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Federal Acquisition Regulations System

48

CHAPTER 2 (Parts 252 to 299)

Revised as of October 1, 1996

CONTAINING
A CODIFICATION OF DOCUMENTS
OF GENERAL APPLICABILITY
AND FUTURE EFFECT

AS OF OCTOBER 1, 1996

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Table of Contents

	Page
Explanation	V
Title 48:	
Chapter 2—Department of Defense	3
Finding Aids:	
Table of CFR Titles and Chapters	291
Alphabetical List of Agencies Appearing in the CFR	307
List of CFR Sections Affected	317

Cite this Code: CFR

To cite the regulations in this volume use title, part and section number. Thus, 48 CFR 252.101 *refers to title 48, part 252, section 101.*

Explanation

The Code of Federal Regulations is a codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal Government. The Code is divided into 50 titles which represent broad areas subject to Federal regulation. Each title is divided into chapters which usually bear the name of the issuing agency. Each chapter is further subdivided into parts covering specific regulatory areas.

Each volume of the Code is revised at least once each calendar year and issued on a quarterly basis approximately as follows:

Title 1 through Title 16.....as of January 1
Title 17 through Title 27.....as of April 1
Title 28 through Title 41.....as of July 1
Title 42 through Title 50.....as of October 1

The appropriate revision date is printed on the cover of each volume.

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The contents of the Federal Register are required to be judicially noticed (44 U.S.C. 1507). The Code of Federal Regulations is prima facie evidence of the text of the original documents (44 U.S.C. 1510).

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The Code of Federal Regulations is kept up to date by the individual issues of the Federal Register. These two publications must be used together to determine the latest version of any given rule.

To determine whether a Code volume has been amended since its revision date (in this case, October 1, 1996), consult the ''List of CFR Sections Affected (LSA),'' which is issued monthly, and the ''Cumulative List of Parts Affected,'' which appears in the Reader Aids section of the daily Federal Register. These two lists will identify the Federal Register page number of the latest amendment of any given rule.

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Each volume of the Code contains amendments published in the Federal Register since the last revision of that volume of the Code. Source citations for the regulations are referred to by volume number and page number of the Federal Register and date of publication. Publication dates and effective dates are usually not the same and care must be exercised by the user in determining the actual effective date. In instances where the effective date is beyond the cutoff date for the Code a note has been inserted to reflect the future effective date. In those instances where a regulation published in the Federal Register states a date certain for expiration, an appropriate note will be inserted following the text.

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The Paperwork Reduction Act of 1980 (Pub. L. 96–511) requires Federal agencies to display an OMB control number with their information collection request.

Many agencies have begun publishing numerous OMB control numbers as amendments to existing regulations in the CFR. These OMB numbers are placed as close as possible to the applicable recordkeeping or reporting requirements.

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Provisions that become obsolete before the revision date stated on the cover of each volume are not carried. Code users may find the text of provisions in effect on a given date in the past by using the appropriate numerical list of sections affected. For the period before January 1, 1986, consult either the List of CFR Sections Affected, 1949–1963, 1964–1972, or 1973–1985, published in seven separate volumes. For the period beginning January 1, 1986, a ''List of CFR Sections Affected'' is published at the end of each CFR volume.

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A subject index to the Code of Federal Regulations is contained in a separate volume, revised annually as of January 1, entitled CFR INDEX AND FINDING AIDS. This volume contains the Parallel Table of Statutory Authorities and Agency Rules (Table I), and Acts Requiring Publication in the Federal Register (Table II). A list of CFR titles, chapters, and parts and an alphabetical list of agencies publishing in the CFR are also included in this volume.

An index to the text of ''Title 3—The President'' is carried within that volume.

The Federal Register Index is issued monthly in cumulative form. This index is based on a consolidation of the ''Contents'' entries in the daily Federal Register.

A List of CFR Sections Affected (LSA) is published monthly, keyed to the revision dates of the 50 CFR titles.

REPUBLICATION OF MATERIAL

There are no restrictions on the republication of material appearing in the Code of Federal Regulations.

INQUIRIES

For a legal interpretation or explanation of any regulation in this volume, contact the issuing agency. The issuing agency's name appears at the top of odd–numbered pages.

For inquiries concerning CFR reference assistance, call 202–523–5227 or write to the Director, Office of the Federal Register, National Archives and Records Administration, Washington, DC 20408.

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RICHARD L. CLAYPOOLE,
Director,
Office of the Federal Register.

October 1, 1996.

THIS TITLE

Title 48—FEDERAL ACQUISITION REGULATIONS SYSTEM is composed of eight volumes. The chapters in these volumes are arranged as follows: Chapter 1 (parts 1 to 51), chapter 1 (parts 52 to 99), chapter 2 (parts 201 to 251 and parts 252 to 299), chapters 3 to 6, chapters 7 to 14, chapters 15 to 28 and chapter 29 to end. The contents of these volumes represent all current regulations codified under this title of the CFR as of October 1, 1996.

The Federal acquisition regulations in chapter 1 are those government-wide acquisition regulations jointly issued by the General Services Administration, the Department of Defense, and the National Aeronautics and Space Administration. Chapters 2 through 99 are acquisition regulations issued by individual government agencies. Parts 1 to 69 in each of chapters 2 through 99 are reserved for agency regulations *implementing* the Federal acquisition regulations in chapter 1 and are numerically keyed to them. Parts 70 to 99 in chapters 2 through 99 contain agency regulations *supplementing* the Federal acquisition regulations.

The OMB control numbers for the Federal Acquisition Regulations System appear in section 1.106 of chapter 1. For the convenience of the user section 1.106 is reprinted in the Finding Aids section of the second volume containing chapter 1 (parts 52 to 99).

The two volumes containing chapter 1 include an index to the Federal acquisition regulations. The second volume, containing chapter 1 (parts 52 to 99), includes contract clauses and forms.

For this volume, Ann Elise Maso was Chief Editor. The Code of Federal Regulations publication program is under the direction of Richard L. Claypoole, assisted by Alomha S. Morris.

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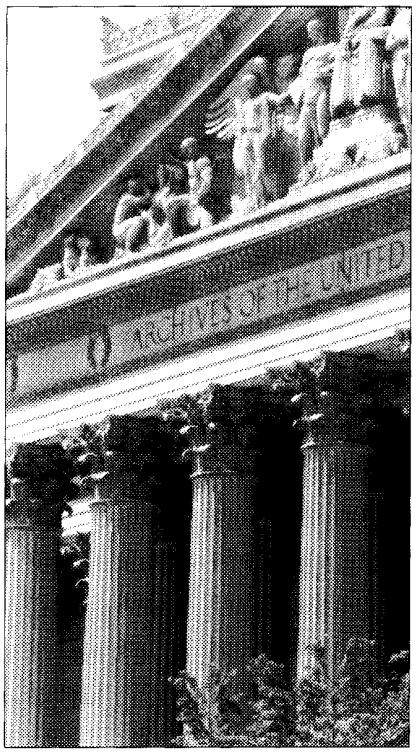

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Title 48—Federal Acquisition Regulations System

(This book contains chapter 2, parts 252 to 299)

Part

CHAPTER 2—Department of Defense 252

CHAPTER 2—DEPARTMENT OF DEFENSE

SUBCHAPTER H—CLAUSES AND FORMS

Part		*Page*
252	Solicitation provisions and contract clauses	5
253	Forms	152

SUBCHAPTER I—AGENCY SUPPLEMENTARY REGULATIONS

Appendix A—Armed Services Board of Contract Appeals	181
Appendix B—Coordinated Acquisition Assignments	190
Appendix C [Reserved]	
Appendix D—Component Breakout	200
Appendix E—DoD Spare Parts Breakout Program	201
Appendix F—Material Inspection and Receiving Report	224
Appendix G—Activity Address Numbers	238
Appendix H—Debarment and Suspension Procedures	280
Appendix I—Policy and Procedures for the DOD Pilot Mentor-Protege Program	281

NOTE: Although the text of Manuals and Supplements to the Defense FAR Supplement are not published in the Code of Federal Regulations, they were listed for the convenience of the user. All of the Supplements have been deleted. The only manuals which remain in effect are: Armed Services Pricing Manual (1986) and Armed Services Pricing Manual, Volume 2, Price Analysis (1987).

SUBCHAPTER H—CLAUSES AND FORMS

PART 252—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

Sec.

Subpart 252.1—Instructions for Using Provisions and Clauses

252.101 Using part 252.

Subpart 252.2—Texts of Provisions and Clauses

252.201–7000 Contracting officer's representative.
252.203–7000 Statutory prohibitions on compensation to former Department of Defense employees.
252.203–7001 Special prohibition on employment.
252.203–7002 Display of DoD hotline poster.
252.204–7000 Disclosure of information.
252.204–7001 Commercial and Government Entity (CAGE) code reporting.
252.204–7002 Payment for subline items not separately priced.
252.204–7003 Control of government personnel work product.
252.205–7000 Provision of information to cooperative agreement holders.
252.206–7000 Domestic source restriction.
252.208–7000 Intent to furnish precious metals as Government-furnished material.
252.209–7000 Acquisition from subcontractors subject to on-site inspection under the Intermediate-Range Nuclear Forces (INF) Treaty.
252.209–7001 Disclosure of ownership or control by the government of a terrorist country.
252.209–7002 Disclosure of ownership or control by a foreign government.
252.209–7003 Disclosure of commercial transactions with the government of a terrorist country.
252.209–7004 Reporting of commercial transactions with the government of a terrorist country.
252.209–7005 Military recruiting on campus.
252.211–7000 Acquisition streamlining.
252.211–7001 Availability of specifications and standards not listed in DODISS, data item descriptions not listed in DoD 5010.12–L, and plans, drawings, and other pertinent documents.
252.211–7002 Availability for examination of specifications, standards, plans, drawings, data item descriptions, and other pertinent documents.
252.211–7003 Brand name or equal.
252.211–7004 Alternate preservation, packaging, and packing.
252.212–7000 Offeror representations and certifications—Commercial items.
252.212–7001 Contract terms and conditions required to implement statutes or Executive Orders applicable to Defense acquisitions of commercial items.
252.215–7000 Pricing adjustments.
252.215–7001 [Reserved]
252.215–7002 Cost estimating system requirements.
252.216–7000 Economic price adjustment—basic steel, aluminum, brass, bronze, or copper mill products.
252.216–7001 Economic price adjustment—nonstandard steel items.
252.216–7002 Alternate.
252.217–7000 Exercise of option to fulfill foreign military sales commitments.
252.217–7001 Surge option.
252.217–7002 Offering property for exchange.
252.217–7003 Changes.
252.217–7004 Job orders and compensation.
252.217–7005 Inspection and manner of doing work.
252.217–7006 Title.
252.217–7007 Payments.
252.217–7008 Bonds.
252.217–7009 Default.
252.217–7010 Performance.
252.217–7011 Access to vessel.
252.217–7012 Liability and insurance.
252.217–7013 Guarantees.
252.217–7014 Discharge of liens.
252.217–7015 Safety and health.
252.217–7016 Plant protection.
252.217–7017 Time of delivery.
252.217–7018 Change in plant location—bakery and dairy products.
252.217–7019 Sanitary conditions.
252.217–7020 Examination and testing.
252.217–7021 Deficiency adjustment.
252.217–7022 Code dating.
252.217–7023 Marking.
252.217–7024 Responsibility for containers and equipment.
252.217–7025 Containers and equipment.
252.217–7026 Identification of sources of supply.
252.217–7027 Contract definitization.
252.217–7028 Over and above work.
252.219–7000 Small disadvantaged business concern representation (DoD contracts).
252.219–7001 Notice of partial small business set-aside with preferential consideration for small disadvantaged business concerns.
252.219–7002 Notice of small disadvantaged business set-aside.
252.219–7003 Small, small disadvantaged and women-owned small business subcontracting plan (DoD contracts).

252.219–7004 Small, small disadvantaged and women-owned small business subcontracting plan (test program).
252.219–7005 Incentive for subcontracting with small businesses, small disadvantaged businesses, historically black colleges and universities, and minority institutions.
252.219–7006 Notice of evaluation preference for small disadvantaged business concerns.
252.219–7007 Alternates.
252.219–7008 Notice of evaluation preference for small disadvantaged business concerns—construction acquisitions—test program.
252.222–7000 Restrictions on employment of personnel.
252.222–7001 Right of first refusal of employment—Closure of military installations.
252.223–7000 [Reserved]
252.223–7001 Hazard warning labels.
252.223–7002 Safety precautions for ammunition and explosives.
252.223–7003 Change in place of performance—ammunition and explosives.
252.223–7004 Drug-Free Work Force.
252.223–7005 Hazardous waste liability.
252.223–7006 Prohibition on storage and disposal of toxic and hazardous materials.
252.223–7007 Safeguarding sensitive conventional arms, ammunition, and explosives.
252.225–7000 Buy American Act—Balance of Payments Program Certificate.
252.225–7001 Buy American Act and Balance of Payments Program.
252.225–7002 Qualifying country sources as subcontractors.
252.225–7003 Information for duty-free entry evaluation.
252.225–7004 Nondomestic construction materials.
252.225–7005 Identification of expenditures in the United States.
252.225–7006 Buy American Act—Trade Agreements—Balance of Payments Program Certificate.
252.225–7007 Trade Agreements.
252.225–7008 Supplies to be accorded duty-free entry.
252.225–7009 Duty–free entry—qualifying country end products and supplies.
252.225–7010 Duty-free entry—additional provisions.
252.225–7011 Restriction on acquisition of supercomputers.
252.225–7012 Preference for certain domestic commodities.
252.225–7013 [Reserved]
252.225–7014 Preference for domestic specialty metals.
252.225–7015 Preference for domestic hand or measuring tools.
252.225–7016 Restriction on acquisition of ball and roller bearings.
252.225–7017 Preference for United States and Canadian valves and machine tools.
252.225–7018 Notice of prohibition of certain contracts with foreign entities for the conduct of Ballistic Missile Defense RDT&E.
252.225–7019 Restriction on acquisition of foreign anchor and mooring chain.
252.225–7020—252.225–7021 [Reserved]
252.225–7022 Restriction on acquisition of polyacrylonitrile (PAN) based carbon fiber.
252.225–7023 [Reserved]
252.225–7024 Restriction on acquisition of night vision image intensifier tubes and devices.
252.225–7025 Foreign source restrictions.
252.225–7026 Reporting of contract performance outside the United States.
252.225–7027 Limitation on sales commissions and fees.
252.225–7028 Exclusionary policies and practices of foreign governments.
252.225–7029 Preference for United States or Canadian air circuit breakers.
252.225–7030 Restriction on acquisition of carbon, alloy, and armor steel plate.
252.225–7031 Secondary Arab boycott of Israel.
252.225–7032 Waiver of United Kingdom levies.
252.225–7033 Restriction on acquisition of four ton dolly jacks.
252.225–7034 Restriction on acquisition of coal and petroleum pitch carbon fiber.
252.225–7035 Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program Certificate.
252.225–7036 North American Free Trade Agreement Implementation Act.
252.225–7037 Duty-free entry—NAFTA country end products and supplies.
252.225–7038 Restriction on acquisition of aircraft fuel cells.
252.225–7039 Restriction on acquisition of totally enclosed lifeboat survival systems.
252.225–7040 Machine tool list.
252.226–7000 Notice of historically black college or university and minority institution set-aside.
252.226–7001 Historically black college or university and minority institution certification.
252.227–7000 Non-estoppel.
252.227–7001 Release of past infringement.
252.227–7002 Readjustment of payments.
252.227–7003 Termination.
252.227–7004 License grant.
252.227–7005 License term.
252.227–7006 License grant—running royalty.
252.227–7007 License term—running royalty.
252.227–7008 Computation of royalties.
252.227–7009 Reporting and payment of royalties.
252.227–7010 License to other Government agencies.
252.227–7011 Assignments.

252.227–7012 Patent license and release contract.
252.227–7013 Rights in technical data—Noncommercial items.
252.227–7014 Rights in noncommercial computer software and noncommercial computer software documentation.
252.227–7015 Technical data—Commercial items.
252.227–7016 Rights in bid or proposal information.
252.227–7017 Identification and assertion of use, release, or disclosure restrictions.
252.227–7018 Rights in noncommercial technical data and computer software—Small Business Innovation Research (SBIR) Program.
252.227–7019 Validation of asserted restrictions—Computer software.
252.227–7020 Rights in special works.
252.227–7021 Rights in data—existing works.
252.227–7022 Government rights (unlimited).
252.227–7023 Drawings and other data to become property of Government.
252.227–7024 Notice and approval of restricted designs.
252.227–7025 Limitations on the use or disclosure of government-furnished information marked with restrictive legends.
252.227–7026 Deferred delivery of technical data or computer software.
252.227–7027 Deferred ordering of technical data or computer software.
252.227–7028 Technical data or computer software previously delivered to the government.
252.227–7029 [Reserved]
252.227–7030 Technical data—withholding of payment.
252.227–7031 [Reserved]
252.227–7032 Rights in technical data and computer software (foreign).
252.227–7033 Rights in shop drawings.
252.227–7034 Patents—subcontracts.
252.227–7035 [Reserved]
252.227–7036 Certification of technical data conformity.
252.227–7037 Validation of restrictive markings on technical data.
252.227–7038 [Reserved]
252.227–7039 Patents—reporting of subject inventions.
252.228–7000 Reimbursement for war-hazard losses.
252.228–7001 Ground and flight risk.
252.228–7002 Aircraft flight risk.
252.228–7003 Capture and detention.
252.228–7004 Bonds or other security.
252.228–7005 Accident reporting and investigation involving aircraft, missiles, and space launch vehicles.
252.231–7000 Supplemental cost principles.
252.232–7000 Advance payment pool.
252.232–7001 Disposition of payments.
252.232–7002 Progress payments for foreign military sales acquisitions.
252.232–7003 Flexible progress payments.
252.232–7004 DoD progress payment rates.
252.232–7005 Reimbursement of subcontractor advance payments—DoD pilot mentor-protege program.
252.232–7006 Reduction or suspension of contract payments upon finding of fraud.
252.232–7007 Limitation of Government's obligation.
252.233–7000 Certification of claims and requests for adjustment or relief.
252.234–7000 Notice of cost/schedule control systems.
252.234–7001 Cost/schedule control systems.
252.235–7000 Indemnification under 10 U.S.C. 2354—fixed price.
252.235–7001 Indemnification under 10 U.S.C. 2354—cost reimbursement.
252.235–7002 Animal welfare.
252.235–7003 Frequency authorization.
252.235–7004 Option to extend the term of the contract.
252.235–7005 Contractor-acquired property.
252.235–7006 Title to contractor-acquired property.
252.235–7007 Advance payments.
252.235–7008 Inspection and acceptance.
252.235–7009 Restriction on printing.
252.235–7010 Acknowledgement of support and disclaimer.
252.235–7011 Final scientific or technical report.
252.236–7000 Modification proposals—price breakdown.
252.236–7001 Contract drawings, maps, and specifications.
252.236–7002 Obstruction of navigable waterways.
252.236–7003 Payment for mobilization and preparatory work.
252.236–7004 Payment for mobilization and demobilization.
252.236–7005 Airfield safety precautions.
252.236–7006 Cost limitation.
252.236–7007 Additive or deductive items.
252.236–7008 Contract prices—bidding schedules.
252.236–7009 Option for supervision and inspection services.
252.237–7000 Notice of special standards of responsibility.
252.237–7001 Compliance with audit standards.
252.237–7002 Award to single offeror.
252.237–7003 Requirements.
252.237–7004 Area of performance.
252.237–7005 Performance and delivery.
252.237–7006 Subcontracting.
252.237–7007 Termination for default.
252.237–7008 Group interment.
252.237–7009 Permits.
252.237–7010 Facility requirements.
252.237–7011 Preparation history.
252.237–7012 Instruction to offerors (count-of-articles).
252.237–7013 Instruction to offerors (bulk weight).

252.237–7014 Loss or damage (count-of-articles).
252.237–7015 Loss or damage (weight of articles).
252.237–7016 Delivery tickets.
252.237–7017 Individual laundry.
252.237–7018 Special definitions of Government property.
252.237–7019 Identification of uncompensated overtime.
252.237–7020—252.237–7021 [Reserved]
252.237–7022 Services at installations being closed.
252.239–7000 Protection against compromising emanations.
252.239–7001 [Reserved]
252.239–7002 Access.
252.239–7003 Facilities and services to be furnished—common carriers.
252.239–7004 Orders for facilities and services—common carriers.
252.239–7005 Rates, charges, and services—common carriers.
252.239–7006 Tariff information.
252.239–7007 Cancellation or termination of orders—common carriers.
252.239–7008 Reuse arrangements.
252.239–7009 Submission of cost or pricing data—common carriers.
252.239–7010 Audit and records—common carriers.
252.239–7011 Special construction and equipment charges.
252.239–7012 Title to telecommunication facilities and equipment.
252.239–7013 Obligation of the Government.
252.239–7014 Term of agreement.
252.239–7015 Continuation of communication service authorizations.
252.239–7016 Telecommunications security equipment, devices, techniques, and services.
252.241–7000 Superseding contract.
252.241–7001 Government access.
252.242–7000 Postaward conference.
252.242–7001 [Reserved]
252.242–7002 Submission of commercial freight bills for audit.
252.242–7003 Application for U.S. Government shipping documentation/instructions.
252.242–7004 Material management and accounting system.
252.242–7005 Cost/schedule status report.
252.243–7000 Engineering change proposals.
252.243–7001 Pricing of contract modifications.
252.245–7000 Government-furnished mapping, charting, and geodesy property.
252.245–7001 Reports of Government property.
252.246–7000 Material inspection and receiving report.
252.246–7001 Warranty of data.
252.247–7000 Hardship conditions.
252.247–7001 Price adjustment.
252.247–7002 Revision of prices.
252.247–7003 Termination.
252.247–7004 Indefinite quantities—fixed charges.
252.247–7005 Indefinite quantities—no fixed charges.
252.247–7006 Removal of Contractor's employees.
252.247–7007 Liability and insurance.
252.247–7008 Evaluation of bids.
252.247–7009 Award.
252.247–7010 Scope of contract.
252.247–7011 Period of contract.
252.247–7012 Ordering limitation.
252.247–7013 Contract areas of performance.
252.247–7014 Demurrage.
252.247–7015 Requirements.
252.247–7016 Contractor liability for loss or damage.
252.247–7017 Erroneous shipments.
252.247–7018 Subcontracting.
252.247–7019 Drayage.
252.247–7020 Additional services.
252.247–7021 Returnable containers other than cylinders.
252.247–7022 Representation of extent of transportation by sea.
252.247–7023 Transportation of supplies by sea.
252.247–7024 Notification of transportation of supplies by sea.
252.247–7025 Reflagging or repair work.
252.248–7000 Preparation of value engineering change proposals.
252.249–7000 Special termination costs.
252.249–7001 Notification of substantial impact on employment.
252.249–7002 Notification of proposed program termination or reduction.
252.251–7000 Ordering from Government supply sources.
252.251–7001 Use of Interagency Fleet Management System (IFMS) vehicles and related services.

AUTHORITY: 41 U.S.C. 421 and 48 CFR chapter 1.

SOURCE: 56 FR 36479, July 31, 1991, unless otherwise noted.

Subpart 252.1—Instructions for Using Provisions and Clauses

252.101 Using part 252.

(b) *Numbering.*

(2) *Provisions or clauses that supplement the FAR.*

(ii)(B) DFARS provisions or clauses use a four digit sequential number in the 7000 series, e.g., –7000, –7001, –7002. Department or agency supplemental provisions or clauses use four digit sequential numbers in the 9000 series.

Subpart 252.2—Text of Provisions And Clauses

252.201–7000 Contracting officer's representative.

As prescribed in 201.602–70, use the following clause:

CONTRACTING OFFICER'S REPRESENTATIVE (DEC. 1991)

(a) *Definition. Contracting officer's representative* means an individual designated in accordance with subsection 201.602–2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 57 FR 42633, Sept. 15, 1992]

252.203–7000 Statutory prohibitions on compensation to former Department of Defense employees.

As prescribed in 203.170–4, use the following clause:

STATUTORY PROHIBITION ON COMPENSATION TO FORMER DEPARTMENT OF DEFENSE EMPLOYEES (NOV 1995)

(a) *Definitions.*

As used in this clause—

(1) *Armed Forces* means the uniformed military services, excluding the U.S. Coast Guard.

(2) *Compensation* means any payment, gift, benefit, reward, favor, or gratuity which is provided directly or indirectly for services rendered by the person accepting such payment, gift, benefit, reward, favor, or gratuity, and which has a fair market value in excess of $250. Compensation is indirectly provided if it is paid to an entity other than the individual, specifically in exchange for services performed by the individual.

(3) *Defense contractor* means an entity (including affiliates and subsidiaries which clearly engage in the performance of Department of Defense (DoD) contracts) that contracts directly with the DoD to supply goods or services. ''Defense contractor'' does not include a State or local government or any person who contracts to supply the Department of Defense only commercial items.

(4) *Designated agency ethics official* means a DoD officer or employee who has been appointed to administer the provisions of the Ethics in Government Act, as amended.

(5) *Former DoD employee* means a person who served in the DoD in a civilian position for which the rate of pay was equal to or greater than the minimum rate of pay for grade GS–13 of the General Schedule, or served in the Armed Forces in a pay grade of 04 or higher.

(6) *Former DoD official* means—

(i) A former DoD employee who spent the majority of working days during the last two years of DoD service performing a procurement function relating to:

(A) A DoD contract, at a site or plant that was owned or operated by the Contractor, and which was the principal location of such person's performance of that procurement function; or

(B) A major defense system and, in the performance of such function, participated on any occasion personally and substantially in a manner involving decision making responsibilities with respect to a contract for that system through contact with the Contractor;

(ii) An individual who served in a civilian position for which the rate of pay is equal to or greater than the minimum rate of pay for a Senior Executive Service position or other executive position at the same or higher level, and an individual who served in the Armed Forces in the pay grade of 07 or higher, if such individual during the last two years of DoD service—

(A) Acted as one of the primary Government representatives in the negotiation with a defense contractor of a DoD contractual action in an amount in excess of $10 million; or

(B) Acted as one of the primary Government representatives in the negotiation of a settlement of an unresolved claim of such a defense contractor in an amount in excess of $10 million. An unresolved claim shall be, for the purposes of this section, valued by the greater of the amount of the claim or the amount of the settlement.

(7) *Major defense contractor* means any business entity which, during the Government fiscal year preceding the Government fiscal year in which compensation was first provided to a former DoD employee, was awarded DoD contracts in a total amount of $10 million or more.

(8) *Major defense system* means a combination of elements that will function together to produce the capability required to fulfill a mission need. Elements may include hardware, equipment, software, or any combination thereof, but exclude construction or other improvements to real property. A system shall be considered a major defense system if—

(i) The DoD is responsible for the system and the total expenditures (based on fiscal year 1980 constant dollars) for research, development, test and evaluation for the system, are estimated to exceed $75 million or the eventual total expenditure for procurement is estimated to exceed $300 million; or

(ii) The system is designated a major system by the head of the agency responsible for the system.

(9) *Negotiation* means exchanges of positions between representatives of the Government and a contractor with the view of reaching agreement regarding respective liabilities of the parties on a particular contract or claim. It includes deliberations regarding contract specifications, terms of delivery, allowability of costs, pricing of change orders, etc.

(10) *Primary Government representative* means, if more than one Government representative is involved in any particular transaction, the official or officials supervising the Government's effort in the matter. To act as a ''representative'' requires personal and substantial participation in the transaction, by personal presence, telephone conversation, or similar involvement with representatives of a contractor.

(11) *Procurement-related function* (or *procurement function*) means any function relating to—

(i) The negotiation, award, administration, or approval of a contract;

(ii) The selection of a contractor;

(iii) The approval of a change in a contract;

(iv) The performance of quality assurance, operational and developmental testing, the approval of payment, or auditing under a contract; or

(v) The management of a procurement program.

(b) *Prohibition on compensation.* (1) 10 U.S.C. 2397b and 2397c prohibit a major defense contractor from offering or providing any compensation valued in excess of $250 to a former DoD official who left DoD service on or after April 16, 1987, and who, while employed by DoD, performed procurement-related functions in connection with that defense contractor. This prohibition runs for the two year period beginning on the date of the official's separation from service in DoD.

(2) The Contractor, if a major defense contractor, agrees not to provide, for the two year period, any compensation to the former DoD official.

(3) DoD employees may request from their Designated Agency Ethics Official (DAEO) a written opinion on the applicability of 10 U.S.C. 2397b prior to the acceptance of compensation. If the opinion of the DAEO is that the law is not applicable, and that the individual may accept compensation from the Contractor, there shall be a conclusive presumption that the offering and the acceptance of such compensation is not a violation of the statute.

(c) *Report concerning former DoD employees.* (1) The Contractor shall submit a separate written report, as described in paragraph (c)(2) of this clause, for each calendar year covered by this contract (extending through final payment) if the calendar year commenced after the end of a Government fiscal year in which the Contractor was awarded one or more DoD contracts aggregating $10 million or more. In multidivisional corporations, the corporate headquarters, and each segment which contracts directly with the Government, shall report separately. Each report shall list those persons employed or otherwise compensated, who are former DoD employees who left service on or after April 16, 1987, if—

(i) They were compensated by the Contractor during the reporting period; and

(ii) The compensation was provided within two years after the person left service in the DoD.

(2) The report shall contain:

(i) Each person's name and the agency in which the person was employed or served on active duty during the last two years of service with DoD;

(ii) Each person's job title(s) during the last two years of service with DoD, and a list of major defense systems on which each person performed any work;

(iii) A complete description (exclusive of proprietary information) of any work that each person is performing, or did perform, on behalf of the Contractor during the calendar year covered by the report. If the work is classified, the Contractor may use a generalized description which will not compromise its classified nature;

(iv) An identification of each major defense system on which each individual has performed any work on behalf of the Contractor.

(3) Submit each report not later than April 1 of the year following the end of the calendar year for which the report is being made. Send reports to the Office of the Assistant General Counsel (Legal Counsel), Standards of Conduct Office, Attn: OAGC/LC, Pentagon, Washington, DC 20301–1600.

(4) A properly executed DD Form 1787 (Employment, Report of DoD and Defense Related) may be submitted to satisfy the reporting requirement as to any single person.

(5) The Contractor need not submit duplicate reports to the Government. Submission of a report meeting the requirements of this clause, under another, concurrent contract with DoD will satisfy the reporting requirement of this contract.

(d) *Penalties for failure to comply*—(1) *Civil fines.* A Contractor who knowingly offers or provides any compensation to a former DoD official in violation of the statute, and who

knew or should have known that the acceptance of such compensation would be in violation of such statute, shall be subject to a civil fine, not to exceed $500,000.

(2) *Liquidated damages.* (i) For each knowing violation of the statutory prohibition on providing compensation, the Contractor agrees to pay to the Government as liquidated damages the greater of either $100,000, or three times the total amount of compensation paid by the Contractor to the former DoD official during the period in which such compensation was in violation of the statutory prohibition.

(ii) Liability for liquidated damages under this clause survives final payment under this contract and may be recouped against payments due under other contracts with the Contractor.

(iii) Liquidated damages will be computed based upon the number of actual violations by the Contractor, and not on the number of contracts in which this clause appears.

(3) *Administrative penalty.* If the Contractor knowingly fails to file a report in accordance with paragraph (c) of this clause, the Contractor shall be subject to an administrative penalty not to exceed $10,000. The final determination of the penalty to be charged to the Contractor shall be made by the Secretary of Defense or designee after the Contractor is afforded an opportunity for an agency hearing on the record in accordance with agency hearing procedures. The Secretary's determination shall form a part of the record and shall be subject to judicial review under chapter 7 of title 5, United States Code.

(e) The rights and remedies under this clause are in addition to, and do not limit, any rights afforded the Government under this contract or as otherwise provided by law.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 61600, Nov. 30, 1995]

252.203–7001 Special prohibition on employment.

As prescribed in 203.570–5, use the following clause:

SPECIAL PROHIBITION ON EMPLOYMENT (NOV 1995)

(a) *Definitions.*

As used in this clause—

(1) *Arising out of a contract with the DoD* means any act in connection with—

(i) Attempting to obtain,

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) *Conviction of fraud or any other felony* means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere,* for which sentence has been imposed.

(3) *Date of conviction* means the date judgment was entered against the individual.

(b) 10 U.S.C. 2408 provides that any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from:

(1) Working in a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) Serving on the board of directors of any DoD contractor or first-tier subcontractor; or

(3) Serving as a consultant to any DoD contractor or first-tier subcontractor.

(c) Unless waived, the prohibition in paragraph (b) applies for five years from the date of conviction.

(d) 10 U.S.C. 2408 further provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than $500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibitions in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and,

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Benefits Office, U.S.

Department of Justice, telephone (202) 307–1065.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 58 FR 28471, May 13, 1993; 59 FR 27675, May 27, 1994; 60 FR 61600, Nov. 30, 1995]

252.203–7002 Display of DoD hotline poster.

As prescribed in 203.7002, use the following clause:

DISPLAY OF DOD HOTLINE POSTER (DEC. 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202–2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204–7000 Disclosure of Information.

As prescribed in 204.404–70(a), use the following clause:

DISCLOSURE OF INFORMATION (DEC. 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 57 FR 14996, Apr. 23, 1992]

252.204–7001 Commercial and Government Entity (CAGE) code reporting.

As prescribed in 204.602–70, use the following provision:

COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC. 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will—

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

[56 FR 36479, July 31, 1991, as amended at 60 FR 61600, Nov. 30, 1995]

252.204–7002 Payment for subline items not separately priced.

As prescribed in 204.7104–1(b)(3)(iv), use the following clause:

PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC. 1991)

(a) If the schedule in this contract contains any contract subline items or exhibit subline items identified as not separately priced (NSP), it means that the unit price for that subline item is included in the unit price of another, related line or subline item.

(b) The Contractor shall not invoice the Government for any portion of a contract line item or exhibit line item which contains an NSP until—

(1) The Contractor has delivered the total quantity of all related contract subline items or exhibit subline items; and

(2) The Government has accepted them.

(c) This clause does not apply to technical data.

(End of clause)

252.204–7003 Control of government personnel work product.

As prescribed in 204.404–70(b), use the following clause:

CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR. 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

[57 FR 14996, Apr. 23, 1992]

252.205–7000 Provision of information to cooperative agreement holders.

As prescribed in 205.470–2, use the following clause:

PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC. 1991)

(a) Definition.

Cooperative agreement holder means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93–268; 25 U.S.C. 450(c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93–362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.206–7000 Domestic source restriction.

As prescribed at 206.302–3–70, use the following provision:

DOMESTIC SOURCE RESTRICTION (DEC. 1991)

This solicitation is restricted to domestic sources under the authority of 10 U.S.C. 2304(c)(3). Foreign sources, except Canadian sources, are not eligible for award.

(End of provision)

252.208–7000 Intent to furnish precious metals as Government-furnished material.

As prescribed in 208.7305(a), use the following clause:

INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC. 1991)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Precious metal*	Quantity	Deliverable item (NSN and nomenclature)

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals—one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

(End of clause)

252.209–7000 Acquisition from subcontractors subject to on-site inspection under the Intermediate-Range Nuclear Forces (INF) Treaty.

As prescribed in 209.103–70, use the following clause:

ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 61600, Nov. 30, 1995]

252.209–7001 Disclosure of ownership or control by the government of a terrorist country.

As prescribed in 209.104–70(a), use the following provision:

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP. 1994)

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

(1) *Government of a terrorist country* includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) *Terrorist country* means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) *Significant interest* means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in ''nominee shares,'' ''street names,'' or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

[59 FR 51131, Oct. 7, 1994]

252.209–7002 Disclosure of ownership or control by a foreign government.

As prescribed in 209.104–70(b), use the following provision:

DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP. 1994)

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

(1) *Effectively owned or controlled* means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) *Entity controlled by a foreign government*—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) *Foreign government* includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) *Proscribed information* means—

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror	
Name and Address of Entity Controlled by a Foreign Government.	Description of Interest, Ownership Percentage, and Identification of Foreign Government

(End of provision)

[58 FR 28471, May 13, 1993, as amended at 59 FR 51133, Oct. 7, 1994]

252.209–7003 Disclosure of commercial transactions with the government of a terrorist country.

As prescribed in 209.104–70(c), use the following provision:

DISCLOSURE OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT OF A TERRORIST COUNTRY (SEP. 1994)

(a) *Definitions.*

Government of a terrorist country and terrorist country are defined in the Reporting of Commercial Transactions with the Government of a Terrorist Country clause of this solicitation.

(b) *Disclosure.*

(1) Section 843 of the National Defense Authorization Act for Fiscal Year 1994 (Pub. L. 103–160) requires offerors to disclose commercial transactions conducted with the government of a terrorist country. If this offer exceeds $5,000,000, and if the Offeror has conducted such transactions, the Offeror shall disclose, in an attachment to its offer, each commercial transaction that it has conducted with the government of a terrorist country since February 28, 1994. The disclosure shall include—

(i) Identification of the government with which each transaction was conducted; and

(ii) The nature of each transaction.

(2) This disclosure requirement does not apply to—

(i) Transactions conducted by affiliates or subsidiaries of the Offeror; or

(ii) Payment or receipt of payment of a judgment or award ordered by a court or arbitral tribunal of competent jurisdiction.

(End of provision)

[59 FR 51131, Oct. 7, 1994]

252.209–7004 Reporting of commercial transactions with the government of a terrorist country.

As prescribed in 209.104–70(d), use the following clause:

REPORTING OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT OF A TERRORIST COUNTRY (SEP. 1994)

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

(1) *Government of a terrorist country* includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) *Terrorist country* means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), as of 60 days before the contract award date, to be

a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this clause, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(b) *Reporting.* (1) In accordance with section 843 of the National Defense Authorization Act for Fiscal Year 1994 (Pub. L. 103–160), if this contract exceeds $5,000,000, the Contractor shall report each commercial transaction that it conducts with the government of a terrorist country during the period of performance of this contract (but not beyond September 30, 1996).

(2) This reporting requirement does not apply to—

(i) Transactions conducted by affiliates or subsidiaries of the Contractor; or

(ii) Payment of receipt of payment of a judgment or award ordered by a court or arbitral tribunal of competent jurisdiction.

(3) The Contractor shall submit reports in the following format:

Title of Report: Report of Commercial Transactions with the Government of a Terrorist Country
Date of Report:
Contract Number:
Contractor's Name and Address:
Name and Telephone Number of Individual Submitting Report:
Commercial Transactions with the Government of a Terrorist Country:

Country	Nature of Commercial Transaction

(4) The Contractor shall submit reports annually by September 30, but not beyond September 30, 1996. Each report shall include transactions conducted during the preceding one-year period of contract performance.

(5) The Contractor shall submit reports to: Deputy Director of Defense Procurement (Foreign Contracting), OUSD(A&T)DP(FC), Washington, DC 20301–3060.

(End of clause)

[59 FR 51131, Oct. 7, 1994, as amended at 60 FR 29502, June 5, 1995]

252.209–7005 Military recruiting on campus.

As prescribed in 209.470–3, use the following clause:

MILITARY RECRUITING ON CAMPUS (FEB 1996)

(a) *Definition.*

Directory information, as used in this clause, means, with respect to a student, the student's name, address, telephone listing, date and place of birth, level of education, degrees received, and the most recent previous educational institution enrolled in by the student. Students are individuals who are 17 years of age or older.

(b) *General.* An institution of higher education that has been determined, using procedures established by the Secretary of Defense at 32 CFR part 216: (1) to have a policy of denying, or (2) to effectively prevent the Secretary of Defense from obtaining for military recruiting purposes, entry to such institution's campuses, access to students on those campuses, or access to directory information pertaining to its students, is ineligible for contract award and payments under existing contracts. In addition, the Government shall terminate this contract for the Contractor's material failure to comply with the terms and conditions of award.

(c) *Agreement.* The contractor represents that it does not now have and agrees that during performance of this contract it will not adopt a policy of denying, and that it does not, is not, and will not during performance of the contract, effectively prevent the Secretary of Defense from obtaining for military recruiting purposes entry to campuses, access to students on campuses, or access to directory information pertaining to students.

(End of clause)

[60 FR 13074, Mar. 10, 1995. Redesignated and amended at 60 FR 61600, Nov. 30, 1995; 61 FR 7750, Feb. 29, 1996]

252.211–7000 Acquisition streamlining.

As prescribed in 211.002–70, use the following clause:

ACQUISITION STREAMLINING (DEC. 1991)

(a) The Government's acquisition streamlining objectives are to—

(1) Acquire systems that meet stated performance requirements;

(2) Avoid over-specification; and

(3) Ensure that cost effective requirements are included in future acquisitions.

(b) The Contractor shall—

(1) Prepare and submit acquisition streamlining recommendations in accordance with the statement of work of this contract; and

(2) Format and submit the recommendations as prescribed by data requirements on the contract data requirements list of this contract.

(c) The Government has the right to accept, modify, or reject the Contractor's recommendations.

(d) The Contractor shall insert this clause, including this paragraph (d), in all subcontracts over $1 million, awarded in the performance of this contract.

(End of clause)

[56 FR 36479, July 31, 1991. Redesignated and amended at 60 FR 61600, Nov. 30, 1995]

252.211–7001 Availability of specifications and standards Not listed in DODISS, data item descriptions Not listed in DoD 5010.12–L, and plans, drawings, and other pertinent documents.

As prescribed in 211.204(c), use the following provision:

AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12–L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

(Activity) _____

(Complete Address) _____

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

[56 FR 36479, July 31, 1991. Redesignated and amended at 60 FR 61600, Nov. 30, 1995]

252.211–7002 Availability for examination of specifications, standards, plans, drawings, data item descriptions, and other pertinent documents.

As prescribed in 211.204(c), use the following provision:

AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

_____

(Insert complete address)

(End of provision)

[56 FR 36479, July 31, 1991. Redesignated and amended at 60 FR 61600, Nov. 30, 1995]

252.211–7003 Brand name or equal.

As prescribed in 211.270–2, use the following provision:

BRAND NAME OR EQUAL (DEC. 1991)

(a) If items in this solicitation are identified as ''brand name or equal,'' the term is intended to be descriptive not restrictive. The ''brand name or equal'' description is used to portray the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, and other characteristics which ''equal'' products must meet are specified in the solicitation.

(b) To be considered for award, offers of ''equal'' products, including products (other than the ''brand name'' item) of the brand name manufacturer, must—

(1) Meet the salient physical, functional, and other characteristics specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as cuts, illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the Offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate ''equal'' products on the basis of information furnished by the Offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not identified in the offer and reasonably available.

(d) Unless the Offeror clearly indicates in the offer that the product being offered is an ''equal'' product, the Contracting Officer will consider the offer as offering a brand name product referenced in the solicitation.

(End of provision)

[56 FR 36479, July 31, 1991. Redesignated and amended at 60 FR 61600, Nov. 30, 1995]

252.211–7004 Alternate preservation, packaging, and packing.

As prescribed in 211.272, use the following provision:

ALTERNATE PRESERVATION, PACKAGING, AND PACKING (DEC. 1991)

(a) The Offeror may submit two unit prices for each item—one based on use of the military preservation, packaging, or packing requirements of the solicitation; and an alternate based on use of commercial or industrial preservation, packaging, or packing of equal or better protection than the military.

(b) If the Offeror submits two unit prices, the following information, as a minimum, shall be submitted with the offer to allow evaluation of the alternate—

(1) The per unit/item cost of commercial or industrial preservation, packaging, and packing;

(2) The per unit/item cost of military preservation, packaging, and packing;

(3) The description of commercial or industrial preservation, packaging, and packing procedures, including material specifications, when applicable, to include—

(i) Method of preservation;

(ii) Quantity per unit package;

(iii) Cleaning/drying treatment;

(iv) Preservation treatment;

(v) Wrapping materials;

(vi) Cushioning/dunnage material;

(vii) Thickness of cushioning;

(viii) Unit container;

(ix) Unit package gross weight and dimensions;

(x) Packing; and

(xi) Packing gross weight and dimensions; and

(4) Item characteristics, to include—

(i) Material and finish;

(ii) Net weight;

(iii) Net dimensions; and

(iv) Fragility.

(c) If the Contracting Officer does not evaluate or accept the Offeror's proposed alternate commercial or industrial preservation, packaging, or packing, the Offeror agrees to preserve, package, or pack in accordance with the specified military requirements.

(End of provision)

[56 FR 36479, July 31, 1991. Redesignated and amended at 60 FR 61600, Nov. 30, 1995]

252.212–7000 Offeror representations and certifications—Commercial items.

As prescribed in 212.301(f)(ii), use the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 1995)

(a) *Definitions.*

As used in this clause—

(1) *Foreign person* means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) *United States person* is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.*

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term ''supplies'' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) *Representation.*

The Offeror represents that it—

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247–7024, Notification of Transportation of Supplies by Sea.

(End of provision)

[60 FR 61600, Nov. 30, 1995, as amended at 61 FR 50455, Sept. 26, 1996]

252.212–7001 Contract terms and conditions required to implement statutes or Executive Orders applicable to Defense acquisitions of commercial items.

As prescribed in 212.301(f)(iii), use the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 1995)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247–7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

_____ 252.205–7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

_____ 252.206–7000 Domestic Source Restriction (10 U.S.C. 2304).

_____ 252.219–7001 Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns (___ Alternate I) (Section 9004, Pub. L. 101–165 (10 U.S.C. 2301 (repealed) note)).

_____ 252.219–7002 Notice of Small Disadvantaged Business Set-Aside (___ Alternate I) (15 U.S.C. 644).

_____ 252.219–7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

_____ 252.219–7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions (___ Alternate I) (Section 9004, Pub. L. 101–165 (10 U.S.C. 2301 (repealed) note)).

_____ 252.219–7006 Noice of Evaluation Preference for Small Disadvantaged Business Concerns (___ Alternate I) (15 U.S.C. 644).

_____ 252.225–7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10, E.O. 10582).

_____ 252.225–7007 Trade Agreements (10 U.S.C. 2501–2582).

_____ 252.225–7012 Preference for Certain Domestic Commodities.

_____ 252.225–7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

_____ 252.225–7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

_____ 252.225–7017 Preference for United States and Canadian Valves and Machine Tools (10 U.S.C. 2534(c)(2)).

_____ 252.225–7027 Limitation on Sales Commissions and Fees (12 U.S.C. 2779).

_____ 252.225–7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

_____ 252.225–7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

_____ 252.225–7036 North American Free Trade Agreement Implementation Act.

_____ 252.227–7015 Technical Data—Commercial Items (10 U.S.C. 2320).

_____ 252.227–7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

_____ 252.233–7000 Certification of Claims and Requests for Adjustment or Relief (10 U.S.C. 2410).

_____ 252.242–7002 Submission of Commercial Freight Bills for Audit (31 U.S.C. 3726).

_____ 252.247–7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

_____ 252.249–7001 Notification of Substantial Impact on Employment (10 U.S.C. 2501 note).

(End of clause)

[60 FR 61601, Nov. 30, 1995, as amended at 61 FR 50455, Sept. 26, 1996]

252.215–7000 Pricing adjustments.

As prescribed in 215.804–8(1), use the following clause:

PRICING ADJUSTMENTS (DEC. 1991)

The term ''pricing adjustment,'' as used in paragraph (a) of the clauses entitled ''Price Reduction for Defective Cost or Pricing Data—Modifications,'' ''Subcontractor Cost or Pricing Data,'' and ''Subcontractor Cost or Pricing Data—Modifications,'' means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.215–7001 [Reserved]

252.215–7002 Cost estimating system requirements.

As prescribed in 215.811–70(h), use the following clause:

COST ESTIMATING SYSTEM REQUIREMENTS (DEC. 1991)

(a) *Definition.*

Estimating system means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's—

(1) Organizational structure;

(2) Established lines of authority, duties, and responsibilities;

(3) Internal controls and managerial reviews;

(4) Flow of work, coordination, and communication; and

(5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

(b) *General.* (1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.

(2) The system should be—

(i) Consistent and integrated with the Contractor's related management systems; and

(ii) Subject to applicable financial control systems.

(c) *Applicability*. Paragraphs (d) and (e) of this clause apply if the contractor is a large business and either—

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling $50 million or more for which certified cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract—

(i) Received DoD prime contracts or subcontracts totaling $10 million or more (but less than $50 million) for which certified cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) *System requirements.* (1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is adequate when the Contractor has provided the ACO with documentation which—

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the adequacy of the contractor's estimating practices.

(3) The Contractor shall—

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) *Estimating system deficiencies.* (1) The Contractor shall respond to a written report from the Government which identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall—

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

(End of clause)

252.216–7000 Economic price adjustment—basic steel, aluminum, brass, bronze, or copper mill products.

As prescribed in 216.203–4–70(a), use the following clause:

ECONOMIC PRICE ADJUSTMENT—BASIC STEEL, ALUMINUM, BRASS, BRONZE, OR COPPER MILL PRODUCTS (DEC. 1991)

(a) *Definitions.*

As used in this clause,

Established price means a price which—

(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and

(2) Meets the criteria of FAR 15.804–3.

Unit price excludes any part of the price which reflects requirements for preservation, packaging, and packing beyond standard commercial practice.

(b) The Contractor warrants that the unit price stated for (*Identify the item*) is not in excess of the Contractor's established price in effect on the date set for opening of bids (or the contract date if this is a negotiated contract) for like quantities of the same item. This price is the net price after applying any applicable standard trade discounts offered by the Contractor from its catalog, list, or schedule price.

(c) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any established price.

(1) Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased.

(2) This decrease shall apply to items delivered on or after the effective date of the decrease in the Contractor's established price.

(3) This contract shall be modified accordingly.

(4) The Contractor shall certify on each invoice that each unit price stated reflects all decreases required by this clause, or shall certify on the final invoice that all price decreases required by this clause have been applied as required.

(d) If the Contractor's established price is increased after the date set for opening of bids (or the contract date if this is a negotiated contract), upon the Contractor's written request to the Contracting Officer, the corresponding contract unit price shall be increased by the same percentage that the established price is increased, and this contract shall be modified accordingly, provided—

(1) The aggregate of the increases in any contract unit price under this contract shall not exceed 10 percent of the original contract unit price;

(2) The increased contract unit price shall be effective on the effective date of the increase in the applicable established price if the Contractor's written request is received by the Contracting Officer within ten days of the change. If it is not, the effective date of the increased unit price shall be the date of receipt of the request by the Contracting Officer; and

(3) The increased contract unit price shall not apply to quantities scheduled for delivery before the effective date of the increased contract unit price unless the Contractor's failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause of this contract.

(4) The Contracting Officer shall not execute a modification incorporating an increase in a contract unit price under this clause until the increase is verified.

(e) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any portion of the contract affected by the requested increase and not delivered at the time of such cancellation, except as follows—

(1) The Contractor may after that time deliver any items which the Contractor certifies, by notice received by the Contracting Officer within ten days after the Contractor receives the cancellation notice, were completed or in the process of manufacture at the time of receipt of the cancellation notice.

(2) The Government shall pay for those items at the contract unit price increased to the extent provided by paragraph (d) of this clause.

(3) Any standard steel supply item shall be deemed to be in the process of manufacture when the steel for that item is in the state of processing after the beginning of the furnace melt.

(f) Pending any cancellation of this contract under paragraph (e) of this clause, or if there is no cancellation, the Contractor shall continue deliveries according to the delivery schedule of the contract. The Contractor shall be paid for those deliveries at the contract unit price increased to the extent provided by paragraph (d) of this clause.

(End of clause)

252.216–7001 Economic price adjustment—nonstandard steel items.

As prescribed in 216.203–4–70(b), use the following clause:

ECONOMIC PRICE ADJUSTMENT—NONSTANDARD STEEL ITEMS (DEC. 1991)

(a) *Definitions.*

As used in this clause—

Base labor index means the average of the labor indices for the three months which consist of the month of bid opening (or offer submission) and the months immediately preceding and following that month.

Base steel index means the Contractor's established price (see note 6) including all applicable extras of $_____ per _____ (see note 1) for _____ (see note 2) on the date set for bid opening (or the date of submission of the offer).

Current labor index means the average of the labor indices for the month in which delivery of supplies is required to be made and the month preceding.

Current steel index means the Contractor's established price (see note 6) for that item, including all applicable extras in effect _____ days (see note 3) prior to the first day of the month in which delivery is required.

Established price is—

(1) A price which—

(i) Is an established catalog or market price of a commercial item sold in substantial quantities to the general public; and

(ii) Meets the criteria of FAR 15.804–3; and

(2) The net price after applying any applicable standard trade discounts offered by the Contractor from its catalog, list, or schedule price. (But see note 6.)

Labor index means the average straight time hourly earnings of the Contractor's employees in the _____ shop of the Contractor's _____ plant (see note 4) for any particular month.

Month means calendar month. However, if the Contractor's accounting period does not coincide with the calendar month, then that

accounting period shall be used in lieu of *month*.

(b) Each contract unit price shall be subject to revision, under the terms of this clause, to reflect changes in the cost of labor and steel. For purpose of this price revision, the proportion of the contract unit price attributable to costs of labor not otherwise included in the price of the steel item identified under the *base steel index* definition in paragraph (a) shall be _____ percent, and the proportion of the contract unit price attributable to the cost of steel shall be _____ percent. (See note 5.)

(c)(1) Unless otherwise specified in this contract, the labor index shall be computed by dividing the total straight time earnings of the Contractor's employees in the shop identified in paragraph (a) for any given month by the total number of straight time hours worked by those employees in that month.

(2) Any revision in a contract unit price to reflect changes in the cost of labor shall be computed solely by reference to the ''*base labor index*'' and the ''*current labor index*.''

(d) Any revision in a contract unit price to reflect changes in the cost of steel shall be computed solely by reference to the ''*base steel index*'' and the ''*current steel index*.''

(e)(1) Each contract unit price shall be revised for each month in which delivery of supplies is required to be made.

(2) The revised contract unit price shall apply to the deliveries of those quantities required to be made in that month regardless of when actual delivery is made.

(3) Each revised contract unit price shall be computed by adding—

(i) The adjusted cost of labor (obtained by multiplying _____ percent of the contract unit price by a fraction, of which the numerator shall be the current labor index and the denominator shall be the base labor index);

(ii) The adjusted cost of steel (obtained by multiplying _____ percent of the contract unit price by a fraction, of which the numerator shall be the current steel index and the denominator shall be the base steel index); and

(iii) The amount equal to _____ percent of the original contract unit price (representing that portion of the unit price which relates neither to the cost of labor nor the cost of steel, and which is therefore not subject to revision (see note 5)).

(4) The aggregate of the increases in any contract unit price under this contract shall not exceed ten percent of the original contract unit price.

(5) Computations shall be made to the nearest one-hundredth of one cent.

(f)(1) Pending any revisions of the contract unit prices, the Contractor shall be paid the contract unit price for deliveries made.

(2) Within 30 days after final delivery (or such other period as may be authorized by the Contracting Officer), the Contractor shall furnish a statement identifying and certifying the correctness of—

(i) The average straight time hourly earnings of the Contractor's employees in the shop identified in paragraph (a) that are relevant to the computations of the *base labor index* and the *current labor index;* and

(ii) The Contractor's established prices (see note 6), including all applicable extras for like quantities of the item that are relevant to the computation of the *base steel index* and the *current steel index*.

(3) Upon request of the Contracting Officer, the Contractor shall make available all records used in the computation of the labor indices.

(4) Upon receipt of the certified statement, the Contracting Officer will compute the revised contract unit prices and modify the contract accordingly. No modification to this contract will be made pursuant to this clause until the Contracting Officer has verified the revised established price (see note 6).

(g)(1) In the event any item of this contract is subject to a total or partial termination for convenience, the month in which the Contractor receives notice of the termination, if prior to the month in which delivery is required, shall be considered the month in which delivery of the terminated item is required for the purposes of determining the current labor and steel indices under paragraphs (c) and (d).

(2) For any item which is not terminated for convenience, the month in which delivery is required under the contract shall continue to apply for determining those indices with respect to the quantity of the non-terminated item.

(3) If this contract is terminated for default, any price revision shall be limited to the quantity of the item which has been delivered by the Contractor and accepted by the Government prior to receipt by the Contractor of the notice of termination.

(h) If the Contractor's failure to make delivery of any required quantity arises out of causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the clause of this contract entitled ''*Default*,'' the quantity not delivered shall be delivered as promptly as possible after the cessation of the cause of the failure, and the delivery schedule set forth in this contract shall be amended accordingly.

Notes:

1 Offeror insert the unit price and unit measure of the standard steel mill item to be used in the manufacture of the contract item.

2 Offeror identify the standard steel mill item to be used in the manufacture of the contract item.

3 Offeror insert best estimate of the number of days required for processing the standard steel mill item in the shop identified under the *labor index* definition.

4 Offeror identify the shop and plant in which the standard steel mill item identified under the *base steel index* definition will be finally fabricated or processed into the contract item.

5 Offeror insert the same percentage figures for the corresponding blanks in paragraphs (b), (e)(3)(i), and (e)(3)(ii). In paragraph (e)(3)(iii), insert the percentage representing the difference between the sum of the percentages inserted in paragraph (b) and 100 percent.

6 In negotiated acquisitions of nonstandard steel items, when there is no *established price* or when it is not desirable to use this price, this paragraph may refer to another appropriate price basis, e.g., an established interplant price.

(End of clause)

252.216–7002 Alternate.

ALTERNATE A (OCT. 1994)

As prescribed in 216.307(i), substitute the following paragraphs (b) and (g) for paragraphs (b) and (g) of the clause at FAR 52.216–15, Predetermined Indirect Cost Rates:

(b) Not later than 90 days after the expiration of the Contractor's fiscal year (or other period specified in the Schedule), the Contractor shall submit to the cognizant Contracting Officer under subpart 42.7 of the Federal Acquisition Regulation (FAR) and, if required by agency procedures, to the cognizant Government audit activity, proposed predetermined indirect cost rates and supporting cost data. The proposed rate shall be based on the Contractor's actual cost experience during that fiscal year (or other period specified in the Schedule). Negotiations of predetermined indirect cost rates shall begin as soon as practical after receipt of the contractor's proposal.

(g) Allowable indirect costs for the period from the beginning of performance until the end of the Contractor's fiscal year (or other period specified in the Schedule) shall be obtained using the predetermined indirect cost rates and the bases shown in the Schedule.

[59 FR 53116, Oct. 21, 1994]

252.217–7000 Exercise of option to fulfill foreign military sales commitments.

As prescribed in 217.208–70(a), use the following clause:

EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC. 1991)

(a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.

(b) The foreign military sales commitments are for:

_____

(Insert name of country, or To Be Determined)

_____

(Insert applicable CLIN)

(End of clause)

ALTERNATE I (DEC. 1991)

As prescribed in 217.208–70(a)(1), substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) On the date the option is exercised, the Government shall identify the foreign country for the purpose of negotiating any equitable adjustment attributable to foreign military sales. Failure to agree on an equitable adjustment shall be treated as a dispute under the Disputes clause of this contract.

252.217–7001 Surge option.

As prescribed in 217.208–70(b), use the following clause:

SURGE OPTION (AUG. 1992)

(a) *General.* The Government has the option to—

(1) Increase the quantity of supplies or services called for under this contract by no more than _____ percent; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

(b) *Schedule.* (1) When the Production Surge Plan (DI–MGMT–80969) is included in the contract, the option delivery schedule shall be the production rate provided with the Plan. If the Plan was negotiated before contract award, then the negotiated schedule shall be used.

(2) If there is no Production Surge Plan in the contract, the Contractor shall, within 30 days from the date of award, furnish the Contracting Officer a delivery schedule showing the maximum sustainable rate of delivery for items in this contract. This delivery schedule shall provide acceleration by month up to the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, equipment, and subcontracting structure.

(3) The Contractor shall not revise the option delivery schedule without approval from the Contracting Officer.

(c) *Exercise of option.* (1) The Contracting Officer may exercise this option at any time before acceptance by the Government of the final scheduled delivery.

(2) The Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be added or accelerated under the terms of this clause, followed by a contract modification incorporating the transmitted information and instructions. The notice and modification will establish a not-to-exceed price equal to the highest contract unit price or cost of the added or accelerated items as of the date of the notice.

(3) The Contractor will not be required to deliver at a rate greater than the maximum sustainable delivery rate under paragraph (b)(2) of this clause, nor will the exercise of this option extend delivery more than 24 months beyond the scheduled final delivery.

(d) *Price negotiation.* (1) Unless the option cost or price was previously agreed upon, the Contractor shall, within 30 days from the date of option exercise, submit to the Contracting Officer a cost or price proposal (including a cost breakdown) for the added or accelerated items.

(2) Failure to agree on a cost or price in negotiations resulting from the exercise of this option shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 57 FR 42633, Sept. 15, 1992]

252.217–7002 Offering property for exchange.

As prescribed in 217.7005, use the following provision:

OFFERING PROPERTY FOR EXCHANGE (DEC. 1991)

(a) The property described in item number _____, is being offered in accordance with the exchange provisions of section 201(c) of the Federal Property and Administrative Services Act of 1949, 63 Stat. 384 (40 U.S.C. 481(c)).

(b) The property is located at (insert address). Offerors may inspect the property during the period (insert beginning and ending dates and insert hours during day).

(End of provision)

252.217–7003 Changes.

As prescribed in 217.7104(a), use the following clause:

CHANGES (DEC. 1991)

(a) The Contracting Officer may, at any time and without notice to the sureties, by written change order, make changes within the general scope of any job order issued under the Master Agreement in—

(1) Drawings, designs, plans, and specifications;

(2) Work itemized;

(3) Place of performance of the work;

(4) Time of commencement or completion of the work; and

(5) Any other requirement of the job order.

(b) If a change causes an increase or decrease in the cost of, or time required for, performance of the job order, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the price or date of completion, or both, and shall modify the job order in writing.

(1) Within ten days after the Contractor receives notification of the change, the Contractor shall submit to the Contracting Officer a request for price adjustment, together with a written estimate of the increased cost.

(2) The Contracting Officer may grant an extension of this period if the Contractor requests it within the ten day period.

(3) If the circumstances justify it, the Contracting Officer may accept and grant a request for equitable adjustment at any later time prior to final payment under the job order, except that the Contractor may not receive profit on a payment under a late request.

(c) If the Contractor includes in its claim the cost of property made obsolete or excess as a result of a change, the Contracting Officer shall have the right to prescribe the manner of disposition of that property.

(d) Failure to agree to any adjustment shall be a dispute within the meaning of the Disputes clause.

(e) Nothing in this clause shall excuse the Contractor from proceeding with the job order as changed.

(End of clause)

252.217–7004 Job orders and compensation.

As prescribed in 217.7104(a), use the following clause:

JOB ORDERS AND COMPENSATION (DEC. 1991)

(a) The Contracting Officer shall solicit bids or proposals and make award of job orders in accordance with FAR part 14 or 15, as applicable. The issuance of a job order signed by the Contracting Officer constitutes award. The job order shall incorporate the terms and conditions of the Master Agreement.

(b) Whenever the Contracting Officer determines that a vessel, its cargo or stores, would be endangered by delay, or whenever the Contracting Officer determines that military necessity requires that immediate work on a vessel is necessary, the Contracting Officer may issue a written order to perform that work and the Contractor hereby agrees to comply with that order and to perform work on such vessel within its capabilities.

(1) As soon as practicable after the issuance of the order, the Contracting Officer and the Contractor shall negotiate a price for the work and the Contracting Officer shall issue a job order covering the work.

(2) The Contractor shall, upon request, furnish the Contracting Officer with a breakdown of costs incurred by the Contractor and an estimate of costs expected to be incurred in the performance of the work. The Contractor shall maintain, and make available for inspection by the Contracting Officer or the Contracting Officer's representative, records supporting the cost of performing the work.

(3) Failure of the parties to agree upon the price of the work shall constitute a dispute within the meaning of the Disputes clause of the Master Agreement. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

(c)(1) If the nature of any repairs is such that their extent and probable cost cannot be ascertained readily, the Contracting Officer may issue a job order (on a sealed bid or negotiated basis) to determine the nature and extent of required repairs.

(2) Upon determination by the Contracting Officer of what work is necessary, the Contractor, if requested by the Contracting Officer, shall negotiate prices for performance of that work. The prices agreed upon shall be set forth in a modification of the job order.

(3) Failure of the parties to agree upon the price shall constitute a dispute under the Disputes clause. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

(End of clause)

252.217–7005 Inspection and manner of doing work.

As prescribed in 217.7104(a), use the following clause:

INSPECTION AND MANNER OF DOING WORK (DEC. 1991)

(a) The Contractor shall perform work in accordance with the job order, any drawings and specifications made a part of the job order, and any change or modification issued under the Changes clause of the Master Agreement.

(b)(1) Except as provided in paragraph (b)(2) of this clause, and unless otherwise specifically provided in the job order, all operational practices of the Contractor and all workmanship, material, equipment, and articles used in the performance of work under the Master Agreement shall be in accordance with the best commercial marine practices and the rules and requirements of the American Bureau of Shipping, the U.S. Coast Guard, and the Institute of Electrical and Electronic Engineers, in effect at the time of Contractor's submission of bid (or acceptance of the job order, if negotiated).

(2) When Navy specifications are specified in the job order, the Contractor shall follow Navy standards of material and workmanship. The solicitation shall prescribe the Navy standard whenever applicable.

(c) The Government may inspect and test all material and workmanship at any time during the Contractor's performance of the work.

(1) If, prior to delivery, the Government finds any material or workmanship is defective or not in accordance with the job order, in addition to its rights under the Guarantees clause of the Master Agreement, the Government may reject the defective or nonconforming material or workmanship and require the Contractor to correct or replace it at the Contractor's expense.

(2) If the Contractor fails to proceed promptly with the replacement or correction of the material or workmanship, the Government may replace or correct the defective or nonconforming material or workmanship and charge the Contractor the excess costs incurred.

(3) As specified in the job order, the Contractor shall provide and maintain an inspection system acceptable to the Government.

(4) The Contractor shall maintain complete records of all inspection work and shall make them available to the Government during performance of the job order and for 90 days after the completion of all work required.

(d) The Contractor shall not permit any welder to work on a vessel unless the welder is, at the time of the work, qualified to the standards established by the U.S. Coast Guard, American Bureau of Shipping, or Department of the Navy for the type of welding being performed. Qualifications of a welder shall be as specified in the job order.

(e) The Contractor shall—

(1) Exercise reasonable care to protect the vessel from fire;

(2) Maintain a reasonable system of inspection over activities taking place in the vicinity of the vessel's magazines, fuel oil tanks, or storerooms containing flammable materials;

(3) Maintain a reasonable number of hose lines ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock or on a marine railway;

(4) Unless otherwise provided in a job order, provide sufficient security patrols to reasonably maintain a fire watch for protection of the vessel when it is in the Contractor's custody;

(5) To the extent necessary, clean, wash, and steam out or otherwise make safe, all tanks under alteration or repair;

(6) Furnish the Contracting Officer a ''gas-free'' or ''safe-for-hotwork'' certificate before any hot work is done on a tank;

(7) Treat the contents of any tank as Government property in accordance with the Government Property (Fixed-Price Contracts) clause; and

(8) Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.

(f) Except as otherwise provided in the job order, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35 °F, the Contractor shall take all necessary steps to—

(1) Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and

(2) Protect the stern tube and propeller hubs from frost damage.

(g) The Contractor shall, whenever practicable—

(1) Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and

(2) Provide Government personnel attached to the vessel access to the vessel at all times.

(h) Government personnel attached to the vessel shall not interfere with the Contractor's work or workers.

(i)(1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any job order, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the job order requires that the Contractor perform the work prior to any opportunity to inspect.

(2) Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.

(j) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the job order specifies otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area ''broom clean.''

(End of clause)

252.217–7006 Title.

As prescribed in 217.7104(a), use the following clause:

TITLE (DEC. 1991)

(a) Unless otherwise provided, title to all materials and equipment to be incorporated in a vessel in the performance of a job order shall vest in the Government upon delivery at the location specified for the performance of the work.

(b) Upon completion of the job order, or with the approval of the Contracting Officer during performance of the job order, all Contractor-furnished materials and equipment not incorporated in, or placed on, any vessel, shall become the property of the Contractor, unless the Government has reimbursed the Contractor for the cost of the materials and equipment.

(c) The vessel, its equipment, movable stores, cargo, or other ship's materials shall not be considered Government-furnished property.

(End of clause)

252.217–7007 Payments.

As prescribed in 217.7104(a), use the following clause:

PAYMENTS (DEC. 1991)

(a) *Progress payments,* as used in this clause, means payments made before completion of work in progress under a job order.

(b) Upon submission by the Contractor of invoices in the form and number of copies directed by the Contracting Officer, and as approved by the Contracting Officer, the Government will make progress payments as work progresses under the job order.

(1) Generally, the Contractor may submit invoices on a semi-monthly basis, unless expenditures justify a more frequent submission.

(2) The Government need not make progress payments for invoices aggregating less than $5,000.

(3) The Contracting Officer shall approve progress payments based on the value, computed on the price of the job order, of labor and materials incorporated in the work, materials suitably stored at the site of the

work, and preparatory work completed, less the aggregate of any previous payments.

(4) Upon request, the Contractor will furnish the Contracting Officer any reports concerning expenditures on the work to date that the Contracting Officer may require.

(c) The Government will retain until final completion and acceptance of all work covered by the job order, an amount estimated or approved by the Contracting Officer under paragraph (b) of this clause. The amount retained will be in accordance with the rate authorized by Congress for Naval vessel repair contracts at the time of job order award.

(d) The Contracting Officer may direct that progress payments be based on the price of the job order as adjusted as a result of change orders under the Changes clause of the Master Agreement. If the Contracting Officer does not so direct—

(1) Payments of any increases shall be made from time to time after the amount of the increase is determined under the Changes clause of the Master Agreement; and

(2) Reductions resulting from decreases shall be made for the purposes of subsequent progress payments as soon as the amounts are determined under the Changes clause of the Master Agreement.

(e) Upon completion of the work under a job order and final inspection and acceptance, and upon submission of invoices in such form and with such copies as the Contracting Officer may prescribe, the Contractor shall be paid for the price of the job order, as adjusted pursuant to the Changes clause of the Master Agreement, less any performance reserves deemed necessary by the Contracting Officer, and less the amount of any previous payments.

(f) All materials, equipment, or any other property or work in process covered by the progress payments made by the Government, upon the making of those progress payments, shall become the sole property of the Government, and are subject to the provisions of the Title clause of the Master Agreement.

(End of clause)

252.217–7008 Bonds.

As prescribed in 217.7104(a), use the following clause:

BONDS (DEC. 1991)

(a) If the solicitation requires an offeror to submit a bid bond, the Offeror may furnish, instead, an annual bid bond (or evidence thereof) or an annual performance and payment bond (or evidence thereof).

(b) If the solicitation does not require a bid bond, the Offeror shall not include in the price any contingency to cover the premium of such a bond.

(c) Even if the solicitation does not require bonds, the Contracting Officer may nevertheless require a performance and payment bond, in form, amount, and with a surety acceptable to the Contracting Officer. Where performance and payment bond is required, the offer price shall be increased upon the award of the job order in an amount not to exceed the premium of a corporate surety bond.

(d) If any surety upon any bond furnished in connection with a job order under this agreement fails to submit requested reports as to its financial condition or otherwise becomes unacceptable to the Government, the Contracting Officer may require the Contractor to furnish whatever additional security the Contracting Officer determines necessary to protect the interests of the Government and of persons supplying labor or materials in the performance of the work contemplated under the Master Agreement.

(End of clause)

252.217–7009 Default.

As prescribed in 217.7104(a), use the following clause:

DEFAULT (DEC. 1991)

(a) The Government may, subject to the provisions of paragraph (b) of this clause, by written notice of default to the Contractor, terminate the whole or any part of a job order if the Contractor fails to—

(1) Make delivery of the supplies or to perform the services within the time specified in a job order or any extension;

(2) Make progress, so as to endanger performance of the job order; or

(3) Perform any of the other provisions of this agreement or a job order.

(b) Except for defaults of subcontractors, the Contractor shall not be liable for any excess costs if failure to perform the job order arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

(c) If the Contractor's failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to

permit the Contractor to perform the job order within the time specified.

(d) If the Government terminates the job order in whole or in part as provided in paragraph (a) of this clause—

(1) The Government may, upon such terms and in such manner as the Contracting Officer may deem appropriate, arrange for the completion of the work so terminated, at such plant or plants, including that of the Contractor, as may be designated by the Contracting Officer.

(i) The Contractor shall continue the performance of the job order to the extent not terminated under the provisions of this clause.

(ii) If the work is to be completed at the plant, the Government may use all tools, machinery, facilities, and equipment of the Contractor determined by the Contracting Office to be necessary for that purpose.

(iii) If the cost to the Government of the work procured or completed (after adjusting such cost to exclude the effect of changes in the plans and specifications made subsequent to the date of termination) exceeds the price fixed for work under the job order (after adjusting such price on account of changes in the plans and specifications made before the date of termination), the Contractor, or the Contractor's surety, if any, shall be liable for such excess.

(2) The Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and delivery to the Government, in the manner and to the extent directed by the Contracting Officer, any completed supplies and such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called ''manufacturing materials'') as the Contractor has specifically produced or specifically acquired for the performance of the terminated part of the job order.

(i) The Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest.

(ii) The Government shall pay to the Contractor the job order price for completed items of work delivered to and accepted by the Government, and the amount agreed upon by the Contractor and the Contracting Officer for manufacturing materials delivered to and accepted by the Government, and for the protection and preservation of property. Failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause.

(e) If, after notice of termination of the job order, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the Government.

(f) If the Contractor fails to complete the performance of a job order within the time specified, or any extension, the actual damage to the Government for the delay will be difficult or impossible to determine.

(1) In lieu of actual damage, the Contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay the amount, if any, set forth in the job order (prorated to the nearest hour for fractional days).

(2) If the Government terminates the job order, the Contractor shall be liable, in addition to the excess costs provided in paragraph (d) of this clause, for liquidated damages accruing until such time as the Government may reasonably obtain completion of the work.

(3) The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor. Subject to the provisions of the Disputes clause of the Master Agreement, the Contracting Officer shall ascertain the facts and the extent of the delay and shall extend the time for performance when in the judgment of the Contracting Officer, the findings of fact justify an extension.

(g) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under this agreement.

(End of clause)

252.217–7010 Performance.

As prescribed in 217.7104(a), use the following clause:

PERFORMANCE (DEC. 1991)

(a) Upon the award of a job order, the Contractor shall promptly start the work specified and shall diligently prosecute the work to completion. The Contractor shall not start work until the job order has been awarded except in the case of emergency work ordered by the Contracting Officer under the Job Orders and Compensation clause of the Master Agreement.

(b) The Government shall deliver the vessel described in the job order at the time and location specified in the job order. Upon completion of the work, the Government shall accept delivery of the vessel at the time and location specified in the job order.

(c) The Contractor shall, without charge and without specific requirement in a job order,—

(1) Make available at the plant to personnel of the vessel while in dry dock or on a marine railway, sanitary lavatory and similar facilities acceptable to the Contracting Officer;

(2) Supply and maintain suitable brows and gangways from the pier, dry dock, or marine railway to the vessel;

(3) Treat salvage, scrap or other ship's material of the Government resulting from performance of the work as items of Government-furnished property, in accordance with the Government Property (Fixed Price Contracts) clause;

(4) Perform, or pay the cost of, any repair, reconditioning or replacement made necessary as the result of the use by the Contractor of any of the vessel's machinery, equipment or fittings, including, but not limited to, winches, pumps, rigging, or pipe lines; and

(5) Furnish suitable offices, office equipment and telephones at or near the site of the work for the Government's use.

(d) The job order will state whether dock and sea trials are required to determine whether or not the Contractor has satisfactorily performed the work.

(1) If dock and sea trials are required, the vessel shall be under the control of the vessel's commander and crew.

(2) The Contractor shall not conduct dock and sea trials not specified in the job order without advance approval of the Contracting Officer. Dock and sea trials not specified in the job order shall be at the Contractor's expense and risk.

(3) The Contractor shall provide and install all fittings and appliances necessary for dock and sea trials. The Contractor shall be responsible for care, installation, and removal of instruments and apparatus furnished by the Government for use in the trials.

(End of clause)

252.217–7011 Access to vessel.

As prescribed at 217.7104(a), use the following clause:

ACCESS TO VESSEL (DEC. 1991)

(a) Upon the request of the Contracting Officer, the Contractor shall grant admission to the Contractor's facilities and access to vessel, on a non-interference basis, as necessary to perform their respective responsibilities, to a reasonable number of:

(1) Government and other Government contractor employees (in addition to those Government employees attached to the vessel); and

(2) Representatives of offerors on other contemplated Government work.

(b) All personnel granted access shall comply with Contractor rules governing personnel at its shipyard.

(End of clause)

252.217–7012 Liability and insurance.

As prescribed in 217.7104(a), use the following clause:

LIABILITY AND INSURANCE (DEC. 1991)

(a) The Contractor shall exercise its best efforts to prevent accidents, injury, or damage to all employees, persons, and property, in and about the work, and to the vessel or part of the vessel upon which work is done.

(b) *Loss or damage to the vessel, materials, or equipment.* (1) Unless otherwise directed or approved in writing by the Contracting Officer, the Contractor shall not carry insurance against any form of loss or damage to the vessel(s) or to the materials or equipment to which the Government has title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to that property.

(2) The Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to maintain insurance, if available, as required or approved by the Contracting Officer.

(3) The Government does not assume risk of and will not pay for any costs of the following:

(i) Inspection, repair, replacement, or renewal of any defects in the vessel(s) or material and equipment due to—

(A) Defective workmanship performed by the Contractor or its subcontractors;

(B) Defective materials or equipment furnished by the Contractor or its subcontracts; or

(C) Workmanship, materials, or equipment which do not conform to the requirements of the contract, whether or not the defect is latent or whether or not the nonconformance is the result of negligence.

(ii) Loss, damage, liability, or expense caused by, resulting from, or incurred as a consequence of any delay or disruption, willful misconduct or lack of good faith by the Contractor or any of its representatives that have supervision or direction of—

(A) All or substantially all of the Contractor's business; or

(B) All or substantially all of the Contractor's operation at any one plant.

(4) As to any risk that is assumed by the Government, the Government shall be subrogated to any claim, demand or cause of action against third parties that exists in favor of the Contractor. If required by the Contracting Officer, the Contractor shall execute a formal assignment or transfer of the claim, demand, or cause of action.

(5) No party other than the Contractor shall have any right to proceed directly

against the Government or join the Government as a co-defendant in any action.

(6) Notwithstanding the foregoing, the Contractor shall bear the first $5,000 of loss or damage from each occurrence or incident, the risk of which the Government would have assumed under the provisions of this paragraph (b).

(c) *Indemnification.* The Contractor indemnifies the Government and the vessel and its owners against all claims, demands, or causes of action to which the Government, the vessel or its owner(s) might be subject as a result of damage or injury (including death) to the property or person of anyone other than the Government or its employees, or the vessel or its owner, arising in whole or in part from the negligence or other wrongful act of the Contractor or its agents or employees, or any subcontractor, or its agents or employees.

(1) The Contractor's obligation to indemnify under this paragraph shall not exceed the sum of $300,000 as a consequence of any single occurrence with respect to any one vessel.

(2) The indemnity includes, without limitation, suits, actions, claims, costs, or demands of any kind, resulting from death, personal injury, or property damage occurring during the period of performance of work on the vessel or within 90 days after redelivery of the vessel. For any claim, etc., made after 90 days, the rights of the parties shall be as determined by other provisions of this agreement and by law. The indemnity does apply to death occurring after 90 days where the injury was received during the period covered by the indemnity.

(d) *Insurance.* (1) The Contractor shall, at its own expense, obtain and maintain the following insurance—

(i) Casualty, accident, and liability insurance, as approved by the Contracting Officer, insuring the performance of its obligations under paragraph (c) of this clause.

(ii) Workers Compensation Insurance (or its equivalent) covering the employees engaged on the work.

(2) The Contractor shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d)(1) of this clause.

(3) Upon request of the Contracting Officer, the Contractor shall provide evidence of the insurance required by paragraph (d) of this clause.

(e) The Contractor shall not make any allowance in the job order price for the inclusion of any premium expense or charge for any reserve made on account of self-insurance for coverage against any risk assumed by the Government under this clause.

(f) The Contractor shall give the Contracting Officer written notice as soon as practicable after the occurrence of a loss or damage for which the Government has assumed the risk.

(1) The notice shall contain full details of the loss or damage.

(2) If a claim or suit is later filed against the Contractor as a result of the event, the Contractor shall immediately deliver to the Government every demand, notice, summons, or other process received by the Contractor or its employees or representatives.

(3) The Contractor shall cooperate with the Government and, upon request, shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The Government shall reimburse the Contractor for expenses incurred in this effort, other than the cost of maintaining the Contractor's usual organization.

(4) The Contractor shall not, except at its own expense, voluntarily make any payment, assume any obligation, or incur any expense other than what would be imperative for the protection of the vessel(s) at the time of the event.

(g) In the event or loss of or damage to any vessel(s), material, or equipment which may result in a claim against the Government under the insurance provisions of this contract, the Contractor shall promptly notify the Contracting Officer of the loss or damage. The Contracting Officer may, without prejudice to any other right of the Government, either—

(1) Order the Contractor to proceed with replacement or repair, in which event the Contractor shall effect the replacement or repair;

(i) The Contractor shall submit to the Contracting Officer a request for reimbursement of the cost of the replacement or repair together with whatever supporting documentation the Contracting Officer may reasonably require, and shall identify the request as being submitted under the Insurance clause of the agreement.

(ii) If the Government determines that the risk of the loss or damage is within the scope of the risks assumed by the Government under this clause, the Government will reimburse the Contractor for the reasonable, allowable cost of the replacement or repair, plus a reasonable profit (if the work or replacement or repair was performed by the Contractor) less the deductible amount specified in paragraph (b) of this clause.

(iii) Payments by the Government to the Contractor under this clause are outside the scope of and shall not affect the pricing structure of the contract, and are additional to the compensation otherwise payable to the Contractor under this contract; or

(2) In the event the Contracting Officer decides that the loss or damage shall not be replaced or repaired, the Contracting Officer shall—

(i) Modify the contract appropriately, consistent with the reduced requirements reflected by the unreplaced or unrepaired loss or damage; or

(ii) Terminate the repair of any part or all of the vessel(s) under the Termination for Convenience of the Government clause of this agreement.

(End of clause)

252.217–7013 Guarantees.

As prescribed in 217.7104(a), use the following clause:

GUARANTEES (DEC. 1991)

(a) In the event any work performed or materials furnished by the contractor under the Master Agreement prove defective or deficient within 90 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.

(b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 90 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.

(c) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.

(d) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.

(1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.

(2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the job order.

(e) The Contractor's liability shall extend for an additional 90 day guarantee period on those defects or deficiencies that the Contractor corrected.

(f) At the option of the Contracting Officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the job price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this agreement.

(End of clause)

252.217–7014 Discharge of liens.

As prescribed in 217.7104(a), use the following clause:

DISCHARGE OF LIENS (DEC. 1991)

(a) The Contractor shall immediately discharge, or cause to be discharged, any lien or right *in rem* of any kind, other than in favor of the Government, that exists or arises in connection with work done or material furnished under any job order under this agreement.

(b) If any lien or right *in rem* is not immediately discharged, the Government, at the expense of the Contractor, may discharge, or cause to be discharged, the lien or right.

(End of clause)

252.217–7015 Safety and health.

As prescribed in 217.7104(a), use the following clause:

SAFETY AND HEALTH (DEC. 1991)

Nothing contained in the Master Agreement or any job order shall relieve the Contractor of any obligations it may have to comply with—

(a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, *et seq.*);

(b) The Safety and Health Regulations for Ship Repairing (29 CFR part 1915); or

(c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

(End of clause)

252.217–7016 Plant protection.

As prescribed in 217.7104(a), use the following clause:

PLANT PROTECTION (DEC. 1991)

(a) The Contractor shall provide, for the plant and work in process, reasonable safeguards against all hazards, including unauthorized entry, malicious mischief, theft, vandalism, and fire.

(b) The Contractor shall also provide whatever additional safeguards are necessary to protect the plant and work in process from espionage, sabotage, and enemy action.

(1) The Government shall reimburse the Contractor for that portion of the costs of the additional safeguards that is allocable to the contract in the same manner as if the Contracting Officer had issued a change order for the additional safeguards.

(2) The costs reimbursed shall not include any overhead allowance, unless the overhead

is incident to the construction or installation of necessary security devices or equipment.

(c) Upon payment by the Government of the cost of any device or equipment required or approved under paragraph (b) of this clause, title shall vest in the Government.

(1) The Contractor shall comply with the instructions of the Contracting Officer concerning its identification and disposition.

(2) No such device or equipment shall become a fixture as a result of its being affixed to realty not owned by the Government.

(End of clause)

252.217–7017 Time of delivery.

As prescribed in 217.7203(a)(1), use the following clause:

TIME OF DELIVERY (DEC. 1991)

(a) Ordering offices shall specify delivery locations and quantities in all oral or written delivery orders under this contract.

(b) The Contractor shall complete deliveries within the hours prescribed in the schedule of this contract and on the days specified by the order.

(c) Orders requiring delivery within 24 hours from Contractor receipt are governed by paragraph (e) of the Requirements clause of this contract.

(End of clause)

ALTERNATE I (DEC. 1991)

As prescribed in 217.7203(a)(1), substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The Contractor shall not be required to deliver within less than _____ hours from the time the Contractor receives a delivery order.

252.217–7018 Change in plant location—bakery and dairy products.

As prescribed in 217.7203(a)(2), use the following clause:

CHANGE IN PLANT LOCATION—BAKERY AND DAIRY PRODUCTS (DEC. 1991)

(a) The Offeror shall identify in the clause in this solicitation entitled Place of Performance, all plants to be used for manufacturing, processing, and shipment. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror shall not change any place of performance between the date set for receipt of offers and the award, except where time permits and then only after receipt of the Contracting Officer's written approval.

(c) The Contractor shall not change any place of performance after contract award without advance approval by the Contracting Officer.

(End of clause)

252.217–7019 Sanitary conditions.

As prescribed in 217.7203(a)(3), use the following clause:

SANITARY CONDITIONS (DEC. 1991)

(a) The Contractor shall ensure that all supplies delivered under this contract, and all plant facilities, machinery, equipment, and apparatus used in the production, processing, handling, storage, or delivery of these supplies, meet the sanitary standards (including bacteriological requirements) prescribed by the specifications cited in this contract.

(b) The Government reserves the right to inspect and test at any reasonable times all plant facilities, machinery, equipment, and parts used in the production, processing, handling, storage, transportation, or delivery of supplies under this contract.

(c) The Contracting Officer or representative shall notify the Contractor in writing of any failure to meet the sanitary standards (including bacteriological requirements) prescribed by this contract. If the Contractor does not correct the failure within three days from receipt of notice, the Contracting Officer may—

(1) Terminate for default all or part of this contract; or

(2) Suspend work (wholly or partially) under the contract for ten days or any longer period considered necessary to allow correction of the failure.

(d) The suspension does not extend the life of this contract and shall not be considered sufficient reason for extending the delivery time.

(e) During the suspension period, the Government reserves the right to acquire similar supplies from other sources, on whatever terms and in whatever manner the Contracting Officer considers appropriate. The Contractor shall be liable to the Government for any excess costs for those similar supplies.

(f) If the Contractor does not correct the failure within the suspension period, the Contracting Officer may terminate for default the unexpired portion of this contract without allowing additional time for correction, notwithstanding paragraph (a)(2) of the Default (Fixed-Price Supply and Service) clause of this contract.

(End of clause)

ALTERNATE I (DEC. 1991)

As prescribed in 217.7203(a)(3), add the following to paragraph (d) of the basic clause:

In a suspension, the quantity of supplies designated in the schedule as a minimum shall be reduced by an amount proportionate to the ratio between (1) the number of days the work is suspended; and (2) the number of days in the contract period. The quantity of supplies designated as maximum shall not be reduced.

252.217–7020 Examination and testing.

As prescribed in 217.7203(b)(1), use the following clause:

EXAMINATION AND TESTING (DEC. 1991)

(a) The Government reserves the right to examine and test all products to be delivered under the contract. Examination and testing of dairy products shall be in accordance with the Veterinary/Medical Wholesomeness Assurance Program for Fresh and Cultured Dairy Products and Frozen Desserts (AR 40–70; NAVSUPINST 4355.6; AFR 161–46; and MCO 10110.44).

(b) *Samples.* (1) The Government shall select the samples. For purposes of this clause, the Contractor agrees that a lot consists of a day's production of the type of product delivered, or intended to be delivered, under this contract.

(2) Samples selected at origin shall be furnished at the Contractor's expense, and shall be considered representative of all the products delivered to the Government from the lot sampled.

(3) Samples selected at destination shall be furnished at Government expense, and shall be considered representative of all of that type product delivered to the Government on the date sampled.

(4) When samples are selected from containers of 1/2 gallon size or smaller, the entire contents of the container shall constitute the sample. When samples are selected from containers larger than 1/2 gallon, a 1/2 pint sample shall be taken for laboratory analysis.

(c) *Deficiencies in amounts.* The Contractor shall reimburse the Government for deficiencies (i.e., amounts less than required in this contract) in the amount of butterfat, milk solids non-fat, or total solids of any type of product as determined by chemical analysis. The amount of the reimbursement shall be determined in accordance with the Deficiency Adjustment clause of this contract. The Government shall not reimburse the Contractor for butterfat, milk solids non-fat, and total solids content in excess of the amount required by this contract.

(d) *Deficiencies in products.* (1) The Contracting Officer or representative shall notify the Contractor orally (with written confirmation) or in writing when two of the last four consecutive lots tested are nonconforming for the same specification requirements. The notice shall be in effect as long as two of the last four consecutive lots tested exceed the same limit of the specification. The Government will take additional samples between 3 and 14 days after the date of the notice.

(2) The Contracting Officer may suspend work under this contract for up to ten days when three out of the last five consecutive lots tested are nonconforming for the same specification requirement, or when any deficiency causes the production of a product which is considered to be a health hazard.

(e) *Suspension.* (1) During the suspension period, the Government reserves the right to acquire similar supplies from other sources, on whatever terms and in whatever manner the Contracting Officer considers appropriate. The Contractor shall be liable to the Government for any excess costs for those similar supplies.

(2) The Contractor shall use the suspension period to correct the deficiencies. The Contractor shall notify the Government when corrective action is complete.

(3) The Contracting Officer shall lift the suspension only after the Government has verified the corrective action and notified the Contractor in writing.

(4) The suspension does not extend the life of this contract and shall not be considered sufficient reason for extending the delivery time.

(5) If the Contractor does not correct the failure within the suspension period, the Contracting Officer may terminate for default the unexpired portion of this contract without allowing additional time for correction, notwithstanding paragraph (a)(2) of the Default (Fixed-Price Supply and Service) clause of this contract.

(End of clause)

ALTERNATE I (DEC. 1991)

As prescribed in 217.7203(b)(1), add the following to paragraph (d)(2) of the basic clause:

In a suspension, the quantity of supplies designated in the schedule as minimum shall be reduced by an amount proportionate to the ratio between (i) the number of days the work is suspended; and (ii) the number of days in the contract period. The quantity of supplies designated as maximum shall not be reduced.

252.217–7021 Deficiency adjustment.

As prescribed in 217.7203(b)(2), use the following clause:

DEFICIENCY ADJUSTMENT (DEC. 1991)

(a) When the Contractor is required under the Examination and Testing clause of the contract to reimburse the Government for deficiencies in the amount of butterfat, milk solids non-fat, or total solids, reimbursement shall be determined by the following formula—

(1) *Butterfat.* Subtract the total pounds of butterfat delivered from the total pounds of butterfat required to be delivered, and multiply the remainder by the butterfat value. The butterfat value is 1.30 multiplied by the average Central States top ''Wholesale Selling Price'' of Grade A, 92 score butter during the monthly period for which the deficiency is computed, as reported in the Dairy Market News, published by the Department of Agriculture, Agricultural Marketing Service, Madison, Wisconsin.

(2) *Milk solids nonfat.* Subtract the total pounds of milk solids non-fat delivered from the total pounds of milk solids non-fat required to be delivered, and multiply the remainder by the milk solids non-fat value. The milk solids non-fat value is 1.45 multiplied by the average Central States top price for ''Extra Grade, Non-fat Dry Milk, Spray (bags)'' during the monthly period for which the deficiency is computed, as reported in the Dairy Market News.

(3) *Total solids.* Add to the total solids delivered the total amount of any shortages for butterfat and milk solids non-fat that the Contractor has already reimbursed. Subtract this amount from the total solids required to be delivered. Multiply the remainder by the milk solids non-fat value.

(b) The Government will not assess amounts totaling $25 or less during a monthly accounting period. Monthly periods begin on the first day of the contract period and on the same day of each succeeding month.

(c) The butterfat, milk solids non-fat, and total solids content of one type of product shall not be averaged with or offset against the content of another type of product, and the content of products delivered in any one monthly period will not be averaged with or offset against the content of products delivered in any other monthly period.

(d) The Contractor shall identify the tare weights of all containers on the shipping documents, and furnish a copy to the Government inspector at destination. The tare weight of dispenser containers shall include all parts of the container delivered as a unit, including lids, tubes, and seals. If different types of containers with different tares are included in a single delivery, the Contractor shall furnish the tare weight and identifying characteristics of each type of container.

(e) The Government shall inspect a representative sample of the line item. If volume and net weight shortages are found, the Government will adjust the entire quantity of the line item delivered on the day the shortage is discovered. For the purpose of determining net weight, the following weight factors apply:

Product	Weight factor
Chocolate flavored milk or drink.	8.8 pounds/gallon.
Milk whole fresh, buttermilk fluid, milk whole fresh. cultured, and milk skim fresh.	8.6 pounds/gallon.
Fresh cream (18 percent butterfat or less), half-and-half fresh, and cream sour cultured.	8.5 pounds/gallon.
Fresh cream (more than 18 percent butterfat).	8.4 pounds/gallon.
Cottage cheese, butter, and other non-frozen products.	Weight on container.
Ice cream and frozen desserts.	Applicable commodity specification.

(f) Contractor reimbursement for deficient supplies does not prejudice the Government's right to terminate for default or to pursue any other remedy under this contract or as provided by law.

(End of clause)

252.217–7022 Code dating.

As prescribed in 217.7203(a)(4), use the following clause:

CODE DATING (DEC. 1991)

(a) The Contractor may use a code to comply with the requirement stated in the schedule or specifications of this contract for showing a date on the labels of delivered items.

(b) Before using a code, the Contractor shall—

(1) Provide a written explanation to the Contracting Officer; and

(2) Obtain the Contracting Officer's approval in writing.

(c) The Contractor shall also obtain the Contracting Officer's written approval before making any changes in the code symbols, system, or explanation.

(End of clause)

252.217–7023 Marking.

As prescribed in 217.7203(a)(5), use the following clause:

MARKING (DEC. 1991)

Commercial markings are acceptable, notwithstanding any specification references to MIL–STD–129.

(End of clause)

252.217–7024 Responsibility for containers and equipment.

As prescribed in 217.7203(a)(6), use the following clause:

RESPONSIBILITY FOR CONTAINERS AND EQUIPMENT (DEC. 1991)

(a) The Contractor shall—

(1) Maintain all reusable containers and equipment in a sanitary condition and in a good state of repair and working order; and

(2) Remove all empty, reusable containers from Government premises at the time of each delivery, unless the Contracting Officer grants permission in writing for less frequent removal.

(b) The Government shall not be liable for any damage to, or loss or destruction of, containers and equipment furnished by the Contractor.

(End of clause)

252.217–7025 Containers and equipment.

As prescribed in 217.7203(b)(3), use the following clause:

CONTAINERS AND EQUIPMENT (DEC. 1991)

(a) The Contractor shall ensure that dispenser containers and filling equipment used in the performance of this contract, and any Contractor-furnished refrigerated bulk milk dispenser cabinets, comply with MIL–STD–175, Minimum Sanitary Standards for the Equipment and Methods for Handling of Milk and Milk Products in Bulk Milk Dispensing Operations.

(b) The Contractor shall install, service, and maintain any Contractor-furnished bulk milk dispenser cabinets to the Contracting Officer's satisfaction. The Contractor has sole responsibility for the supply, installation, maintenance, and removal of the cabinets, including labor and material costs, and for any damage to, or loss or destruction of, such cabinets.

(c) When the Contractor fails to furnish milk dispenser cabinets or milk dispenser containers as required in the schedule, or does not properly service, maintain, and repair such dispenser cabinets, so that milk cannot be dispensed as needed by the Government, the Contractor shall, for as long as such conditions exist, deliver a sufficient quantity of milk in half-pint containers to satisfy orders for milk dispenser containers. The price per gallon for milk dispenser containers shall apply.

(d) When any loss of contents of a dispenser container occurs (including loss due to contamination, spoilage, or leakage) as a result of functional failure of the dispenser cabinet or dispenser containers, the Contractor shall immediately replace the lost contents without cost to the Government, unless such functional failure was due to a general power failure at the Government installation.

(End of clause)

252.217–7026 Identification of sources of supply.

As prescribed in 217.7303, use the following provision:

IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line items	National stock No.	Commercial item (Y or N)	Source of supply			Actual mfg?
			Company	Address	Part No.	
(1)	(2)	(3)	(4)	(4)	(5)	(6)
_____	_____	_____	_____	_____	_____	_____

(1) List each deliverable item of supply and item of technical data.
(2) If there is no national stock number, list ''none.''
(3) Use ''Y'' if the item is a commercial item; otherwise use ''N.'' If ''Y'' is listed, the Offeror need not complete the remaining columns in the table.
(4) For items of supply, list all sources. For technical data, list the source.
(5) For items of supply, list each source's part number for the item.
(6) Use ''Y'' if the source of supply is the actual manufacturer; ''N'' if it is not; and ''U'' if unknown.

(End of provision)

[56 FR 36479, July 31, 1991, as amended at 59 FR 27675, May 27, 1994; 60 FR 61601, Nov. 30, 1995]

252.217–7027 Contract definitization.

As prescribed in 217.7406(b), use the following clause:

CONTRACT DEFINITIZATION (FEB 1996)

(a) A _____*(insert specific type of contract action)* is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the underfinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a _____*(insert type of proposal; e.g., fixed-price or cost-and-fee)* proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is as follows (*insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and cost or pricing data).*

_____

_____

_____

_____

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.8 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—

(i) All clauses required by the FAR on the date of execution of this underfinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated _____ *(insert ''cost/price ceiling'' or ''firm-fixed price'')* in no event to exceed _____ *(insert the not-to-exceed amount).*

(End of clause)

[61 FR 7750, Feb. 29, 1996; 61 FR 18195, Apr. 24, 1996]

252.217–7028 Over and above work.

As prescribed in 217.7702, use a clause substantially as follows:

OVER AND ABOVE WORK (DEC. 1991)

(a) *Definitions.*

As used in this clause—

(1) *Over and above work* means work discovered during the course of performing overhaul, maintenance, and repair efforts that is—

(i) Within the general scope of the contract;

(ii) Not covered by the line item(s) for the basic work under the contract; and

(iii) Necessary in order to satisfactorily complete the contract.

(2) *Work request* means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover—

(1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and

furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall—

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

(End of clause)

252.219–7000 Small disadvantaged business concern representation (DoD contracts).

As prescribed in 219.304(b), use the following provision:

SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DOD CONTRACTS) (APR. 1994)

(a) *Definition. Small disadvantaged business concern*, as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR part 124 describes a small disadvantaged business concern as a small business concern—

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) *Representations.* Check the category in which your ownership falls—

_____Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

_____Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)

_____Black American (U.S. citizen)

_____Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

_____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

_____Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under section 8(a) of the Small Business Act

_____Other

(c) *Certifications.* Complete the following—

(1) The offeror is ___ is not ___ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has ___ has not ___ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was ___ and the offeror—

_____Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

_____Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) *Penalties and remedies.* Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall—

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(End of provision)

[56 FR 36479, July 31, 1991, as amended at 59 FR 22131, Apr. 29, 1994]

252.219–7001 Notice of partial small business set-aside with preferential consideration for small disadvantaged business concerns.

As prescribed in 219.508(d), use the following clause:

NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE WITH PREFERENTIAL CONSIDERATION FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 1995)

(a) *Definitions.*

Labor surplus area, as used in this clause, means a geographical area identified by the Department of Labor as an area of labor surplus.

Labor surplus area concern, as used in this clause, means a concern that, together with its first tier subcontractors, will perform substantially in labor surplus areas.

Perform substantially in labor surplus areas, as used in this clause, means that the costs incurred under the contract on account of manufacturing, production, and performance of services in labor surplus areas exceed 50 percent of the contract price.

Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

Small disadvantaged business concern, as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

United States, as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) *General.* A portion of this requirement, identified elsewhere in this solicitation, has been set-aside for award to one or more small business concerns. After offers for the non-set-aside portion have been evaluated, negotiations will be conducted for the set-aside portion.

(1) Offers on the non-set-aside portion will be evaluated and award made in accordance with the other provisions of this solicitation.

(2) The set-aside portion will be negotiated, in accordance with this clause, with small business concerns which submitted offers on the non-set-aside portion.

(c) *Award of the set-aside portion.* (1) Small business offerors on the non-set-aside portion will be selected for negotiation of the set-aside portion based on their standing—first in terms of group and then in terms of lowest responsive offer on the non-set-aside portion.

(i) Group 1—Small disadvantaged business concerns which are also labor surplus area concerns.

(ii) Group 2—Small business concerns which are also labor surplus area concerns.

(iii) Group 3—Other small disadvantaged business concerns.

(iv) Group 4—Other small business concerns.

(2) The set-aside portion will be awarded at the highest unit price(s) in the contract(s) for the non-set-aside portion, adjusted to reflect transportation and other costs appropriate for the selected contractor(s), except—

(i) Award of the set-aside portion to a small disadvantaged business concern will be at the lower of—

(A) The price offered by the concern on the non-set-aside portion; or

(B) A price that does not exceed the award price on the non-set-aside portion by more than ten percent.

(ii) When award under the set-aside portion is to a concern offering a nonqualifying country end product and the highest unit price in the contract(s) is for a domestic or qualifying country end product, the set-aside price will be the higher of—

(A) The highest award price for a nonqualifying country end product under the nonset-aside; or

(B) A price which, when adjusted by the Buy American Act evaluation factor, would equal the highest unit price in the contract(s).

(iii) When award under the set-aside portion is to a concern offering a domestic end product and the highest unit price in the contract(s) is for a nonqualifying country end product which was evaluated using the Buy American Act evaluation factor, the set-aside price will be awarded at the evaluated price of the non-qualifying country.

(iv) When award under the set-aside portion is to a concern offering a domestic end product and the highest unit price in the contract(s) is for a nonqualifying country end product which was evaluated without the Buy American Act factor—

(A) And award was made to a domestic or qualifying country offer at a price lower than the high contract price, the set-aside price will be the highest unit price in the contract(s).

(B) And award was not made to a domestic or qualifying country offer at a price lower than the high contract price, the set-aside price will be the lower of—

(*1*) The highest unit price under the contract(s) as adjusted by the Buy American Act evaluation factor; or

(*2*) The lowest offered price for a domestic or qualifying country end product which was not awarded under the nonset-aside.

(v) Where the Trade Agreements Act applies to the nonset-aside portion, offers of eligible products will be treated as if they were qualifying country end products.

(vi) Discount terms used in evaluation of the highest non-set-aside award price will apply to the set-aside award price.

(3) If negotiations are not successful for any part of the set-aside portion, the set-aside will be dissolved for that part and the requirement will be resolicited.

(d) *Token offers.* The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.

(e) *Eligibility for preference as a labor surplus area concern.* Small business or small disadvantaged business offerors which claim preference for the set-aside portion as a labor surplus area concern, must list the labor surplus area location(s) of offeror or first tier subcontractors, which account for more than 50 percent of the contract price.

Name of Company:
Street Address:
City/County:
State:

(f) *Agreements.*

(1) If awarded a contract as a small disadvantaged business-labor surplus area concern or as a small business-labor surplus area concern, the offeror—

(i) Will perform the contract, or cause it to be performed, substantially in areas classified as labor surplus areas.

(ii) If the contract is in excess of $25,000, will submit a report to the Contracting Officer within 30 days after award that contains the following information—

(A) The dollar amount of the contract.

(B) Identification of each labor surplus area in which contract and subcontract performance is taking or will take place.

(C) The total costs incurred and to be incurred under the contract in each of the labor surplus areas by the contractor and first tier subcontractors.

(D) The total dollar amount attributable to performance in labor surplus areas.

(2) A manufacturer or regular dealer, which claims preference as a small disadvantaged business and submits an offer in its own name, agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States, except, as provided in section 8051 of Pub. L. 103–139 and section 8012 of Pub. L. 103–335, for contracts awarded during fiscal years 1994 and 1995, a small disadvantaged business manufacturer or regular dealer owned by an Indian tribe, including an Alaska Native Corporation, agrees to furnish only end items manufactured or produced by small business concerns in the United States.

(End of clause)

ALTERNATE I (MAY 1994)

As prescribed in 219.508(d), substitute the following paragraph (f)(2) for paragraph (f)(2) of the basic clause:

(f)(2) A regular dealer, which claims preference as a small disadvantaged business and submits an offer in its own name, agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States.

[56 FR 36479, July 31, 1991, as amended at 59 FR 24959, May 13, 1994; 60 FR 29502, June 5, 1995]

252.219–7002 Notice of small disadvantaged business set-aside.

As prescribed in 219.508–70, use the following clause:

NOTICE OF SMALL DISADVANTAGED BUSINESS SET-ASIDE (MAY 1995)

(a) *Definitions.*

Small disadvantaged business concern, as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

United States, as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) *General.* Offers are solicited only from small disadvantaged business concerns. Offers received from concerns that are not small disadvantaged businesses are nonresponsive and will be rejected.

(c) *Agreement.* A small disadvantaged business manufacturer or regular dealer, submitting an offer in its own name, agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States, except, as provided in section 8051 of Pub. L. 103–139 and section 8012 of Pub. L. 103–335, for contracts awarded during fiscal years 1994 and 1995, a small disadvantaged business manufacturer or regular dealer

owned by an Indian tribe, including an Alaska Native Corporation, agrees to furnish only end items manufactured or produced by small business concerns in the United States.

(End of clause)

ALTERNATE I (MAY 1994)

As prescribed in 219.508–70, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) *Agreement.* A small disadvantaged business regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States.

[56 FR 36479, July 31, 1991, as amended at 59 FR 24959, May 13, 1994; 60 FR 29502, June 5, 1995]

EFFECTIVE DATE NOTE: At 60 FR 54955, Oct. 27, 1995, §252.219–7002 was suspended indefinately.

252.219–7003 Small, small disadvantaged and women-owned small business subcontracting plan (DoD contracts).

As prescribed in 219.708(b)(1)(A), use the following clause:

SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)

This clause supplements the Federal Acquisition Regulation 52.219–9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities,* as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d–5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c (b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business,* when used in the FAR 52.219–9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219–9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who Are Blind or Severely Disabled (41 U.S.C. 46–48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101–510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded—

(1) Protege firms which are qualified organizations employing the severely handicapped; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101–510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219–9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 59 FR 22131, Apr. 29, 1994; 59 FR 27675, May 27, 1994; 60 FR 61601, Nov. 30, 1995; 61 FR 18688, Apr. 29, 1996]

252.219–7004 Small, small disadvantaged and women-owned small business subcontracting plan (test program).

As prescribed in 219.708(b)(1)(B), use the following clause:

SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUL 1996)

(a) *Definition. Subcontract,* as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(b) The Offeror's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of Section 834 of Pub. L. 101–189, as amended, shall be included in and made a part of the resultant contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of Section 211 of Pub. L. 95–507.

(c) The Contractor shall submit Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the form, except Item 14, Remarks, shall be completed to include semi-annual cumulative (1) small business, small disadvantaged business, and women-owned small business goals, and (2) small business and small disadvantaged business goals, actual accomplishments, and percentages for each of the two designated industry categories.

(d) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled ''Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns,'' or (2) an approved plan required by this clause, shall be a material breach of the contract.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 35668, July 10, 1995; 61 FR 39901, July 31, 1996]

252.219–7005 Incentive for subcontracting with small businesses, small disadvantaged businesses, historically black colleges and universities, and minority institutions.

As prescribed in 219.708(c)(1), use the following clause:

INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, AND MINORITY INSTITUTIONS (NOV 1995)

(a) If the Contractor exceeds the small disadvantaged business, historically black college and university, minority institution goal of its subcontracting plan, at completion of contract performance, the Contractor will receive (Insert appropriate number between 1 and 10) percent of the excess.

(b) The Contractor will not receive this incentive if the Contracting Officer determines that exceeding the goal was not due to the Contractor's efforts (e.g., a subcontractor cost overrun or award of subcontracts planned but not disclosed in the subcontracting plan). Determinations made under this paragraph are not subject to the Disputes clause.

(c) If this is a cost contract, the limitations in FAR subpart 15.9 may not be exceeded.

(d) This clause does not apply if the subcontracting plan is a plant, division, or company-wide commercial items plan.

(End of clause)

ALTERNATE I (DEC. 1991)

As prescribed in 219.708(c)(1), add the following paragraph (b) to the basic clause and renumber the existing paragraphs (b), (c), and (d) as (c), (d), and (e).

(b) If the Contractor exceeds the small business goal of its subcontracting plan, at completion of contract performance, the Contractor will receive (Insert appropriate number between 1 and 10) percent of the excess.

[56 FR 36479, July 31, 1991, as amended at 60 FR 61601, Nov. 30, 1995]

252.219–7006 Notice of evaluation preference for small disadvantaged business concerns.

As prescribed in 219.7003, use the following clause:

NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 1995)

(a) *Definitions. Historically black colleges and universities,* as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d–5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

United States, as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of ten percent to the price of all offers, except—

(i) Offers from small disadvantaged business concerns, which have not waived the preference;

(ii) Offers from historically black colleges and universities or minority institutions, which have not waived the preference;

(iii) Otherwise successful offers of—

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225–7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The ten percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the ten percent factor. The ten percent factor will not be applied if using the preference would cause the contract award to be made at a price which exceeds the fair market price by more than ten percent.

(c) *Waiver of evaluation preference.* A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the ten percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers which waive the preference.

_____ Offeror elects to waive the preference

(d) *Agreements.* (1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for—

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.

(ii) Supplies, at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns, historically black colleges or universities, or minority institutions in the United States, except, as provided in section 8051 of Pub. L. 103–139 and section 8012 of Pub. L. 103–335, for contracts awarded during fiscal years 1994 and 1995, a small disadvantaged business manufacturer or regular dealer owned by an Indian tribe, including an Alaska Native Corporation, agrees to furnish only end items manufactured or produced by small business concerns in the United States.

(3) Upon request, a historically black college or university or minority institution offeror will provide the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

(End of clause)

ALTERNATE I (MAY 1994)

As prescribed in 219.7003, substitute the following paragraph (d)(2) for paragraph (d)(2) of the basic clause:

(d)(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns, historically black colleges or universities, or minority institutions in the United States.

[56 FR 36479, July 31, 1991, as amended at 59 FR 22131, Apr. 29, 1994; 59 FR 24959, May 13, 1994; 60 FR 29502, June 5, 1995]

252.219–7007 Alternates.

ALTERNATE A (AUG. 1992)

As prescribed in 219.811–3(a), substitute the following paragraph (d) for paragraph (d) of the clause at FAR 52.219–11:

(d) That payments to be made under the contract will be deposited by the contracting activity to a special account established by the subcontractor and that all disbursements will be subject to approval of the Contracting Officer.

ALTERNATE B (APR. 1993)

As prescribed in 219.811–3(b), delete paragraph (c) of the clause at FAR 52.219–12 and add the following subparagraphs (5), (6), and (7) to paragraph (b):

(5) That, in accordance with section 813 of Pub. L. 102–190, it will establish a special account, at a bank insured by the Federal Deposit Insurance Corporation, under which—

(i) All payments under this subcontract will be deposited directly by the (insert name of contracting activity); and

(ii) All disbursements will be subject to approval of the Department of Defense's Contracting Officer.

(6) That it will make timely payment to all suppliers of material and labor.

(7) That it will notify all suppliers of material or labor and will obtain written acknowledgement from such suppliers, that the contract is exempt from the Miller Act's bonding requirement and that neither the SBA nor the (insert name of contracting activity) are liable for payment to suppliers for materials or labor. Such acknowledgements must be provided to the Contracting Officer before approval of disbursements to the Contractor from the special bank account.

ALTERNATE C (APR. 1993)

As prescribed in 219.811–3(c), substitute the following paragraphs (a)(3) and (b) for paragraphs (a)(3) and (b) of the clause at FAR 52.219–17:

(a)(3) That payments to be made under the contract will be deposited by the contracting activity to a special account established by the subcontractor and that all disbursements will be subject to approval of the Department of Defense Contracting Officer.

(b) The (insert name of subcontractor), hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(2) That, in accordance with section 813 of Pub. L. 102–190, it will establish a special account, at a bank insured by the Federal Deposit Insurance Corporation, under which—

(i) All payments under this subcontract will be deposited directly by the *(insert name of contracting activity;* and

(ii) All disbursements will be subject to approval of the Department of Defense's Contracting Officer.

(3) That it will make timely payment to all suppliers of material and labor.

(4) That it will notify all suppliers of material or labor and will obtain written acknowledgement from such suppliers, that the contract is exempt from the Miller Act's bonding requirement and that neither the SBA nor the *(insert name of contracting activity* are liable for payment to suppliers for materials or labor. Such acknowledgements must be provided to the Department of Defense Contracting Officer before approval of disbursements to the subcontractor from the special bank account.

[57 FR 38287, Aug. 24, 1992, as amended at 58 FR 28472, May 13, 1993; 58 FR 32416, June 9, 1993]

252.219–7008 Notice of evaluation preference for small disadvantaged business concerns—construction acquisitions—test program.

As prescribed in 219.7204, use the following clause:

NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS—CONSTRUCTION ACQUISITIONS—TEST PROGRAM (APR 1996)

(a) *Definitions.*

As used in this clause—

''Historically black colleges and universities (HBCUs),'' means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

''Minority institutions,'' means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d–5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

''Small disadvantaged business (SDB) concern,'' means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

(b) *Evaluation preference.*

(1) Offerors shall separately state bond costs in the offer. Bond costs include the costs of bid, performance, and payment bonds.

(2) Offers will be evaluated initially based on their total prices. If the apparently successful offeror is an SDB concern, no preference-based evaluation will be conducted.

(3) If the apparently successful offeror is not an SDB concern, offers will be evaluated based on their prices excluding bond costs. If, after excluding bond costs, the apparently successful offeror is an SDB concern, bond costs will be added back to all offers, and offers from SDB concerns will be given a preference in evaluation by adding a factor of 10 percent to the total price of all offers, except—

(i) Offers from SDBs which have not waived the evaluation preference; and

(ii) Offers from HBCUs or minority institutions, which have not waived the evaluation preference.

(c) *Waiver of evaluation preference.*

A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference. The agreements in paragraph (d) of this clause do not apply to offers which waive the preference.

_____Offeror elects to waive the preference.

(d) *Agreements.*

A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for—

(i) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(ii) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(End of clause)

[61 FR 18688, Apr. 29, 1996]

252.222–7000 Restrictions on employment of personnel.

As prescribed in 222.7003, use the following clause:

RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (DEC. 1991)

(a) The Contractor shall employ, for the purposes of performing that portion of the contract work in the State of (insert appropriate State), individuals who are residents of the State, and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in each subcontract.

(End of clause)

252.222–7001 Right of First Refusal of Employment—Closure of Military Installations.

As prescribed in 222.7102, use the following clause:

RIGHT OF FIRST REFUSAL OF EMPLOYMENT—CLOSURE OF MILITARY INSTALLATIONS (APR. 1992)

(a) The Contractor shall give Government employees, who have been or will be adversely affected by the closure of the military installation where this contract will be performed, the right of first refusal for employment openings under the contract. This right applies to positions for which the employee is qualified, if consistent with post-Government employment conflict of interest standards.

(b) Government personnel seeking preference under this clause shall provide the Contractor with evidence from the Government personnel office.

(End of clause)

[57 FR 52594, Nov. 4, 1992, as amended at 58 FR 28472, May 13, 1993]

252.223–7000 [Reserved]

252.223–7001 Hazard warning labels.

As prescribed in 223.303, use the following clause:

HAZARD WARNING LABELS (DEC. 1991)

(a) ''Hazardous material,'' as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 *et seq*). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b) (1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

Material (if none, insert "none.")	Act
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL–STD–129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.223–7002 Safety precautions for ammunition and explosives.

As prescribed in 223.370–5, use the following clause:

SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

(a) *Definition. Ammunition and explosives,* as used in this clause—

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

(i) Bulk,

(ii) Ammunition;

(iii) Rockets;

(iv) Missiles;

(v) Warheads;

(vi) Devices; and

(vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system—

(i) Inert components containing no explosives, propellants, or pyrotechnics;

(ii) Flammable liquids;

(iii) Acids;

(iv) Oxidizers;

(v) Powdered metals; or

(vi) Other materials having fire or explosive characteristics.

(b) *Safety requirements.* (1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26–M, hereafter referred to as ''the manual,'' in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) *Noncompliance with the manual.* (1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances.

(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) *Mishaps.* If a mishap involving ammunition or explosives occurs, the Contractor shall—

(1) Notify the Contracting Officer immediately;

(2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and

(3) Submit a written report to the Contracting Officer.

(e) *Contractor responsibility for safety.* (1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of—

(i) The Contractor's personnel and property;

(ii) The Government's personnel and property; or

(iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) *Contractor responsibility for contract performance.* (1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not

impose or add to any liability of the Government.

(g) *Subcontractors.* (1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.

(ii) NOTE: The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to ''the Government''. The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.

(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.

(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled ''Change in Place of Performance—Ammunition and Explosives''.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 59 FR 27675, May 27, 1994]

252.223–7003 Change in place of performance—ammunition and explosives.

As prescribed in 223.370–5, use the following clause:

CHANGE IN PLACE OF PERFORMANCE—AMMUNITION AND EXPLOSIVES (DEC. 1991)

(a) The Offeror shall identify, in the ''Place of Performance'' provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of clause)

252.223–7004 Drug-Free Work Force.

As prescribed in 223.570–4, use the following clause:

DRUG-FREE WORK FORCE (SEP. 1988)

(a) *Definitions.* (1) *Employee in a sensitive position,* as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) *Illegal drugs,* as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that title. The term ''illegal drugs'' does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, the efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing—

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the ''Mandatory Guidelines for Federal Workplace Drug Testing Programs'' (53 FR 11980 (April 11 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

[57 FR 32737, July 23, 1992]

252.223–7005 Hazardous waste liability.

As prescribed in 223.7002, use the following clause:

HAZARDOUS WASTE LIABILITY (OCT. 1992)

(a) *Definitions.*

As used in this clause—

(1) *Hazardous waste* has the meaning given that term by section 1004(5) of the Solid Waste Disposal Act (42 U.S.C. 6903(5)), except that such term also includes polychlorinated biphenyls (PCB).

(2) *Polychlorinated biphenyls* (PCB) has the meaning given that term under section 6(e) of the Toxic Substances Control Act (15 U.S.C. 2605(e)).

(b) Upon receipt of hazardous waste properly characterized pursuant to applicable laws and regulations, the Contractor agrees that it shall reimburse the Government for any penalties assessed against, all liabilities incurred by, costs incurred by, and damages suffered by, the Government that are caused by—

(1) The Contractor's breach of any term of the contract; or

(2) Any negligent or willful act or omission of the Contractor or employees of the Contractor, in the performance of the contract.

(c) Not later than 30 days after the award date of the contract, the Contractor shall demonstrate the ability to reimburse the Government as provided in paragraph (b) of this clause, by providing evidence to the Contracting Officer that—

(1) The facility has liability insurance meeting the requirements of 40 CFR 264.147; or

(2) The facility meets the financial assurance requirements of 40 CFR 264.147 for sudden and nonsudden accidental occurrences.

(d) This clause does not apply to—

(1) Performance of remedial action or corrective action under—

(i) The Defense Environmental Restoration Program;

(ii) Other programs or activities of the Department of Defense; or

(iii) Authorized State hazardous waste programs;

(2) Disposal of hazardous waste when the generation of such waste is incidental to the performance of the contract: or

(3) Disposal of ammunition or solid rocket motors.

(e) The Contractor shall include this clause, including this paragraph (e), in each subcontract under which the subcontractor receives hazardous waste from a defense facility.

(End of clause)

[57 FR 53601, Nov. 12, 1992; 58 FR 40388, July 28, 1993]

§ 252.223–7006 Prohibition on storage and disposal of toxic and hazardous materials.

As prescribed in 223.7103(a), use the following clause:

PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR. 1993)

(a) *Definitions.*

As used in this clause—

(1) *Storage* means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) *Toxic or hazardous materials* means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

ALTERNATE I (NOV 1995)

As prescribed in 223.7103(b), add the following paragraphs (c) and (d) to the basic clause:

(c) With respect to treatment or disposal authorized pursuant to 10 U.S.C. 2692(b)(9), and notwithstanding any other provision of the contract, the Contractor assumes all financial and environmental responsibility and liability resulting from any treatment or disposal of non-DoD-owned toxic or hazardous materials on a military installation. The Contractor shall indemnify, defend, and hold the Government harmless for all costs, liability, or penalties resulting from the Contractor's treatment or disposal of non-DoD-owned toxic or hazardous materials on a military installation.

(d) The Contractor shall include this clause, including this paragraph (d), in each subcontract which requires, may require, or permits a subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.

[58 FR 28472, May 13, 1993, as amended at 60 FR 13076, Mar. 10, 1995; 60 FR 61601, Nov. 30, 1995]

252.223–7007 Safeguarding sensitive conventional arms, ammunition, and explosives.

As prescribed in 223.7203, use the following clause:

SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (FEB 1996)

(a) Definition.

''Arms, ammunition, and explosives (AA&E),'' as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76–M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76–M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

Nomenclature	National stock number	Sensitivity category

(c) The Contractor shall comply with the requirements of DoD 5100.76–M, as specified in the statement of work. The edition of DoD 5100.76–M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Investigative Service (DIS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DIS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier—

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

[61 FR 7750, Feb. 29, 1996]

252.225–7000 Buy American Act—Balance of Payments Program Certificate.

As prescribed in 225.109(a), use the following provision:

BUY AMERICAN ACT—BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC. 1991)

(a) *Definitions. Domestic end product, qualifying country, qualifying country end product,* and *qualifying country end product* have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.* (1) The Offeror certifies that—

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line item No.	Country of origin
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line item No.	Country of origin (If known)
_____	_____

(End of provision)

252.225–7001 Buy American Act and Balance of Payments Program.

As prescribed in 225.109(d), use the following clause:

BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JAN. 1994)

(a) *Definitions.* (1) *Components* means those articles, materials, and supplies directly incorporated into end products.

(2) *Qualifying country* means any country set forth in subsection 225.872–1 of the Defense FAR Supplement.

(3) *Qualifying country component* means an item mined, produced, or manufactured in a qualifying country.

(4) *End product* means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(5) *Domestic end product* means—

(i) An unmanufactured end product which has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). Consider a component to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind—

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) Which the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(6) *Nonqualifying country end product* means an end product which is neither a domestic end product nor a qualifying country end product.

(7) *Qualifying country end product* means—

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) This clause implements the Buy American Act (41 U.S.C. 10a–d) in a manner that will encourage a favorable international balance of payments by providing a preference

to domestic end products over other end products, except for end products which are qualifying country end products.

(c) The Contractor agrees that it will deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act and Balance of Payments Certificate or the Buy American Act—Trade Agreements—Balance of Payments Program Certificate. An offer certifying that a qualifying country end product will be supplied requires the Contractor to deliver a qualifying country end product or a domestic end product.

(d) The offered price of nonqualifying country end products must include all applicable duty. Generally, when the Buy American Act is applicable, each nonqualifying country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 59 FR 1290, Jan. 10, 1994]

252.225–7002 Qualifying country sources as subcontractors.

As prescribed in 225.109–70(a), use the following clause:

QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC. 1991)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

(End of clause)

252.225–7003 Information for duty-free entry evaluation.

As prescribed in 225.109–70(b), use the following provision:

INFORMATION FOR DUTY-FREE ENTRY EVALUATION (AUG. 1992)

(a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry—Qualifying Country End Products and Supplies clause of this solicitation?

Yes ( )
No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ( )
No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( )
No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? $_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(d) Offers will be evaluated on a duty included basis except to the extent that—

(1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or

(2) The duty-free price is specified for use in the evaluation procedure.

(End of provision)

[56 FR 36479, July 31, 1991, as amended at 57 FR 42633, Sept. 15, 1992]

252.225–7004 Nondomestic construction materials.

As prescribed in 225.205–70, use the following clause:

NONDOMESTIC CONSTRUCTION MATERIALS (DEC. 1991)

The requirements of the Buy American Act clause of this contract do not apply to the following items:

_____

_____

(End of clause)

252.225–7005 Identification of expenditures in the United States.

As prescribed in 225.305–70, use the following clause:

IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (DEC. 1991)

(a) On each invoice, voucher, or other request for payment under this contract, the Contractor shall identify that part of the requested payment which represents estimated expenditures in the United States. The identification—

(1) May be expressed either as dollar amounts or as percentages of the total amount of the request for payment.

(2) Should be based on reasonable estimates.

(3) Shall consist of stating the full amount of the payment requested, subdivided into the following categories:

(i) U.S. products—expenditures for material and equipment manufactured or produced in the United States, excluding transportation;

(ii) U.S. services—expenditures for services performed in the United States, including charges for overhead, other indirect costs, and profit;

(iii) Transportation on U.S. carriers—expenditures for transportation furnished by U.S. flag, ocean, surface, and air carriers; and

(iv) Expenditures not identified under paragraphs (a) (1), (2), and (3).

(b) If this contract is principally for supplies or if the Contractor is not an incorporated concern incorporated in the United States, or an unincorporated concern having its principal place of business in the United States, the amounts identified under paragraphs (a)(3) (i), (ii), and (iii) will be limited to payments made pursuant to the requirements either of the United States Products and Services clause, if any, or of any other specific provision of this contract that obligates the Contractor to acquire certain materials, equipment, transportation, or services from U.S. sources.

(c) Nothing in this clause requires the establishment or maintenance of detailed accounting records or gives the U.S. Government any right to audit the Contractor's books or records.

(End of clause)

252.225–7006 Buy American Act—Trade Agreements—Balance of Payments Program Certificate.

As prescribed in 225.407(a)(1), use the following provision:

BUY AMERICAN ACT—TRADE AGREEMENTS—BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN. 1994)

(a) *Definitions.*

Caribbean Basin country end product, designated country end product, domestic end product, NAFTA country end product, nondesignated country end product, qualifying country end product, and *U.S. made end product* have the meanings given in the Trade Agreements or Buy American Act and Balance of Payments Program clauses of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to U.S. made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(c) *Certifications.* (1) The Offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product (as defined in the Buy American Act and Balance of Payments Program clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify and certify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as *U.S. made end products* but do not meet the definition of *domestic end product:*

_____

(insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

_____

(insert line item number)

_____

(insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

_____

(insert line item number)

_____

(insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

_____

(insert line item number)

_____

(insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

_____

(insert line item number)

_____

(insert country of origin)

(vi) The Offeror certifies that the following supplies are other nondesignated country end products.

_____

(insert line item number)

_____

(insert country of origin)

(End of provision)

[56 FR 36479, July 31, 1991, as amended at 56 FR 67221, Dec. 30, 1991; 59 FR 1290, Jan. 10, 1994]

252.225–7007 Trade Agreements.

As prescribed in 225.408(a)(2), use the following clause:

TRADE AGREEMENTS (JUL 1996)

(a) *Definitions.*

(1) *Caribbean Basin country end product*—

(i) Means an article that—

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in 25.401 of the FAR); or

(B) Has, in the case of an article which consists in whole or in part of materials from another country or instrumentality, been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself. It does not include service contracts as such.

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of—

(A) Textiles and apparel articles that are subject to textile agreements;

(B) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under title V of the Trade Act of 1974;

(C) Tuna, prepared or preserved in any manner in airtight containers; and

(D) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material which is the product of any country to which Harmonized Tariff Schedule column 2 rates of duty apply.

(2) *Components, domestic end product, end product, nonqualifying country, qualifying country,* and *qualifying country end product* have the meanings given in the Buy American Act and Balance of Payments Program clause of this contract.

(3) *Designated country* means:

Aruba
Austria
Bangladesh
Belgium
Benin
Bhutan
Botswana
Burkina Faso
Burundi
Canada
Cape Verde
Central African Republic
Chad
Comoros
Denmark
Finland
France
Gambia
Germany
Greece
Guinea
Haiti
Ireland
Israel
Italy
Japan
Lesotho
Liechtenstein
Luxembourg
Malawi
Maldives
Mali
Nepal
Netherlands
Niger
Norway
Portugal
Republic of Korea
Rwanda
Singapore
Somalia
Spain
Sudan
Sweden
Switzerland
Tanzania U.R.
Uganda
United Kingdom
Western Samoa
Yemen

(4) *Designated country end product* means an article that—

(i) Is wholly the growth, product, or manufacture of the designated country; or

(ii) Has, in the case of an article which consists in whole or in part of materials from another country or instrumentality, been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself. It does not include service contracts as such.

(5) *NAFTA country end product* means an article that—

(i) Is wholly the growth, product, or manufacture of the NAFTA country; or

(ii) Has, in the case of an article which consists in whole or in part of materials from another country or instrumentality, been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided

that the value of those incidental services does not exceed the value of the product itself. It does not include service contracts as such.

(6) *North American Free Trade Agreement (NAFTA) country* means Canada or Mexico.

(7) *Nondesignated country end product* means any end product which is not a U.S. made end product or a designated country end product.

(8) *United States* means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(9) *U.S. made end product* means an article which is—

(i) Wholly the growth, product or manufacture of the United States, or

(ii) In the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and distinct article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

(b) This clause implements the Trade Agreements Act of 1979 (19 U.S.C. 2501 *et seq.*), the North American Free Trade Agreement Implementation Act of 1993, and the Caribbean Basin Initiative by providing a preference for U.S. made end products and designated country end products over nondesignated country end products, except nondesignated country end products which are qualifying country end products, NAFTA country end products, or Caribbean Basin end products.

(c) The Contractor agrees to deliver under this contract only U.S. made end products unless, in its offer, it specified delivery of qualifying country, designated country, NAFTA country, or nondesignated country end products in the Buy American Act—Trade Agreements—Balance of Payments Program Certificate provision.

(1) Offerors may not supply a nondesignated country end product unless—

(i) It is a qualifying country end product, a Caribbean Basin country end product, or a NAFTA country end product;

(ii) The Contracting Officer has determined that offers of U.S. made end products or qualifying, designated, NAFTA, or Caribbean Basin country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or

(iii) A national interest waiver has been granted under Section 302 of the Trade Agreements Act of 1979 (see FAR 25.402(c)).

(2) An offer certifying that a qualifying country end product, a designated country end product, a NAFTA country end product, or a Caribbean Basin country end product will be supplied, requires the Contractor to supply a qualifying country end product, a designated country end product, a NAFTA country end product, or a Caribbean Basin country end product, whichever is certified, or, at the Contractor's option, a U.S. made end product.

(d) The offered price of end products listed and certified under paragraphs (c)(2)(i) and (vi) of the Buy American Act—Trade Agreements—Balance of Payments Program Certificate provision of the solicitation must include all applicable duty. The offered price of qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products for line items subject to the Trade Agreements Act or the North American Free Trade Agreement Implementation Act, should not include custom fees or duty.

(End of clause)

ALTERNATE I (APR 1996)

As prescribed in 225.408(a)(2), delete Singapore from the list of designated countries in paragraph (a)(3) of the basic clause.

[56 FR 36479, July 31, 1991, as amended at 59 FR 1290, Jan. 10, 1994; 59 FR 8041, Feb. 17, 1994; 61 FR 130, Jan. 3, 1996; 61 FR 16880, Apr. 18, 1996; 61 FR 37842, July 22, 1996]

252.225–7008 Supplies to be accorded duty-free entry.

As prescribed in 225.605–70(a), use the following clause:

SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (DEC. 1991)

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry—Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

_____

_____

_____

(End of clause)

252.225–7009 Duty-free entry—qualifying country end products and supplies.

As prescribed in 225.605–70(b), use the following clause:

DUTY-FREE ENTRY—QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES (DEC. 1991)

(a) *Definitions.*

Qualifying country and *qualifying country end products* have the meaning given in the Buy American Act and Balance of Payments Program clause of this contract.

(b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve supplies to be accorded duty-free entry whether—

(1) Placed directly with a foreign concern as a prime contract; or

(2) As a subcontract or purchase order under a contract placed with a domestic concern.

(c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for—

(1) End items that are qualifying country end products; or

(2) Supplies (including without limitation, raw materials, components, and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in the end items to be delivered under this contract, provided that the end items are manufactured in the United States or in a qualifying country, except supplies imported into the United States before the date of this contract or, in the case of supplies imported by a first or lower tier subcontractor, before the date of the subcontract.

(d) The Contractor warrants that—

(1) All qualifying country supplies, for which duty-free entry is to be claimed, are intended to be delivered to the Government or incorporated in the end items to be delivered under this contract; and

(2) The Contractor will pay duty to the extent that such supplies, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

(e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of qualifying country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.

(f) All shipping documents submitted to Customs, covering foreign end products or supplies for which duty-free entry certificates are to be issued under this clause, shall—

(1) Consign the shipments to the appropriate—

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information—

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv) The notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to section XXII, chapter 98, subchapter VIII, item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Commander, Defense Contract Management Area Operations (DCMAO) New York, attn: Customs Team, DCMDN–GNIC, 207 New York Avenue, Staten Island, New York, 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates. (NOTE: This notation shall be used only for direct shipments to a U.S. military installation. In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, Defense Contract Management Area Operations (DCMAO) New York, for execution of the duty-free certificate.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMAO Dayton, DLA8DP.

(g) *Preparation of customs forms.* (1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of foreign supplies in connection with DoD contracts into the United States, its possessions, or Puerto Rico. Submit the completed customs forms to the District Director of Customs with a copy to DCMAO NY for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Custom regulations.

(2) For shipments containing both supplies which are to be accorded duty-free entry and supplies which are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(h) The contractor agrees—

(1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) To consign the shipment as specified in paragraph (f) of this clause; and

(3) To mark the exterior of all packages as follows:

(i) ''UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;'' and

(ii) The activity address number of the contract administration office actually administering the prime contract.

(i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of qualifying country supplies to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the qualifying country supplier. The notice shall contain—

(1) Prime contractor's name, address, and CAGE code;

(2) Prime contract number, and delivery order number if applicable;

(3) Total dollar value of the prime contract or delivery order;

(4) Expiration date of the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract/purchase order for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

(8) Expiration date of the subcontract for foreign supplies;

(9) List of items purchased; and

(10) Certification by the purchaser of foreign supplies as follows: I certify that all supplies for which duty-free entry is to be claimed are intended to be delivered to the Government or incorporated in the end items to be delivered under this contract, and that duty shall be paid by the Contractor to the extent that such supplies, or any portion (if not scrap or salvage) are diverted to nongovernmental use other than as a result of a competitive sale made, directed or authorized by the Contracting Officer;

(11) The qualifying country; and

(12) The scheduled delivery date(s).

(j) This clause does not apply to purchases of qualifying country supplies in connection with this contract if—

(1) The qualifying country supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(k) The Contractor agrees to insert the substance of this clause, including this paragraph (k) in all subcontracts for supplies. Each subcontract shall require the subcontractor to identify this contract by including its contract number on any shipping documents submitted to Customs covering supplies for which duty-free entry is to be claimed pursuant to this clause. The Contractor also agrees that the name and address of the Contracting Officer administering the prime contract (name and address of the contract administration office cognizant of the prime contract), and its activity address number (appendix G of the Defense FAR Supplement), and the information required by paragraphs (i) (1), (2), and (3) of this clause will be included in applicable subcontracts.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 56 FR 67221, Dec. 30, 1991; 60 FR 29502, June 5, 1995]

252.225–7010 Duty-free entry—additional provisions.

As prescribed in 225.605–70(d), use the following clause:

DUTY-FREE ENTRY—ADDITIONAL PROVISIONS (DEC. 1991)

(a) The requirements of this clause supplement the Duty-Free Entry clause of this contract.

Both of these clauses apply to this contract and subcontracts, including purchase orders, that involve supplies to be accorded duty-free entry whether placed—

(1) Directly with a foreign concern as a prime contract; or

(2) As a subcontractor purchase order under a contract with a domestic concern.

(b) The Contractor shall send the notification required by paragraph (b)(1) of the Duty-Free Entry clause of this contract to the Contracting Officer administering this contract.

(c) In addition to any data required by paragraph (b)(1) of the Duty-Free Entry clause, the Contractor shall furnish the following for all foreign supplies to be imported pursuant to paragraphs (a) or (b) of the Duty-Free Entry clause. Furnish this information to the Contracting Officer administering the prime contract immediately upon award of any contract or subcontract involving supplies to be accorded duty-free entry.

(1) Prime contractor's name, address, and CAGE code;

(2) Prime contract number plus delivery order number, if applicable;

(3) Total dollar value of the prime contract or delivery order;

(4) Expiration date of the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract/purchase order for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

(8) Expiration date of the subcontract for foreign supplies;

(9) List of items purchased; and

(10) Certification by the purchaser of foreign supplies as follows: I certify that all supplies for which duty-free entry is to be claimed are to be delivered to the Government or incorporated in the end items to be delivered under this contract, and that duty shall be paid by the Contractor to the extent that such supplies, or any portion (if not scrap or salvage) are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

(d) The Contractor agrees to incorporate the substance of this clause, including this paragraph (d), in any subcontract (including purchase orders) in accordance with paragraph (i) of the Duty-Free Entry clause of this contract. The Contractor agrees that the name and address of the Contracting Officer administering the prime contract (name and address of the contract administration office cognizant of the prime contract and its activity address number (appendix G of the Defense FAR Supplement)) and the information required by paragraphs (c)(1), (2), and (3) of this clause will be included in applicable subcontracts.

(e) To properly complete the shipping document instructions as required by paragraph (f) of the Duty-Free Entry clause, the Contractor shall insert Defense Contract Management Area Operations (DCMAO) New York, attn: Customs Team, DCMDN–GNIC, 207 New York Avenue, Staten Island, New York, 10305-5013, as the cognizant contract administration office (for paragraph (f) only) in those cases when the shipment is consigned directly to a military installation. When the shipment will be consigned to a location other than a military installation, e.g., a domestic contractor's plant, change the shipping document notation required by paragraph (f) of the clause to insert the name and address of the Contractor, agent or broker that will prepare the customs documentation for execution of the Duty-Free Entry certificates. In either case, the shipping documents will contain the following items in addition to those required by paragraph (f) of the Duty-Free Entry clause:

(1) Delivery order number on the Government prime contract, if applicable;

(2) Number of the subcontract/purchase order for foreign supplies, if applicable;

(3) Activity address number of the contract administration office actually administering the prime contract, e.g., for DCMAO Dayton, DLA8DP.

(f) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry into the United States, its possessions, or Puerto Rico of foreign supplies in connection with DoD contracts. The Contractor shall submit the completed customs forms to the District Director of Customs with a copy to DCMAO New York for execution of any required duty-free entry certificates. For shipments containing both supplies which are to be accorded duty-free entry and supplies which are not, the Contractor shall identify on the customs forms those items which are eligible for duty-free entry under the provisions of the Duty-Free Entry clause. Shipments consigned directly to a military installation will be released in accordance with §§10.101 and 10.102 of the U.S. Customs regulations.

(g) The Contractor shall ensure that all exterior containers are marked in accordance with paragraph (g) of the Duty-Free Entry clause, including the following additional data—

(1) ''UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;'' and

(2) The activity address number for the contract administration office actually administering the prime contract.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 59 FR 1291, Jan. 10, 1994; 60 FR 29502, June 5, 1995]

252.225–7011 Restriction on acquisition of supercomputers.

As prescribed in 225.7023–3, use the following clause:

RESTRICTION ON ACQUISITION OF SUPERCOMPUTERS (JULY 1995)

The Contractor agrees that any supercomputers furnished under this contract have been manufactured in the United States.

(End of clause)

[60 FR 34471, July 3, 1995]

252.225–7012 Preference for certain domestic commodities.

As prescribed in 225.7002–3(a), use the following clause:

PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (NOV 1995)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico—

(1) Food;

(2) Clothing;

(3) Tents, tarpaulins, or covers;

(4) Cotton and other natural fiber products;

(5) Woven silk or woven silk blends;

(6) Spun silk yarn for cartridge cloth;

(7) Synthetic fabric, and coated synthetic fabric;

(8) Canvas products;

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or

(10) Any item of individual equipment manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply—

(1) To supplies listed in FAR section 25.108(d)(1), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;

(3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872–1 of the Defense FAR Supplement; or

(4) To commercial items or components purchased from subcontractors or suppliers.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 59 FR 27675, May 27, 1994; 60 FR 61601, Nov. 30, 1995; 61 FR 50455, Sept. 26, 1996]

252.225–7013 [Reserved]

252.225–7014 Preference for domestic specialty metals.

As prescribed in 225.7002–3(b), use the following clause:

PREFERENCE FOR DOMESTIC SPECIALTY METALS (NOV 1995)

(a) Definition.

Specialty metals means—

(1) Steel—

(i) Where the maximum alloy content exceeds one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(ii) Which contains more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;

(2) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of ten percent;

(3) Titanium and titanium alloys; or

(4) Zirconium and zirconium base alloys.

(b) The Contractor agrees that any specialty metals incorporated in articles delivered under this contract will be melted in the United States, its possessions, or Puerto Rico.

(c) This clause does not apply to the extent that—

(1) The Secretary or designee determines that a satisfactory quality and sufficient quantity of such articles cannot be acquired when needed at U.S. market prices;

(2) The acquisition is for an end product of a country listed in subsection 225.872–1 of the Defense Federal Acquisition Regulation Supplement;

(3) The acquisition is necessary to comply with agreements with foreign governments requiring the United States to purchase supplies from foreign sources to offset sales made by the U.S. Government or U.S. firms under approved programs; or

(4) The specialty metal is contained in a commercial item or component purchased from subcontractors or suppliers.

(End of clause)

ALTERNATE I (DEC. 1991)

As prescribed in 225.7002–3(b), use the basic clause with the following paragraph (d):

(d) The Contractor agrees to include this clause, including this paragraph (d), in every subcontract or purchase order unless the item being purchased contains no specialty metals.

[56 FR 36479, July 31, 1991, as amended at 60 FR 61602, Nov. 30, 1995; 61 FR 50455, Sept. 26, 1996]

252.225–7015 Preference for domestic hand or measuring tools.

As prescribed in 225.7002–3(c), use the following clause:

PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS (DEC. 1991)

The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 59 FR 27675, May 27, 1994; 61 FR 50455, Sept. 26, 1996]

252.225–7016 Restriction on acquisition of ball and roller bearings.

As prescribed in 225.7019–4, use the following clause:

RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (SEP 1996)

(a) *Definitions.*

As used in this clause—

(1) ''Bearing components'' means the bearing element, retainer, inner race, or outer race.

(2) ''Miniature and instrument ball bearings'' means all rolling contact ball bearings with a basic outside diameter (exclusive of flange diameters) of 30 millimeters or less, regardless of material, tolerance, performance, or quality characteristics.

(b) The Contractor agrees that all ball and roller bearings and ball and roller bearing components (including miniature and instrument ball bearings) delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States or Canada. Unless otherwise specified, raw materials, such as preformed bar, tube, or rod stock and lubricants, need not be mined or produced in the United States or Canada.

(c) The restriction in paragraph (b) of this clause does not apply to the extent that the end items or components containing ball or roller bearings are commercial items. The commercial item exception does not include items designed or developed under a Government contract or contracts where the end item is bearings and bearing components.

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7019–3 of the Defense Federal Acquisition Regulation Supplement. If the restriction is waived for miniature and instrument ball bearings, the Contractor agrees to acquire a like quantity and type of domestic manufacture for nongovernmental use.

(e) The Contractor agrees to retain records showing compliance with this restriction until 3 years after final payment and to make records available upon request of the Contracting Office.

(f) The Contractor agrees to insert this clause, including this paragraph (f), in every subcontract and purchase order issued in performance of this contract, unless items acquired are—

(1) Commercial items other than ball or roller bearings; or

(2) Items that do not contain ball or roller bearings.

(End of clause)

[61 FR 50455, Sept. 26, 1996]

252.225–7017 Preference for United States and Canadian valves and machine tools.

As prescribed in 225.7004–6(a), use the following clause:

PREFERENCE FOR UNITED STATES AND CANADIAN VALVES AND MACHINE TOOLS (APR. 1995)

(a) For the purpose of this clause, a valve, machine tool, or machine tool accessory is considered to be of United States or Canadian origin if—

(1) It is manufactured in the United States or Canada; and

(2) The cost of its components manufactured in the United States or Canada exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end item and duty (whether or not a duty-free entry certificate may be issued).

(b) Unless otherwise specified in its offer, the Contractor agrees that valves used in piping for naval surface ships and submarines within Federal supply classifications 4810 (valves, powered) and 4820 (valves, non-powered), machine tools within the Federal supply classifications for metalworking machinery numbered 3405, 3408, 3410 through 3419, 3426, 3433, 3438, 3441 through 3443, 3445, 3446, 3448 and 3449, and machine tool accessories numbered 3460 and 3461 delivered as end items or purchased indirectly on behalf of the Government under this contract shall be of United States or Canadian origin.

(c) Unless an exception applies or a waiver is granted under 225.7004–4(a) of the Defense Federal Acquisition Regulation Supplement, preference will be given to valves and machine tools of United States or Canadian origin by adding 50 percent to the offered price of all other valves and machine tools for evaluation purposes.

(End of clause)

[57 FR 14996, Apr. 23, 1992, as amended at 60 FR 19534, Apr. 19, 1995]

252.225–7018 Notice of prohibition of certain contracts with foreign entities for the conduct of Ballistic Missile Defense RDT&E.

As prescribed in 225.7011–5, use the following provision:

NOTICE OF PROHIBITION OF CERTAIN CONTRACTS WITH FOREIGN ENTITIES FOR THE CONDUCT OF BALLISTIC MISSILE DEFENSE RDT&E (MAY 1994)

(a) Definitions.

(1) *Competent* means the ability of an offeror to satisfy the requirements of the solicitation. This determination is based on a comprehensive assessment of each offeror's proposal including consideration of the specific areas of evaluation criteria in the relative order of importance described in the solicitation.

(2) *Foreign firm* means a business entity owned or controlled by one or more foreign nationals or a business entity in which more than 50 percent of the stock is owned or controlled by one or more foreign nationals.

(3) *U.S. firm* means a business entity other than a foreign firm.

(b) This provision implements section 222 of the Defense Authorization Act for FYs 1988 and 1989 (Pub. L. 100–180) prohibiting the award of certain contracts, for the conduct of Ballistic Missile Defense (BMD) Program research, development, test, or evaluation (RDT&E), to foreign governments or firms.

(c) Except as provided in paragraph (d) of this provision, any funds appropriated to, or for the use of, the DoD, may not be used to enter into or carry out any contract, including any contract awarded as a result of a broad agency announcement (BAA), with a foreign government or firm if the contract provides for the conduct of RDT&E in connection with the BMD. Foreign governments and firms, however, are encouraged to submit offers since this provision is not intended to restrict BMD access to unique foreign expertise when contract performance requires a level of competency unavailable in the United States.

(d) The prohibition does not apply to a foreign government or firm if—

(1) The contract will be performed within the United States;

(2) The contract is exclusively for RDT&E in connection with antitactical ballistic missile systems;

(3) The foreign government or firm agrees to share a substantial portion of the total contract cost. The foreign share is considered substantial where it is equitable with respect to the relative benefits to be derived from the contract by the United States and the foreign parties. For example, if the contract is more beneficial to the foreign party, its share of the costs should be correspondingly higher; or

(4) The U.S. Government determines that the contract cannot be competently performed by a U.S. firm at a price equal to or less than the price at which the RDT&E can be performed by a foreign government or firm.

(e) The Offeror hereby certifies that (_____) it is (_____) is not a U.S. firm.

(End of provision)

[56 FR 36479, July 31, 1991, as amended at 59 FR 27675, May 27, 1994]

252.225–7019 Restriction on acquisition of foreign anchor and mooring chain.

As prescribed in 225.7012–3, use the following clause:

RESTRICTION ON ACQUISITION OF FOREIGN ANCHOR AND MOORING CHAIN (DEC. 1991)

(a) Welded shipboard anchor and mooring chain, four inches in diameter and under, delivered under this contract—

(1) Shall be manufactured in the United States, including cutting, heat treating, quality control, testing, and welding (both forging and shot blasting process); and

(2) The cost of the components manufactured in the United States shall exceed 50 percent of the total cost of components.

(b) The Contractor may request a waiver of this restriction if adequate domestic supplies meeting the above requirements are not available to meet the contract delivery schedule.

(c) The Contractor shall include this clause, including this paragraph (c), in all subcontracts, unless the items acquired contain none of the restricted welded shipboard anchor and mooring chain.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 61 FR 13108, Mar. 26, 1996]

252.225–7020—252.225–7021 [Reserved]

252.225–7022 Restriction on acquisition of polyacrylonitrile (PAN) based carbon fiber.

As prescribed in 225.7013–2, use the following clause:

RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) BASED CARBON FIBER (DEC. 1991)

(a) This clause applies only if the end product furnished under this contract contains polyacrylonitrile carbon fibers (alternatively referred to as PAN-based fibers or PAN-based graphite fibers).

(b) PAN carbon fibers contained in the end product shall be manufactured in the United States or Canada using PAN precursor produced in the United States or Canada.

(c) The Contracting Officer may waive the requirement in paragraph (b) in whole or in part. The Contractor may request a waiver from the Contracting Officer by identifying the circumstances and including a plan to qualify domestic or Canadian sources expeditiously.

(End of clause)

252.225–7023 [Reserved]

252.225–7024 Restriction on acquisition of night vision image intensifier tubes and devices.

As prescribed in 225.7015–3, use the following clause:

RESTRICTION ON ACQUISITION OF NIGHT VISION IMAGE INTENSIFIER TUBES AND DEVICES (DEC. 1991)

All second and third generation night vision image intensifier tubes and devices provided under this contract shall be manufactured in the United States or Canada.

(End of clause)

252.225–7025 Foreign source restrictions.

As prescribed in 225.7105, use the following clause:

FOREIGN SOURCE RESTRICTIONS (SEP 1996)

(a) *Definitions.*

As used in this clause—

(1) *Domestic manufacture* means manufactured in the United States or Canada if the Canadian firm—

(i) Normally produces similar items or is currently producing the item in support of DoD contracts (as prime or subcontractor); and

(ii) Agrees to become (upon receiving a contract/order) a planned producer under DoD's Industrial Preparedness Program (IPP), if it is not already a planned producer for the item.

(2) *Forging items* means—

Items	Categories
Ship propulsion shafts	Excludes service and landing craft shafts.
Periscope tubes	All.
Ring forgings for bull gears	All greater than 120 inches in diameter.

(b) The Contractor agrees that end items and their components delivered under this contract shall contain forging items that are of domestic manufacture only.

(c) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with section 225.7104 of the Defense Federal Acquisition Regulation Supplement.

(d) The Contractor agrees to retain records showing compliance with this restriction until 3 years after final payment and to make records available upon request of the Contracting Officer.

(e) The Contractor agrees to insert this clause, including this paragraph (e), in subcontracts and purchase orders issued in performance of this contract, when products purchased contain restricted forging items.

(End of clause)

[61 FR 50456, Sept. 26, 1996]

252.225–7026 Reporting of contract performance outside the United States.

As prescribed in 225.7203, use the following clause:

REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (NOV 1995)

(a) *Reporting criteria.* Reporting under this clause is required for—

(1) Offers exceeding $10 million, if the Offeror is aware at the time the offer is submitted that it or its first-tier subcontractor intends to perform any part of the contract that exceeds $500,000 outside the United States and Canada, if that part could be performed inside the United States or Canada;

(2) Contracts exceeding $10 million, when any part that exceeds $500,000 could be performed inside the United States or Canada, but will be performed outside the United States and Canada. If the information was submitted with the offer, it need not be resubmitted unless it changes; and

(3) Contracts exceeding $500,000, when any part that exceeds $25,000 will be performed outside the United States, unless a foreign place of performance is—

(i) The principal place of performance; and

(ii) Indicated by the Offeror's entry in the Place of Performance provision of the solicitation.

(b) *Submission of reports.* (1) The Offeror shall submit reports required by paragraph (a)(1) of this clause with its offer.

(2) The Contractor shall submit reports required by paragraph (a)(2) of this clause to the Contracting Officer as soon as the information is known, with a copy to the addressee in paragraph (b)(3) of this clause. With respect to performance by a first-tier subcontractor, this information shall be reported, to the maximum extent practicable, at least 30 days before award of the subcontract.

(3) The Contractor shall submit reports required by paragraph (a)(3) of this clause within 10 days of the end of each Government quarter to—Deputy Director of Defense Procurement (Foreign Contracting) OUSD(A&T)DP(FC) Washington, DC 20301–3060

(4) The Offeror/Contractor shall submit reports on DD Form 2139, Report of Contract Performance Outside the United States. Computer-generated reports are acceptable, provided the report contains all information

required by DD Form 2139. Copies of DD Form 2139 may be obtained from the Contracting Officer.

(c) *Flowdown requirements.* (1) The Contractor shall include a clause substantially the same as this one in all first-tier subcontracts exceeding $100,000, except subcontracts for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

(2) The Contractor shall provide the prime contract number to subcontractors for reporting purposes.

(d) *Information required.* Information to be reported on the part of this contract performed outside the United States (or outside the United States and Canada for reports required by paragraphs (a)(1) and (a)(2) of this clause) includes that for—

(i) Subcontracts;

(ii) Purchases; and

(iii) Intracompany transfers when transfers originate in a foreign location.

(End of clause)

[58 FR 28474, May 13, 1993, as amended at 60 FR 29502, June 5, 1995; 60 FR 61602, Nov. 30, 1995]

252.225–7027 Limitation on sales commissions and fees.

As prescribed in 225.7308(a), use the following clause:

LIMITATION ON SALES COMMISSIONS AND FEES (DEC. 1991)

Unless the sales commission and fee have been identified and payment approved in writing by the Government of _____ before contract award, the following provisions, as appropriate, shall apply—

(a) For firm-fixed-price contracts or fixed-price contracts with economic price adjustment, the Contractor certifies that the contract price (including any subcontracts) does not include any direct or indirect cost of sales commissions or fees for contractor sales representatives for solicitation or promotion or otherwise to secure the conclusion of the sale of any of the supplies or services called for by this contract to the Government of _____.

(b) For all other types of contracts, notwithstanding any other provision of this contract, any direct or indirect cost of sales commissions or fees for Contractor (or subcontractor) sales representatives for solicitation or promotion or otherwise to secure the conclusion of the sale of any of the supplies or services called for by this contract to the Government of _____ are an unallowable item of cost under this contract.

(End of clause)

252.225–7028 Exclusionary policies and practices of foreign governments.

As prescribed in 225.7308(b), use the following clause:

EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (DEC. 1991)

No person, partnership, corporation, or other entity performing functions pursuant to this contract, shall, in employing or assigning personnel to participate in the performance of any such function, whether in the United States or abroad, take into account the exclusionary policies or practices of any foreign government where such policies or practices are based on race, religion, national origin, or sex.

(End of clause)

252.225–7029 Preference for United States or Canadian air circuit breakers.

As prescribed in 225.7016–4, use the following clause:

PREFERENCE FOR UNITED STATES OR CANADIAN AIR CIRCUIT BREAKERS (APR. 1995)

(a) Unless otherwise specified in its offer, the Contractor agrees that air circuit breakers for naval vessels provided under this contract shall be manufactured in the United States or Canada.

(b) Unless an exception applies or a waiver is granted under 225.7016–3(a) of the Defense Federal Acquisition Regulation Supplement, preference will be given to air circuit breakers manufactured in the United States or Canada by adding 50 percent to the offered price of all other air circuit breakers for evaluation purposes.

(End of clause)

[60 FR 19534, Apr. 19, 1995]

252.225–7030 Restriction on acquisition of carbon, alloy, and armor steel plate.

As prescribed in 225.7017–4, use the following clause:

RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (OCT. 1992)

The Contractor agrees that all carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications, furnished as a deliverable under

this contract, or purchased by the contractor as a raw material, for use in a Government-owned facility or a facility under the control of the Department of Defense, shall be melted and rolled in the United States or Canada.

(End of clause)

[57 FR 53601, Nov. 12, 1992]

252.225–7031 Secondary Arab boycott of Israel.

As prescribed in 225.770–5, use the following clause:

SECONDARY ARAB BOYCOTT OF ISRAEL (JUN. 1992)

(a) *Definitions.*

As used in this clause—

Foreign person means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

United States person is defined in section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(End of clause)

[57 FR 29041, June 30, 1992, as amended at 59 FR 27675, May 27, 1994]

252.225–7032 Waiver of United Kingdom levies.

As prescribed in 225.873–3, use the following clause:

WAIVER OF UNITED KINGDOM LEVIES (OCT. 1992)

(a) Offered prices for contracts and subcontracts with United Kingdom (U.K.) firms may contain commercial exploitation levies assessed by the Government of the U.K. The Offeror shall identify to the Contracting Officer all levies included in the offered price by describing—

(1) The name of the U.K. firm;

(2) The item to which the levy applies and quantity; and

(3) The amount of levy plus any associated indirect costs and profit or fee.

(b) If, after award of the prime contract, the Contractor contemplates award of a subcontract over $1 million to a U.K. firm, the Contractor shall identify any levy before award of the subcontract and shall provide the following information to the Contracting Officer—

(1) Name of the U.K. firm;

(2) Prime contract number;

(3) Description of item to which levy applies:

(4) Quantity being acquired; and

(5) Amount of levy plus any associated indirect costs and profit or fee.

(c) The Offeror/Contractor should obtain assistance in identifying the levy from the U.K. firm. In the event of difficulty, the Offeror/Contractor may seek advice through Director of Procurement, United Kingdom Defence Procurement Office, British Embassy, 3100 Massachusetts Avenue, NW, Washington, DC 20006.

(d) The U.S. Government may attempt to obtain a waiver of levies pursuant to the U.S./U.K. reciprocal waiver agreement of July 1987.

(1) Where levies are waived before contract award, the offer will be evaluated without the levy.

(2) Where levies are identified but not waived before contract award, the offer will be evaluated inclusive of the levies.

(3) Where a waiver of the levy is obtained after award, the U.S. Government reserves the right to reduce the contract price by the amount of the levy waived plus associated indirect costs, profit or fee.

(e) The Contractor agrees to insert the substance of this clause, including this paragraph (e), in any subcontract for supplies where a lower tier subcontract over $1 million with a U.K. firm is anticipated.

(End of clause)

[57 FR 53602, Nov. 12, 1992]

252.225–7033 Restriction on acquisition of four ton dolly jacks.

As prescribed in 225.7018–3, use the following clause:

RESTRICTION ON ACQUISITION OF FOUR TON DOLLY JACKS (APR. 1993)

Four ton dolly jacks delivered under this contract shall be manufactured in the United

States unless a waiver is granted in accordance with subsection 225.7018–2 of the Defense Federal Acquisition Regulation Supplement.

(End of clause)

[58 FR 28474, May 13, 1993]

§ 252.225–7034 Restriction on acquisition of coal and petroleum pitch carbon fiber.

As prescribed in 225.7020–2, use the following clause:

RESTRICTION ON ACQUISITION OF COAL AND PETROLEUM PITCH CARBON FIBER (MAY 1994)

(a) This clause applies only if the end product furnished under this contract contains coal and petroleum pitch carbon fibers.

(b) Coal and petroleum pitch carbon fibers contained in the end product shall be manufactured in the United States or Canada using coal and petroleum pitch precursor produced in the United States or Canada.

(c) The Contracting Officer may waive the requirement in paragraph (b) in whole or in part. The Contractor may request a waiver from the Contracting Officer by identifying the circumstances and including a plan to qualify U.S. or Canadian sources expeditiously.

(End of clause)

[59 FR 27675, May 27, 1994]

252.225–7035 Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program Certificate.

As prescribed in 225.408(a)(3), use the following provision:

BUY AMERICAN ACT—NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT—BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAY 1995)

(a) *Definitions.*

Domestic end product, qualifying country end product, and *U.S. made end product* have the meanings given in the North American Free Trade Agreement Implementation Act or Buy American Act and Balance of Payments Program clauses of this solicitation.

(b) *Evaluation.* Offers will be evaluated by giving preference to U.S. made end products, qualifying country end products, or NAFTA country end products over other end products.

(c) *Certifications.* (1) The Offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product (as defined in the Buy American Act and Balance of Payments Program clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify and certify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as ''U.S. made end products'' but do not meet the definition of ''domestic end product'': *(insert line item number).*

(ii) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

(iii) The Offeror certifies that the following supplies qualify as NAFTA country end products: *(insert line item number (insert country of origin).*

(iv) The Offeror certifies that the following supplies are other non-NAFTA country end products: *(insert line item number) (insert country of origin).*

(End of provision)

[59 FR 1291, Jan. 10, 1994, as amended at 60 FR 29502, June 5, 1995]

252.225–7036 North American Free Trade Agreement Implementation Act.

As prescribed in 225.408(a)(4), use the following clause:

NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT (JAN. 1994)

(a) *Definitions.*

(1) *Components, domestic end product, end product, nonqualifying country, qualifying country,* and *qualifying country end product* have the meanings given in the Buy American Act and Balance of Payments Program clause of this contract.

(2) *North American Free Trade Agreement (NAFTA) country* means Canada or Mexico.

(3) *NAFTA country end product* means an article that—

(i) Is wholly the growth, product, or manufacture of a NAFTA country; or

(ii) Has, in the case of an article which consists in whole or in part of materials from another country or instrumentality, been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services

does not exceed the value of the product itself. It does not include service contracts as such.

(4) *Non-NAFTA country end product* means any end product which is not a U.S. made end product or a NAFTA country end product.

(5) *United States* means the United States, its designated possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(6) *U.S. made end product* means an article which is—

(i) Wholly the growth, product or manufacture of the United States, or

(ii) In the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and distinct article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

(b) This clause implements the North American Free Trade Agreement Implementation Act of 1993 by providing a preference for U.S. made end products and NAFTA country end products over non-NAFTA country end products, except non-NAFTA country end products which are qualifying country end products.

(c) The Contractor agrees to deliver under this contract only U.S. made end products unless, in its offer, it specified delivery of qualifying country, NAFTA country, or non-NAFTA country end products in the Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program Certificate provision. An offer certifying that a qualifying country end product or a NAFTA country end product will be supplied requires the Contractor to supply a qualifying country end product or a NAFTA country end product, whichever is certified, or, at the Contractor's option, a U.S. made end produce.

(d) The offered price of end products listed and certified under paragraphs (c)(2)(i) and (iv) of the Buy American Act—North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate provision of the solicitation must include all applicable duty. The offered price of qualifying country end products or NAFTA country end products for line items subject to the North American Free Trade Agreement Implementation Act, should not include custom fees or duty.

ALTERNATE I (MAY 1995)

As prescribed in 225.408(a)(4)(B)(ii), add the following paragraph (a)(7) to the basic clause, and substitute the following paragraph (c) in place of paragraph (c) of the basic clause:

(a)(7) ''Canadian end product,'' means an article that—

(i) Is wholly the growth, product, or manufacturer of Canada; or

(ii) Has, in the case of an article which consists in whole or in part of materials from another country or instrumentality, been substantially transformed in Canada into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term includes services (except transportation services) incidental to its supply; provided, that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

(c) The Contractor agrees to deliver under this contract only U.S. made end products unless, in its offer, it specified delivery of qualifying country, NAFTA country, or non-NAFTA country end products in the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate provision. An offer certifying that a qualifying country end product or a Canadian end product will be supplied requires the Contractor to supply a qualifying country end product or a Canadian end product, whichever is certified, or, at the Contractor's option, a U.S. made end product.

(End of clause)

[59 FR 1291, Jan. 10, 1994, as amended at 60 FR 29502, June 5, 1995]

252.225–7037 Duty-free entry—NAFTA country end products and supplies.

As prescribed in 225.605–70(c), use the following clause:

DUTY-FREE ENTRY—NAFTA COUNTRY END PRODUCTS AND SUPPLIES (JAN. 1994)

(a) *Definitions.*

NAFTA country and *NAFTA country end products* have the meaning given in the North American Free Trade Agreement Implementation Act clause of this contract.

(b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve supplies to be accorded duty-free entry whether—

(1) Placed directly with a foreign concern as a prime contract; or

(2) As a subcontract or purchase order under a contract placed with a domestic concern.

(c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for NAFTA country end products.

(d) The Contractor warrants that—

(1) All NAFTA country supplies, for which duty-free entry is to be claimed, are intended to be delivered to the Government; and

(2) The Contractor will pay duty to the extent that such supplies, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

(e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of NAFTA country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.

(f) All shipping documents submitted to Customs, covering foreign end products or supplies for which duty-free entry certificates are to be issued under this clause, shall—

(1) Consign the shipments to the appropriate—

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information—

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv) The notation: *United States Government, Department of Defense Duty-Free Entry* to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142, and notify Commander, Defense Contract Management Area Operations (DCMAO) New York, ATTN: Customs Team, DCMDN–GNIC, 207 New York Avenue, Staten Island, New York 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates. (Note: This notation shall be used only for direct shipments to a U.S. military installation. In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCMAO, NY, for execution of the duty-free certificate.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMAO Dayton, DLA8DP.

(g) *Prepartion of customs forms.*

(1) Except for shipments consigned to a military installation, the contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of foreign supplies in connection with DoD contracts into the United States, its possessions, or Puerto Rico, Submit the completed customs forms to the District Director of Customs with a copy to DCMAO NY for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies which are to be accorded duty-free entry and supplies which are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(h) The Contractor agrees—

(1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry:

(2) To consign the shipment as specified in paragraph (f) of this clause; and

(3) To mark the exterior of all packages as follows:

(i) ''United States Government, Department of Defense;'' and

(ii) The activity address number of the contract administration office actually administering the prime contract.

(i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of NAFTA country supplies to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the qualifying country supplier. The notice shall contain—

(1) Prime contractor's name, address, and CAGE code;

(2) Prime contract number, and delivery order number if applicable;

(3) Total dollar value of the prime contract or delivery order;

(4) Expiration date of the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract/purchase order for NAFTA supplies;

(7) Total dollar value of the subcontract for NAFTA supplies;

(8) Expiration date of the subcontract for NAFTA supplies;

(9) List of items purchased; and

(10) Certification by the purchaser of NAFTA supplies as follows: I certify that all supplies for which duty-free entry is to be claimed are intended to be delivered to the Government or incorporated in the end items to be delivered under this contract, and that duty shall be paid by the Contractor to the extent that such supplies, or any portion (if not scrap or salvage) are diverted to non-governmental use other than as a result of a competitive sale made, directed or authorized by the Contracting Officer; and

(11) The scheduled delivery date(s).

(j) This clause does not apply to purchases of NAFTA country supplies in connection with this contract if—

(1) The NAFTA country supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(k) The Contractor agrees to insert the substance of this clause, including this paragraph (k) in all subcontracts for supplies. Each subcontract shall require the subcontractor to identify this contract by including its contract number on any shipping documents submitted to Customs covering supplies for which duty-free entry is to be claimed pursuant to this clause. The Contractor also agrees that the name and address of the Contracting Officer administering the prime contract (name and address of the contract administration office cognizant of the prime contract), and its activity address number (Appendix G of the Defense FAR Supplement), and the information required by paragraphs (i) (1), (2), and (3) of this clause will be included in applicable subcontracts.

(End of clause)

[59 FR 1292, Jan. 10, 1994; 59 FR 8041, Feb. 17, 1994, as amended at 60 FR 29503, June 5, 1995]

252.225–7038 Restriction on acquisition of aircraft fuel cells.

As prescribed in 225.7021–3, use the following clause:

RESTRICTION ON ACQUISITION OF AIRCRAFT FUEL CELLS (FEB. 1994)

The Contractor agrees that all aircraft fuel cells furnished under this contract have been manufactured in the United States by a domestic-operated entity.

(End of clause)

[59 FR 11729, Mar. 14, 1994; 59 FR 38931, Aug. 1, 1994]

252.225–7039 Restriction on Acquisition of totally enclosed lifeboat survival systems.

As prescribed in 225.7022–4, use the following clause:

RESTRICTION ON ACQUISITION OF TOTALLY ENCLOSED LIFEBOAT SURVIVAL SYSTEMS (APR 1996)

For totally enclosed lifeboat survival systems furnished under this contract, which consist of lifeboat and associated davits and winches, the Contractor agrees that—

(a) 50 percent or more of the components have been manufactured in the United States, and

(b) 50 percent or more of the labor in the manufacture and assembly of the entire system has been performed in the United States.

(End of clause)

[59 FR 19146, Apr. 22, 1994, as amended at 61 FR 13108, Mar. 26, 1996]

252.225–7040 Machine tool list.

As prescribed in 225.7004–6(c), use the following provision:

MACHINE TOOL LIST (MAY 1995)

The Government has identified those items listed as machine tool accessories which are not listed in the schedule as separate line items. The Offeror must also list any accessories to be provided which are not specifically required by the specifications. Where the machine tool accessory is not of U.S. or Canadian origin, as defined in the Preference for United States and Canadian Valves and Machine Tools clause of this solicitation, indicate the country in which the accessory was manufactured and the cost of the accessory.

Line Item No.	Accessory	Country of manufacture	Cost

(End of provision)

[60 FR 29503, June 5, 1995, as amended at 60 FR 61602, Nov. 30, 1995]

252.226–7000 Notice of historically black college or university and minority institution set-aside.

As prescribed in 226.7008(a), use the following clause:

NOTICE OF HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION SET-ASIDE (APR. 1994)

(a) *Definitions. Historically black colleges and universities,* as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d–5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) *General.* (1) Offers are solicited only from historically black colleges or universities and minority institutions.

(2) Any award resulting from this solicitation will be made only to an offeror which is a historically black college or university or a minority institution at the time of submission of its initial offer including price.

(c) *Agreements.* The offeror will—

(1) Perform at least 50 percent of the cost of contract performance incurred for personnel with its own employees; and

(2) Upon request by the Contracting Officer, provide evidence prior to award that the Secretary of Education has determined the offeror to be a historically black college or university or minority institution.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 59 FR 22131, Apr. 29, 1994]

252.226–7001 Historically black college or university and minority institution certification.

As prescribed in 226.7008(b), use the following provision:

HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION CERTIFICATION (APR. 1994)

(a) *Definitions. Historically black colleges and universities,* as used in this provision, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this provision, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d–5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) *Certification.* The offeror certifies that it is—

_____ A historically black college or university.

_____ A minority institution.

(End of provision)

[56 FR 36479, July 31, 1991, as amended at 59 FR 22131, Apr. 29, 1994]

252.227–7000 Non-estoppel.

As prescribed at 227.7009–1, insert the following clause in patent releases, license agreements, and assignments:

NON-ESTOPPEL (OCT. 1966)

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

(End of clause)

252.227–7001 Release of past infringement.

As prescribed at 227.7009–2(a), insert the following clause in patent releases, license agreements, and assignments:

RELEASE OF PAST INFRINGEMENT (AUG. 1984)

The Contractor hereby releases each and every claim and demand which he now has or may hereafter have against the Government for the manufacture or use by or for the Government prior to the effective date of this contract, of any inventions covered by (i) any of the patents and applications for patent identified in this contract, and (ii) any other patent or application for patent owned or hereafter acquired by him, insofar as and only to the extent that such other patent or patent application covers the manufacture, use, or disposition of (description of subject matter).*

*Bracketed portions of the clause may be omitted when not appropriate or not encompassed by the release as negotiated.

(End of clause)

252.227–7002 Readjustment of payments.

As prescribed at 227.7009–2(b), insert the following clause in patent releases, license agreements, and assignments:

READJUSTMENT OF PAYMENTS (OCT. 1966)

(a) If any license, under substantially the same patents and authorizing substantially the same acts which are authorized under this contract, has been or shall hereafter be granted within the United States, on royalty terms which are more favorable to the licensee than those contained herein, the Government shall be entitled to the benefit of such more favorable terms with respect to all royalties accruing under this contract after the date such more favorable terms become effective, and the Contractor shall promptly notify the Secretary in writing of the granting of such more favorable terms.

(b) In the event any claim of any patent hereby licensed is construed or held invalid by decision of a court of competent jurisdiction, the requirement to pay royalties under this contract insofar as its arises solely by reason of such claim, and any other claim not materially different therefrom, shall be interpreted in conformity with the court's decision as to the scope of validity of such claims; *Provided*, however, that in the event such decision is modified or reversed on appeal, the requirement to pay royalties under this contract shall be interpreted in conformity with the final decision rendered on such appeal.

(End of clause)

252.227–7003 Termination.

As prescribed at 227.7009–2(c), insert the following clause in patent releases, license agreements, and assignments:

TERMINATION (AUG. 1984)

Notwithstanding any other provision of this contract, the Government shall have the right to terminate the within license, in whole or in part, by giving the Contractor not less than thirty (30) days notice in writing of the date such termination is to be effective; provided, however, that such termination shall not affect the obligation of the Government to pay royalties which have accrued prior to the effective date of such termination.

(End of clause)

252.227–7004 License grant.

As prescribed at 227.7009–3(a), insert the following clause in patent releases, license agreements, and assignments:

LICENSE GRANT (AUG. 1984)

(a) The Contractor hereby grants to the Government an irrevocable, nonexclusive, nontransferable, and paid up license under the following patents, applications for patent, and any patents granted on such applications, and under any patents which may issue as the result of any reissue, division or continuation thereof, to practice by or cause to be practiced for the Government throughout the world, any and all of the inventions thereunder, in the manufacture and use of any article or material, in the use of any method or process, and in the disposition of any article or material in accordance with law:

U.S. Patent No. _____

Date _____

Application Serial No. _____

Filing Date _____

together with corresponding foreign patents and foreign applications for patents, insofar as the Contractor has the right to grant licenses thereunder without incurring an obligation to pay royalties or other compensation to others solely on account of such grant.

(b) No rights are granted or implied by the agreement under any other patents other than as provided above or by operation of law.

(c) Nothing contained herein shall limit any rights which the Government may have obtained by virtue of prior contracts or by operation of law or otherwise.

(End of clause)

252.227–7005 License term.

As prescribed at 227.7009–3(b), insert one of the following clauses in patent releases, license agreements, and assignments:

LICENSE TERM (AUG. 1984)

ALTERNATE I (AUG. 1984)

The license hereby granted shall remain in full force and effect for the full term of each of the patents referred to in the ''License Grant'' clause of this contract and any and all patents hereafter issued on applications for patent referred to in such ''License Grant'' clause.

ALTERNATE II (AUG. 1984)

The license hereby granted shall terminate on the _____day of _____ 19_____; *Provided*, however, that said termination shall be without prejudice to the completion of any contract entered into by the Government prior to said date of termination or to the use or disposition thereafter of any articles or materials manufactured by or for the Government under this license.

252.227–7006 License grant—running royalty.

As prescribed at 227.7009–4(a), insert the following clause in patent releases, license agreements, and assignments:

LICENSE GRANT—RUNNING ROYALTY (AUG. 1984)

(a) The Contractor hereby grants to the Government, as represented by the Secretary of _____, an irrevocable, nonexclusive, nontransferable license under the following patents, applications for patent, and any patents granted on such applications, and under any patents which may issue as the result of any reissue, division, or continuation thereunder to practice by or cause to be practiced for the Department of _____, throughout the world, any and all of the inventions thereunder in the manufacture and use of any article or material, in the use of any method or process, and in the disposition of any article or material in accordance with law:

U.S. Patent No. _____

Date _____

Application Serial No. _____

Filing Date _____

together with corresponding foreign patents and foreign applications for patent, insofar as the Contractor has the right to grant licenses thereunder without incurring an obligation to pay royalties or other compensation to others solely on account of such grant.

(b) No rights are granted or implied by the agreement under any other patents other than as provided above or by operation of law.

(c) Nothing contained herein shall limit any rights which the Government may have obtained by virtue of prior contracts or by operation of law or otherwise.

(End of clause)

252.227–7007 License term—running royalty.

As prescribed at 227.7009–4(b), insert the following clause in patent releases, license agreements, and assignments:

LICENSE TERM—RUNNING ROYALTY (AUG. 1984)

The license hereby granted shall remain in full force and effect for the full term of each of the patents referred to in the ''License Grant'' clause of this contract and any and all patents hereafter issued on applications for patent referred to above unless sooner terminated as elsewhere herein provided.

(End of clause)

252.227–7008 Computation of royalties.

As prescribed at 227.7009–4(c), insert the following clause in patent releases, license agreements, and assignments:

COMPUTATION OF ROYALTIES (AUG. 1984)

Subject to the conditions hereinafter stated, royalties shall accrue to the Contractor under this agreement on all articles or materials embodying, or manufactured by the use of, any or all inventions claimed under any unexpired United States patent licensed herein, upon acceptance thereof by the Department of _____, at the rate of _____ percent of the net selling price of such articles or materials (amount) per (name of item)* whether manufactured by the Government or procured under a fixed price contract, and at the rate of (amount) per (name of item) acquired or manufactured by a Contractor performing under a cost-reimbursement contract. With respect to such articles or materials made by the Department of _____, ''net selling price,'' as used in this paragraph, means the actual cost of direct labor and materials without allowance for overhead and supervision.

(End of clause)

252.227–7009 Reporting and payment of royalties.

As prescribed at 227.7009–4(d), insert the following clause in patent releases, license agreements, and assignments:

REPORTING AND PAYMENT OF ROYALTIES (AUG. 1984)

(a) The (procuring office) shall, on or before the sixtieth (60th) day next following the end of each yearly* period ending

*Use bracketed matter as appropriate.

*The frequency, date, and length of reporting periods should be selected as appropriate to the particular circumstances of the contract.

_____ during which royalties have accrued under this license, deliver to the Contractor, subject to military security regulations, a report in writing furnishing necessary information relative to royalties which have accrued under this contract.

(b) Royalties which have accrued under this contract during the yearly* period ending _____ shall be paid to the Contractor (if appropriations therefor are available or become available) within sixty (60) days next following the receipt of a voucher from the Contractor submitted in accordance with the report referred to in (a) of this clause; *Provided,* that the Government shall not be obligated to pay, in respect of any such yearly period, on account of the combined royalties accruing under this contract directly and under any separate licenses granted pursuant to the ''License to Other Government Agencies'' clause (if any) of this contract, an amount greater than _____ dollars ($_____), and if such combined royalties exceed the said maximum yearly obligation, each department or agency shall pay a pro rata share of the said maximum yearly obligation as determined by the proportion its accrued royalties bear to the combined total of accrued royalties.

(End of clause)

252.227–7010 License to other Government agencies.

As prescribed at 227.7009–4(e), insert the following clause in patent releases, license agreements, and assignments:

LICENSE TO OTHER GOVERNMENT AGENCIES (AUG. 1984)

The Contractor hereby agrees to grant a separate license under the patents, applications for patents, and improvements referred to in the ''License Grant'' clause of this contract, on the same terms and conditions as appear in this license contract, to any other department or agency of the Government at any time on receipt of a written request for such a license from such department or agency; *Provided,* however, that as to royalties which accrue under such separate licenses, reports and payments shall be made directly to the Contractor by each such other department or agency pursuant to the terms of such separate licenses. The Contractor shall notify the Licensee hereunder promptly upon receipt of any request for license hereunder.

(End of clause)

252.227–7011 Assignments.

As prescribed at 227.7010, insert the following clause in assignments.

ASSIGNMENT (AUG. 1984)

The Contractor hereby conveys to the Government, as represented by the Secretary of _____, the entire right, title, and interest in and to the following patents (and applications for patent), in and to the inventions thereof, and in and to all claims and demands whatsoever for infringement thereof heretofore accrued, the same to be held and enjoyed by the Government through its duly appointed representatives to the full end of the term of said patents (and to the full end of the terms of all patents which may be granted upon said applications for patent, or upon any division, continuation-in-part or continuation thereof):

U.S. Patent No. _____
Date _____
Name of Inventor _____
U.S. Application Serial No. _____
Filing Date _____
Name of Inventor _____

together with corresponding foreign patents and applications for patent insofar as the Contractor has the right to assign the same.

(End of clause)

252.227–7012 Patent license and release contract.

As prescribed at 227.7012, insert the following clause in patent releases, license agreements, and assignments:

_____(Contract No.)

PATENT LICENSE AND RELEASE CONTRACT (AUG. 1984)

THIS CONTRACT is effective as of the _____ day of _____ 19_____, between the UNITED STATES OF AMERICA (hereinafter called the Government), and _____ (hereinafter called the Contractor), (a corporation organized and existing under the laws of the State of _____), (a partnership consisting of _____), (an individual trading as _____), of the City of _____, in the State of _____.

Whereas, Contractor warrants that he has the right to grant the within license and release, and the Government desires to procure the same, and

Whereas, this contract is authorized by law, including 10 U.S.C. 2386.

Now Therefore, in consideration of the grant, release and agreements hereinafter recited, the parties have agreed as follows:

Article 1. License Grant.*

*If only a release is procured, delete this article; if an assignment is procured, use the clause at 252.227–7011.

(Insert the clause at 252.227–7004 for a paid up license, or the clause at 252.227–7006 for a license on a running royalty basis.)

Article 2. License Term.*

(Insert the appropriate alternative clause at 252.227–7005 for a paid up license, or the clause at 252.227–7007 for a license on a running royalty basis.)

Article 3. Release of Past Infringement.

(Insert the clause at 252.227–7001.)

Article 4. Non-Estoppel.

(Insert the clause at 252.227–7000.)

Article 5. Payment.

The Contractor shall be paid the sum of _____ Dollars ($_____) in full compensation for the rights herein granted and agreed to be granted. (For a license on a running royalty basis, insert the clause at 252.227–7006 in accordance with the instructions therein, and also the clause as specified at 252.227–7002 and 252.227–7009 and 252.227–7010.)

Article 6. Officials Not to Benefit.

(Insert the clause at FAR 52.203–1.)

Article 7. Covenant Against Contingent Fees.

(Insert the clause at FAR 52.203–5.)

Article 8. Assignment of Claims.

(Insert the clause at FAR 52.232–23.)

Article 9. Gratuities.

(Insert the clause at FAR 52.203–3.)

Article 10. Disputes.

(Insert the clause at FAR 52.233–1.)

Article 11. Successors and Assignees.

This Agreement shall be binding upon the Contractor, his successors** and assignees, but nothing contained in this Article shall authorize an assignment of any claim against the Government otherwise than as permitted by law.

In Witness Whereof, the parties hereto have executed this contract.

THE UNITED STATES OF AMERICA

By _____

Date _____

(Signature and Title of Contractor) _____

By _____

Date _____

(End of clause)

252.227–7013 Rights in technical data—Noncommercial items.

As prescribed in 227.7103–6(a), use the following clause:

RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS (NOV 1995)

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

(1) *Computer data base* means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) *Computer program* means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) *Computer software* means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) *Computer software documentation* means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) *Detailed manufacturing or process data* means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) *Developed* means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered ''developed,'' the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) *Developed exclusively at private expense* means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

**When the Contractor is an individual, change ''successors'' to ''heirs''; if a partnership, modify appropriately.

(8) *Developed exclusively with government funds* means development was not accomplished exclusively or partially at private expense.

(9) *Developed with mixed funding* means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) *Form, fit, and function data* means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) *Government purpose* means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) *Government purpose rights* means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) *Limited rights* means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is—

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) *Technical data* means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) *Unlimited rights* means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) *Government purpose rights.* (i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103–7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227–7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) *Limited rights.* (i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause,

or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.* (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical data to be furnished with restrictions [1]	Basis for assertion [2]	Asserted rights category [3]	Name of person asserting restrictions [4]
(LIST)	(LIST)	(LIST)	(LIST)

[1] If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

[2] Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

[3] Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

[4] Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any

portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Limited rights markings.* Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.* (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing data markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.* (1) *Unjustified technical data markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data markings.* A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data.* (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.* (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

ALTERNATE I (JUNE 1995)

As prescribed in 227.7103–6(b), add the following paragraph (l) to the basic clause:

(l) *Publication for sale.* (1) This paragraph only applies to technical data in which the Government has obtained unlimited rights or a license to make an unrestricted release of technical data.

(2) The Government shall not publish a deliverable technical data item or items identified in this contract as being subject to paragraph (l) of this clause or authorize others to publish such data on its behalf if, prior to publication for sale by the Government and within twenty-four (24) months following the date specified in this contract for delivery of such data or the removal of any national security or export control restrictions, whichever is later, the Contractor publishes that item or items for sale and promptly notifies the Contracting Officer of such publication(s). Any such publication shall include a notice identifying the number of this contract and the Government's rights in the published data.

(3) This limitation on the Government's right to publish for sale shall continue as long as the data are reasonably available to the public for purchase.

[60 FR 33490, June 28, 1995, as amended at 60 FR 61602, Nov. 30, 1995]

252.227–7014 Rights in noncommercial computer software and noncommercial computer software documentation.

As prescribed in 227.7203–6(a)(1), use the following clause.

RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUNE 1995)

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

(1) *Commercial computer software* means software developed or regularly used for nongovernmental purposes which—

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time

to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) *Computer database* means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) *Computer program* means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) *Computer software* means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) *Computer software documentation* means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) *Developed* means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(7) *Developed exclusively at private expense* means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) *Developed exclusively with government funds* means development was not accomplished exclusively or partially at private expense.

(9) *Developed with mixed funding* means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) *Government purpose* means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(11) *Government purpose rights* means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(12) *Minor modification* means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(13) *Noncommercial computer software* means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(14) *Restricted rights* apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(14) (i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(14) (ii), (v) and (vi) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103–7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227–7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(14)(i) of this clause; and

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103–7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227–7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose.

(15) *Unlimited rights* means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) *Unlimited rights.* The Government shall have unlimited rights in—

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights.* (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103–7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227–7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) *Restricted rights.* (i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(4) *Specifically negotiated license rights.* (i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) of the Rights in Technical Data—Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) *Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.* (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be

identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled data for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Restricted rights markings.* Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.* (i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No. _____(Insert contract number)_____, License No._____(Insert license identifier)_____. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.* (1) *Unjustified computer software or computer software documentation markings.* The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions—Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) *Nonconforming computer software or computer software documentation markings.* A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions—Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in computer software or computer software documentation.* (1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for

such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) *Applicability to subcontractors or suppliers.* (1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

ALTERNATE I (JUN. 1995)

As prescribed in 227.7203–6(a)(2), add the following paragraph (l) to the basic clause:

(l) *Publication for sale.* (1) This paragraph only applies to computer software or computer software documentation in which the Government has obtained unlimited rights or a license to make an unrestricted release of the software or documentation.

(2) The Government shall not publish a deliverable item or items of computer software or computer software documentation identified in this contract as being subject to paragraph (l) of this clause or authorize others to publish such software or documentation on its behalf if, prior to publication for sale by the Government and within twenty-four (24) months following the date specified in this contract for delivery of such software or documentation, or the removal of any national security or export control restrictions, whichever is later, the Contractor publishes that item or items for sale and promptly notifies the Contracting Officer of such publication(s). Any such publication shall include a notice identifying the number of this contract and the Government's rights in the published software or documentation.

(3) This limitation on the Government's rights to publish for sale shall continue as long as the software or documentation are reasonably available to the public for purchase.

[60 FR 33493, June 28, 1995]

252.227–7015 Technical data—Commercial items.

As prescribed in 227.7102–3, use the following clause:

TECHNICAL DATA—COMMERCIAL ITEMS (NOV 1995)

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

(1) *Commercial item* does not include commercial computer software.

(2) *Form, fit, and function data* means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(3) The term *item* includes components or processes.

(4) *Technical data* means recorded information, regardless of the form or method of recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) *License.* (1) The Government shall have the unrestricted right to use, modify, reproduce, release, perform, display, or disclose technical data, and to permit others to do so, that—

(i) Have been provided to the Government or others without restrictions on use, modification, reproduction, release, or further disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(ii) Are form, fit, and function data;

(iii) Are a correction or change to technical data furnished to the Contractor by the Government;

(iv) Are necessary for operation, maintenance, installation, or training (other than detailed manufacturing or process data); or

(v) Have been provided to the Government under a prior contract or licensing agreement through which the Government has acquired the rights to use, modify, reproduce, release, perform, display, or disclose the data without restrictions.

(2) Except as provided in paragraph (b)(1) of this clause, the Government may use, modify, reproduce, release, perform, display, or disclose technical data within the Government only. The Government shall not—

(i) Use the technical data to manufacture additional quantities of the commercial items; or

(ii) Release, perform, display, disclose, or authorize use of the technical data outside the Government without the Contractor's written permission unless a release, disclosure or permitted use is necessary for emergency repair or overhaul of the commercial items furnished under this contract.

(c) *Additional license rights.* The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data. However, if the Government desires to obtain additional rights in technical data, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a special license agreement made part of this contract. The license shall enumerate the additional rights granted the Government in such data.

(d) *Release from liability.* The Contractor agrees that the Government, and other persons to whom the Government may have released or disclosed technical data delivered or otherwise furnished under this contract, shall have no liability for any release or disclosure of technical data that are not marked to indicate that such data are licensed data subject to use, modification, reproduction, release, performance, display, or disclosure restrictions.

(End of clause)

[60 FR 33497, June 28, 1995, as amended at 60 FR 61602, Nov. 30, 1995]

252.227–7016 Rights in bid or proposal information.

As prescribed in 227.7103–6(e)(1), 227.7104(e)(1), or 227.7203–6(b), use the following clause:

RIGHTS IN BID OR PROPOSAL INFORMATION (JUN. 1995)

(a) *Definitions.* (1) For contracts that require the delivery of technical data, the terms ''technical data'' and ''computer software'' are defined in the Rights in Technical Data—Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovative Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term ''computer software'' is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovative Research (SBIR) Program clause of this contract.

(b) *Government rights to contract award.* By submission of its offer, the Offeror agrees that the Government—

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) *Government rights subsequent to contract award.* The Contractor agrees—

(1) Except as provided in paragraphs (c)((2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data—Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software—Small Business Innovative Research (SBIR) Program clause(s) of this contract.

(d) *Government-furnished information.* The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed

by the developer or licensor of such data or software.

(e) *Information available without restrictions.* The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) *Flowdown.* Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of clause)

[60 FR 33498, June 28, 1995]

252.227–7017 Identification and assertion of use, release, or disclosure restrictions.

As prescribed in 227.7103–3(b), 227.7104(e)(2), or 227.7203–3(a), use the following provision:

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN. 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data—Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter ''none'' when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

[60 FR 33498, June 28, 1994]

252.227–7018 Rights in noncommercial technical data and computer software—Small Business Innovation Research (SBIR) Program.

As prescribed in 227.7104(a), use the following clause:

RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE—SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM (JUN. 1995)

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

(1) *Commercial computer software* means software developed or regularly used for nongovernmental purposes which—

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) *Computer database* means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) *Computer program* means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) *Computer software* means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, re-created, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) *Computer software documentation* means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) *Detailed manufacturing or process data* means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) *Developed* means—

(i) (Applicable to technical data other than computer software documentation.) An item, component, or process, exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered ''developed,'' the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(ii) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(iii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iv) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) *Developed exclusively at private expense* means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional

development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) *Developed exclusively with government funds* means development was not accomplished exclusively or partially at private expense.

(10) *Developed with mixed funding* means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) *Form, fit, and function data* means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) *Generated* means technical data or computer software first created in the performance of this contract.

(13) *Government purpose* means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software for commercial purposes or authorize others to do so.

(14) *Limited rights* means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or permit the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or permit the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is—

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release disclosure, or use of the technical data; and

(iv) The Contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) *Minor modification* means a modification that does not significantly alter the nongovernmental function or purpose of computer software or is of the type customarily provided in the commercial marketplace.

(16) *Noncommercial computer software* means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(17) *Restricted rights* apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(17) (i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(17) (ii), (v) and (vi) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the non-disclosure agreement at 227.7103–7 of the Defense Federal Acquisition Regulation Supplement (DFARS or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227–7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile disassemble, or reverse engineer the software, or use software

decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(17)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(17)(i) of this clause; and

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items, procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the non-disclosure agreement at DFARS 227.7103–7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227–7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(17)(iv) of this clause, for any other purpose.

(18) *SBIR data rights* means a royalty-free license for the Government, including its support service contractors, to use, modify, reproduce, release, perform, display, or disclose technical data or computer software generated and delivered under this contract for any United States Government purpose.

(19) *Technical data* means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(20) *Unlimited rights* means rights to use, modify, reproduce, release, perform, display, or disclose, technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data and computer software.* The Contractor grants or shall obtain for the Government the following royalty-free, world-wide, nonexclusive, irrevocable license rights in technical data or noncommercial computer software. All rights not granted to the Government are retained by the Contractor.

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data, including computer software documentation, or computer software generated under this contract that are—

(i) Form, fit, and function data;

(ii) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(iii) Corrections or changes to Government-furnished technical data or computer software;

(iv) Otherwise publicly available or have been released or disclosed by the Contractor or a subcontractor without restrictions on further use, release or disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data or computer software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Data or software in which the Government has acquired previously unlimited rights under another Government contract or through a specific license; and

(vi) SBIR data upon expiration of the SBIR data rights period.

(2) *Limited rights.* The Government shall have limited rights in technical data, that were not generated under this contract, pertain to items, components or processes developed exclusively at private expense, and are marked, in accordance with the marking instructions in paragraph (f)(1) of this clause, with the legend prescribed in paragraph (f)(2) of this clause.

(3) *Restricted rights in computer software.* The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise furnished to the Government under this contract that were developed exclusively at private expense and were not generated under this contract.

(4) *SBIR data rights.* (i) Except for technical data, including computer software documentation, or computer software in which the Government has unlimited rights under paragraph (b)(1) of this clause, the Government shall have SBIR data rights in all technical data or computer software generated under this contract during the period commencing with contract award and ending upon the date five years after completion of the project from which such data were generated.

(ii) The Government may not release or disclose SBIR data to any person, other than its support services contractors, except—

(A) As expressly permitted by the Contractor;

(B) For evaluation purposes; or

(C) A release, disclosure, or use that is necessary for emergency repair or overhaul of items operated by the Government.

(iii) A release or disclosure of SBIR data to the Government's support services contractors, or a release or disclosure under paragraph (b)(4)(ii)(B) or (C) of this clause, may be made only if, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS

227.7103–7 or is a Government contractor receiving access to the technical data or software for performance of a Government contract that contains the clause at DFARS 252.227–7025, Limitations on the Use of Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(5) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(4) of this clause may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in technical data, including computer software documentation, than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software than are enumerated in paragraph (a)(17) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(6) *Prior government rights.* Technical data, including computer software documentation, or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, release, perform, display, or disclose the technical data or computer software have expired or no longer apply.

(7) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data, computer software, or computer software documentation made in accordance with paragraph (a)(14), (a)(17), or (b)(4) of this clause, or in accordance with the terms of a license negotiated under paragraph (b)(5) of this clause, or by others to whom the recipient has released or disclosed the data, software, or documentation and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data or software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative software or documentation.

(d) *Third party copyrighted technical data and computer software.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted technical data, including computer software documentation, or computer software in the data or software to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data or software of the appropriate scope set forth in paragraph (b) of this clause and, prior to delivery of such—

(1) Technical data, has affixed to the transmittal document a statement of the license rights obtained; or

(2) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) *Identification and delivery of technical data or computer software to be furnished with restrictions on use, release, or disclosure.* (1) This paragraph does not apply to technical data or computer software that were or will be generated under this contract or to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any technical data or computer software with restrictive markings unless the technical data or computer software are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the technical data or computer software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data or computer software to be furnished with restrictions [1]	Basis for assertion [2]	Asserted rights category [3]	Name of person asserting restrictions [4]
(LIST)	(LIST)	(LIST)	(LIST)

[1] If the assertion is applicable to items, components, or processes developed at private expense, identify both the technical data and each such item, component, or process.

[2] Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data or computer software. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

[3] Enter asserted rights category (e.g., limited rights, restricted rights, government purpose rights, or government purpose license rights from a prior contract, SBIR data rights under another contract, or specifically negotiated licenses).

[4] Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertions, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software and/or Validation of Restrictive Markings on Technical Data clauses of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software to be delivered under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (f)(6) of this clause, only the following markings are authorized under this contract: the limited rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause, the SBIR data rights legend at paragraph (f)(4) of this clause, or the special license rights legend at paragraphs (f)(5) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend to all technical data and computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data, computer software, or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Limited rights markings.* Technical data not generated under this contract that pertain to items, components, or processes developed exclusively at private expense and delivered or otherwise furnished with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovative Research (SBIR) Program clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(3) *Restricted rights markings.* Computer software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

Restricted Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovative Research (SBIR) Program clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) *SBIR data rights markings:* Except for technical data or computer software in which the Government has acquired unlimited rights under paragraph (b)(1) of this clause, or negotiated special license rights as provided in paragraph (b)(5) of this clause, technical data or computer software generated under this contract shall be marked with the following legend. The Contractor shall enter the expiration date for the SBIR data rights period on the legend:

SBIR Data Rights

Contract No. _____

Contractor Name _____

Address _____

Expiration of SBIR Data Rights Period ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software marked with this legend are restricted during the period shown as provided in paragraph (b)(4) of the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovative Research (SBIR) Program clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(5) *Special license rights markings.* (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this technical data or computer software are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(6) of this clause).

(6) *Pre-existing data markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor, and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data and the Validation of Asserted Restrictions—Computer Software clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the applicable procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) *Nonconforming markings.* A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data or the Validation of Asserted

Restrictions—Computer Software clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (6)) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data or computer software.* (1) The Contractor shall not charge to this contract any cost, including but not limited to, license fees, royalties, or similar charges, for rights in technical data or computer software to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor of supplier technical data or computer software, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data or computer software will be delivered.

(k) *Applicability to subcontractors or suppliers.* (1) the Contractor shall assure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes required by paragraph (e) of this clause are recognized and protected.

(2) Whenever any noncommercial technical data or computer software is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. The Contractor shall use the Technical Data—Commercial Items clause of this contract to obtain technical data pertaining to commercial items, components, or processes. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data or computer software.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for technical data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such technical data directly to the Government, rather than through a higher tier contractor, subcontractor, or supplier.

(4) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data or computer software from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data or computer software as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

ALTERNATE I (JUNE 1995)

As prescribed in 227.7104(d), add the following paragraph (l) to the basic clause:

(l) *Publication for sale.* (1) This paragraph applies only to technical data or computer software delivered to the Government with SBIR data rights.

(2) Upon expiration of the SBIR data rights period, the Government will not exercise its right to publish or authorize others to publish an item of technical data or computer software identified in this contract as being subject to paragraph (l) of this clause if the Contractor, prior to the expiration of the SBIR data rights period, or within two years following delivery of the data or software item, or within twenty-four months following the removal of any national security or export control restrictions, whichever is later, publishes such data or software item(s) and promptly notifies the Contracting Officer of such publication(s). Any such publication(s) shall include a notice identifying the number of this contract and the Government's rights in the published data.

(3) This limitation on the Government's right to publish for sale shall continue as long as the technical data or computer software are reasonably available to the public for purchase.

[60 FR 33499, June 28, 1995, as amended at 60 FR 61602, Nov. 30, 1995]

252.227–7019 Validation of asserted restrictions—Computer software.

As prescribed in 227.7104(e)(3) or 227.7203–6(c), use the following clause:

VALIDATION OF ASSERTED RESTRICTIONS—COMPUTER SOFTWARE (JUNE 1995)

(a) *Definitions.* (1) As used in this clause, unless otherwise specifically indicated, the term ''Contractor'' means the Contractor and its subcontractors or suppliers.

(2) Other terms used in this clause are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(b) *Justification.* The Contractor shall maintain records sufficient to justify the validity of any markings that assert restrictions on the Government's rights to use, modify, reproduce, perform, display, release, or disclose computer software delivered or required to be delivered under this contract and shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a request for information under paragraph (d) or a challenge under paragraph (f) of this clause.

(c) *Direct contact with subcontractors or suppliers.* The Contractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors or suppliers at any tier who assert restrictions on the Government's right to use, modify, reproduce, release, perform, display, or disclose computer software. Neither this clause, nor any action taken by the Government under this clause, creates or implies privity of contract between the Government and the Contractor's subcontractors or suppliers.

(d) *Requests for information.* (1) The Contracting Officer may request the Contractor to provide sufficient information to enable the Contracting Officer to evaluate the Contractor's asserted restrictions. Such information shall be based upon the records required by this clause or other information reasonably available to the Contractor.

(2) Based upon the information provided, if the—

(i) Contractor agrees that an asserted restriction is not valid, the Contracting Officer may—

(A) Strike or correct the unjustified marking at the Contractor's expense; or

(B) Return the computer software to the Contractor for correction at the Contractor's expense. If the Contractor fails to correct or strike the unjustified restrictions and return the corrected software to the Contracting Officer within sixty (60) days following receipt of the software, the Contracting Officer may correct the strike the markings at the Contractor's expense.

(ii) Contracting Officer concludes that the asserted restriction is appropriate for this contract, the Contracting Officer shall so notify the Contractor in writing.

(3) The Contractor's failure to provide a timely response to a Contracting Officer's request for information or failure to provide sufficient information to enable the Contracting Officer to evaluate an asserted restriction shall constitute reasonable grounds for questioning the validity of an asserted restriction.

(e) *Government right to challenge and validate asserted restrictions.* (1) The Government, when there are reasonable grounds to do so, has the right to review and challenge the validity of any restrictions asserted by the Contractor on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software delivered, to be delivered under this contract, or otherwise provided to the Government in the performance of this contract. Except for software that is publicly available, has been furnished to the Government without restrictions, or has been otherwise made available without restrictions, the Government may exercise this right only within three years after the date(s) the software is delivered or otherwise furnished to the Government, or three years following final payment under this contract, whichever is later.

(2) The absence of a challenge to an asserted restriction shall not constitute validation under this clause. Only a Contracting Officer's final decision or actions of an agency Board of Contract Appeals or a court of competent jurisdiction that sustain the validity of an asserted restriction constitute validation of the restriction.

(f) *Challenge procedures.* (1) A challenge must be in writing and shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require the Contractor to respond within sixty (60) days;

(iii) Require the Contractor to provide justification for the assertion based upon records kept in accordance with paragraph (b) of this clause and such other documentation that are reasonably available to the Contractor, in sufficient detail to enable the Contracting Officer to determine the validity of the asserted restrictions; and

(iv) State that a Contracting Officer's final decision, during the three-year period preceding this challenge, or action of a court of competent jurisdiction or Board of Contract Appeals that sustained the validity of an identical assertion made by the Contractor (or a licensee) shall serve as justification for the asserted restriction.

(2) The Contracting Officer shall extend the time for response if the Contractor submits a written request showing the need for additional time to prepare a response.

(3) The Contracting Officer may request additional supporting documentation if, in the Contracting Officer's opinion, the Contractor's explanation does not provide sufficient evidence to justify the validity of the asserted restrictions. The Contractor agrees to promptly respond to the Contracting Officer's request for additional supporting documentation.

(4) Notwithstanding challenge by the Contracting Officer, the parties may agree on the disposition of an asserted restriction at any time prior to a Contracting Officer's final decision or, if the Contractor has appealed that decision, filed suit, or provided notice of an intent to file suit, at any time prior to a decision by a court of competent jurisdiction or Board of Contract Appeals.

(5) If the Contractor fails to respond to the Contracting Officer's request for information or additional information under paragraph (f)(1) of this clause, the Contracting Officer shall issue a final decision, in accordance with the Disputes clause of this contract, pertaining to the validity of the asserted restriction.

(6) If the Contracting Officer, after reviewing the written explanation furnished pursuant to paragraph (f)(1) of this clause, or any other available information pertaining to the validity of an asserted restriction, determines that the asserted restriction has—

(i) Not been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, denying the validity of the asserted restriction; or

(ii) Been justified, the Contracting Officer shall issue promptly a final decision, in accordance with the Disputes clause of this contract, validating the asserted restriction.

(7) A Contractor receiving challenges to the same asserted restriction(s) from more than one Contracting Officer shall notify each Contracting Officer of the other challenges. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer who initiated the first in time unanswered challenge, after consultation with the other Contracting Officers who have challenged the restrictions and the Contractor, shall formulate and distribute a schedule that provides the contractor a reasonable opportunity for responding to each challenge.

(g) *Contractor appeal—Government obligation*. (1) The Government agrees that, notwithstanding a Contracting Officer's final decision denying the validity of an asserted restriction and except as provided in paragraph (g)(3) of this clause, it will honor the asserted restriction—

(i) For a period of ninety (90) days from the date of the Contracting Officer's final decision to allow the Contractor to appeal to the appropriate Board of Contract Appeals or to file suit in an appropriate court;

(ii) For a period of one year from the date of the Contracting Officer's final decision if, within the first ninety (90) days following the Contracting Officer's final decision, the Contractor has provided notice of an intent to file suit in an appropriate court; or

(iii) Until final disposition by the appropriate Board of Contract Appeals or court of competent jurisdiction, if the Contractor has: (A) appealed to the Board of Contract Appeals or filed suit an appropriate court within ninety (90) days; or (B) submitted, within ninety (90) days, a notice of intent to file suit in an appropriate court and filed suit within one year.

(2) The Contractor agrees that the Government may strike, correct, or ignore the restrictive markings if the Contractor fails to—

(i) Appeal to a Board of Contract Appeals within ninety (90) days from the date of the Contracting Officer's final decision;

(ii) File suit in an appropriate court within ninety (90) days from such date; or

(iii) File suit within one year after the date of the Contracting Officer's final decision if the Contractor had provided notice of intent to file suit within ninety (90) days following the date of the Contracting Officer's final decision.

(3) The agency head, on a nondelegable basis, may determine that urgent or compelling circumstances do not permit awaiting the filing of suit in an appropriate court, or the rendering of a decision by a court of competent jurisdiction or Board of Contract Appeals. In that event, the agency head shall notify the Contractor of the urgent or compelling circumstances. Notwithstanding paragraph (g)(1) of this clause, the Contractor agrees that the agency may use, modify, reproduce, release, perform, display, or disclose computer software marked with (i) government purpose legends for any purpose, and authorize others to do so; or (ii) restricted or special license rights for government purposes only. The Government agrees not to release or disclose such software unless, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at 227.7103–7 of the Defense Federal Acquisition Regulation Supplement (DFARS), or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227–7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The agency head's determination may be made at any time after the date of the Contracting Officer's final decision and shall not affect the Contractor's right to damages against the United States, or other relief provided by law, if its asserted restrictions are ultimately upheld.

(h) *Final disposition of appeal or suit.* If the Contractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is:

(1) Sustained—

(i) Any restrictive marking on such computer software shall be struck or corrected at the contractor's expense or ignored; and

(ii) If the asserted restriction is found not to be substantially justified, the Contractor shall be liable to the Government for payment of the cost to the Government of reviewing the asserted restriction and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the restriction, unless special circumstances would make such payment unjust.

(2) Not sustained—

(i) The Government shall be bound by the asserted restriction; and

(ii) If the challenge by the Government is found not to have been made in good faith, the Government shall be liable to the Contractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor in defending the restriction.

(i) *Flowdown.* The Contractor shall insert this clause in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier, who will be furnishing computer software to the Government in the performance of this contract. The clause may not be altered other than to identify the appropriate parties.

(End of clause)

[60 FR 33503, June 28, 1995]

252.227–7020 Rights in special works.

As prescribed in 227.7105–3, 227.7106(a) or 227.7205(a), use the following clause:

RIGHTS IN SPECIAL WORKS (JUNE 1995)

(a) *Applicability.* This clause applies to works first created, generated, or produced and required to be delivered under this contract.

(b) *Definitions.* As used in this clause:

(1) ''Computer data base'' means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) ''Computer program'' means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) ''Computer software'' means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) ''Computer software documentation'' means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) ''Unlimited rights'' means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term ''works'' includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) *License rights.* (1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.

(2) When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the Contracting Officer, shall place the following notice on such works: ''© (*Year date of delivery*) United States Government, as represented by the Secretary of (*department*). All rights reserved.''

For phonorecords, the ''©'' markings shall be replaced by a ''P''.

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, the Contractor's copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract.

(d) *Third party copyrighted data.* The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works—

(1) Has affixed to the transmittal document a statement of the license rights obtained; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) *Indemnification.* The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such works.

(f) *Government-furnished information.* Paragraphs (d) and (e) of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

(End of clause)

[60 FR 33504, June 28, 1995]

252.227–7021 Rights in data—existing works.

As prescribed at 227.7105–2(a), use the following clause:

RIGHTS IN DATA—EXISTING WORKS (MAR. 1979)

(a) The term *works* as used herein includes literary, musical, and dramatic works; pantomimes and choreographic works; pictorial, graphic and sculptural works; motion pictures and other audiovisual works; sound recordings; and works of a similar nature. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) Except as otherwise provided in this contract, the Contractor hereby grants to the Government a nonexclusive, paid-up license throughout the world (1) to distribute, perform publicly, and display publicly the works called for under this contract and (2) to authorize others to do so for Government purposes.

(c) The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents, and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity arising out of the creation, delivery, or use, of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in same works.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 33504, June 28, 1994]

252.227–7022 Government rights (unlimited).

As prescribed at 227.7107–1(a), use the following clause:

GOVERNMENT RIGHTS (UNLIMITED) (MAR. 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 33504, June 28, 1994]

252.227–7023 Drawings and other data to become property of government.

As prescribed at 227.7107–1(b), use the following clause:

DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAR. 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the ''person for whom the work was prepared'' for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 33505, June 28, 1995]

252.227–7024 Notice and approval of restricted designs.

As prescribed at 227.7107–3, use the following clause:

NOTICE AND APPROVAL OF RESTRICTED DESIGNS (APR. 1984)

In the performance of this contract, the Contractor shall, to the extent practicable, make maximum use of structures, machines, products, materials, construction methods, and equipment that are readily available through Government or competitive commercial channels, or through standard or proven production techniques, methods, and processes. Unless approved by the Contracting Officer, the Contractor shall not produce a design or specification that requires in this construction work the use of structures, products, materials, construction equipment, or processes that are known by the Contractor to be available only from a sole source. The Contractor shall promptly report any such design or specification to the Contracting Officer and give the reason why it is considered necessary to so restrict the design or specification.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 33505, June 28, 1995]

252.227–7025 Limitations on the use or disclosure of government-furnished information marked with restrictive legends.

As prescribed in 227.7103–6(c), 227.7104(f)(1), or 227.7203–6(d), use the following clause:

LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUNE 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms ''limited rights'' and ''Government purpose rights'' are defined in the Rights in Technical Data—Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms ''government purpose rights'' and ''restricted rights'' are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms ''limited rights'' and ''restricted rights'' are defined in the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) *GFI marked with limited or restricted rights legends.* The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) *GFI marked with government purpose rights legends.* The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103–7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) *GFI marked with specially negotiated license rights legends.* The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103–7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) *Indemnification and creation of third party beneficiary rights.* The Contractor agrees—

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received

from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

(End of clause)

[60 FR 33505, June 28, 1995]

252.227–7026 Deferred delivery of technical data or computer software.

As prescribed at 227.7103–8(a), use the following clause:

DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR. 1988)

The Government shall have the right to require, at any time during the performance of this contract, within two (2) years after either acceptance of all items (other than data or computer software) to be delivered under this contract or termination of this contract, whichever is later, delivery of any technical data or computer software item identified in this contract as ''deferred delivery'' data or computer software. The obligation to furnish such technical data required to be prepared by a subcontractor and pertaining to an item obtained from him shall expire two (2) years after the date Contractor accepts the last delivery of that item from that subcontractor for use in performing this contract.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 33505, June 28, 1995]

252.227–7027 Deferred ordering of technical data or computer software.

As prescribed at 227.7103–8(b), use the following clause:

DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR. 1988)

In addition to technical data or computer software specified elsewhere in this contract to be delivered hereunder, the Government may, at any time during the performance of this contract or within a period of three (3) years after acceptance of all items (other than technical data or computer software) to be delivered under this contract or the termination of this contract, order any technical data or computer software generated in the performance of this contract or any subcontract hereunder. When the technical data or computer software is ordered, the Contractor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery. The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from him shall expire three (3) years after the date the Contractor accepts the last delivery of that item from that subcontractor under this contract. The Government's rights to use said data or computer software shall be pursuant to the ''Rights in Technical Data and Computer Software'' clause of this contract.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 33505, June 28, 1995]

252.227–7028 Technical data or computer software previously delivered to the government.

As prescribed in 227.7103–6(d), 227.7104(f)(2), or 227.7203–6(e), use the following provision:

TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUNE 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

[60 FR 33505, June 28, 1995]

252.227–7029 [Reserved]

252.227–7030 Technical data—withholding of payment.

As prescribed at 227.7103–6(f)(2) or 227.7104(e)(4), use the following clause:

TECHNICAL DATA—WITHHOLDING OF PAYMENT (OCT. 1988)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227–7013(k) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 33505, June 28, 1995]

252.227–7031 [Reserved]

252.227–7032 Rights in technical data and computer software (foreign).

As prescribed in 227.7103–17, use the following clause:

RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN) (JUNE 1975)

The United States Government may duplicate, use, and disclose in any manner for any purposes whatsoever, including delivery to other governments for the furtherance of mutual defense of the United States Government and other governments, all technical data including reports, drawings and blueprints, and all computer software, specified to be delivered by the Contractor to the United States Government under this contract.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 33505, June 28, 1995]

252.227–7033 Rights in shop drawings.

As prescribed in 227.7107–(1)(c), use the following clause:

RIGHTS IN SHOP DRAWINGS (APR. 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 33505, June 28, 1995]

252.227–7034 Patents—subcontracts.

As prescribed at 227.304–4, insert the following clause:

PATENTS—SUBCONTRACTS (APR. 1984)

The Contractor will include the clause at FAR 52.227–12, Patent Rights—Retention by the Contractor (Long Form), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by other than a small business firm or nonprofit organization.

(End of clause)

252.227–7035 [Reserved]

252.227–7036 Certification of technical data conformity.

As prescribed in 227.7103–6(e)(3) or 227.7104(e)(5), use the following clause:

CERTIFICATION OF TECHNICAL DATA CONFORMITY (MAY 1987)

(a) All technical data delivered under this contract shall be accompanied by the following written certification:

The Contractor, _____, hereby certifies that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date _____

Name and Title of Certifying Official _____

This written certification shall be dated and the certifying official (identified by name and title) shall be duly authorized to bind the Contractor by the certification.

(b) The Contractor shall identify, by name and title, each individual (official) authorized by the Contractor to certify in writing that the technical data is complete, accurate, and complies with all requirements of the contract. The Contractor hereby authorizes direct contact with the authorized individual responsible for certification of technical data. The authorized individual shall be familiar with the Contractor's technical data conformity procedures and their application to the technical data to be certified and delivered.

(c) Technical data delivered under this contract may be subject to reviews by the Government during preparation and prior to acceptance. Technical data is also subject to reviews by the Government subsequent to acceptance. Such reviews may be conducted as a function ancillary to other reviews, such as in-process reviews or configuration audit reviews.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 33505, June 28, 1995]

252.227–7037 Validation of restrictive markings on technical data.

As prescribed in 227.7102–3(c), 227.7103(e)(4), 227.7104(e)(6), or 227.7203–6(f), use the following clause:

VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (NOV 1995)

(a) *Definitions.* The terms used in this clause are defined in the Rights in Technical Data—Noncommercial Items clause of this contract.

(b) *Contracts for commercial items—presumption of development at private expense.* Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) *Justification.* The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) *Prechallenge request for information.* (1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) *Challenge.* (1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall—

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) *Final decision when Contractor or subcontractor fails to respond.* Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2) (ii) through (iv) of this clause.

(g) *Final decision when Contractor or subcontractor responds.* (1) if the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking of a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be

bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) *Final disposition of appeal or suit.* (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained—

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained—

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) *Duration of right to challenge.* The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data—

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes ''validation'' as addressed in 10 U.S.C. 2321.

(j) *Decision not to challenge.* A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute ''validation.''

(k) *Privity of contract.* The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) *Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.*

(End of clause)

[60 FR 33505, June 28, 1995, as amended at 60 FR 61602, Nov. 30, 1995]

252.227–7038 [Reserved]

252.227–7039 Patents—reporting of subject inventions.

As prescribed at 227.303(a), insert the following clause:

PATENTS—REPORTING OF SUBJECT INVENTIONS (APR. 1990)

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

252.228–7000 Reimbursement for war-hazard losses.

As prescribed in 228.370(a), use the following clause:

REIMBURSEMENT FOR WAR-HAZARD LOSSES (DEC. 1991)

(a) Costs for providing employee war-hazard benefits in accordance with paragraph (b) of the Workers' Compensation and War-Hazard Insurance clause of this contract are allowable if the Contractor—

(1) Submits proof of loss files to support payment or denial of each claim;

(2) Subject to Contracting Officer approval, makes lump sum final settlement of any open claims and obtains necessary release documents within one year of the expiration or termination of this contract, unless otherwise extended by the Contracting Officer; and

(3) Provides the Contracting Officer at the time of final settlement of this contract—

(i) An investigation report and evaluation of any potential claim; and

(ii) An estimate of the dollar amount involved should the potential claim mature.

(b) The cost of insurance for liabilities reimbursable under this clause is not allowable.

(c) The Contracting Officer may require the Contractor to assign to the Government all right, title, and interest to any refund, rebate, or recapture arising out of any claim settlements.

(d) The Contractor agrees to—

(1) Investigate and promptly notify the Contracting Officer in writing of any occurrence which may give rise to a claim or potential claim, including the estimated amount of the claim;

(2) Give the Contracting Officer immediate written notice of any suit or action filed which may result in a payment under this clause; and

(3) Provide assistance to the Government in connection with any third party suit or claim relating to this clause which the Government elects to prosecute or defend in its own behalf.

(End of clause)

252.228–7001 Ground and flight risk.

As prescribed in 228.370(b), use the following clause:

GROUND AND FLIGHT RISK (SEP 1996)

(a) Definitions. As used in this clause—

(1) *Aircraft*, unless otherwise provided in the Schedule, means—

(i) Aircraft to be delivered to the Government under this contract (either before or after Government acceptance), including complete aircraft and aircraft in the process of being manufactured, disassembled, or reassembled; provided that an engine, portion of a wing or a wing is attached to a fuselage of the aircraft; and

(ii) Aircraft, whether in a state of disassembly or reassembly, furnished by the Government to the Contractor under this contract, including all property installed, in the process of installation, or temporarily removed; provided that the aircraft and property are not covered by a separate bailment agreement.

(2) *Contractor's premises* means those premises designated in the Schedule or in writing by the Contracting Officer, and any other place the aircraft is moved for safeguarding.

(3) *Flight* means any flight demonstration, flight test, taxi test, or other flight made in the performance of this contract, or for the purpose of safeguarding the aircraft, or previously approved in writing by the Contracting Officer.

(i) For land based aircraft, *flight* begins with the taxi roll from a flight line on the Contractor's premises and continues until the aircraft has completed the taxi roll in returning to a flight line on the Contractor's premises;

(ii) For seaplanes, *flight* begins with the launching from a ramp on the Contractor's premises and continues until the aircraft has completed its landing run and is beached at a ramp on the Contractor's premises;

(iii) For helicopters, *flight* begins upon engagement of the rotors for the purpose of take-off from the Contractor's premises and continues until the aircraft has returned to the ground on the Contractor's premises and the rotors are disengaged; and

(iv) For vertical take-off aircraft, *flight* begins upon disengagement from any launching platform or device on the Contractor's premises and continues until the aircraft has been engaged to any launching platform or device on the Contractor's premises;

(v) All aircraft off the Contractor's premises shall be considered to be in flight when on the ground or water for reasonable periods of time following emergency landings, landings made in performance of this contract, or landings approved in writing by the Contracting Officer.

(4) *Flight crew member* means the pilot, the co-pilot, and, unless otherwise provided in the Schedule, the flight engineer, navigator, and bombardier-navigator when assigned to their respective crew positions for the purpose of conducting any flight on behalf of the Contractor. If required, a defense systems operator may also be assigned as a flight crew member.

(5) *In the open* means located wholly outside of buildings on the Contractor's premises or other places described in the Schedule as being *in the open*. Government furnished aircraft shall be considered to be located *in the open* at all times while in the Contractor's possession, care, custody, or control.

(6) *Operation* means operations and tests of the aircraft and its installed equipment, accessories, and power plants, while the aircraft is in the open or in motion. The term does not apply to aircraft on any production line or in flight.

(b) Except as may be specifically provided in the Schedule as an exception to this clause, the Government assumes the risk of damage to, or loss or destruction of aircraft *in the open*, during *operation*, and in *flight*. The Contractor shall not be liable to the Government for such damage, loss, or destruction.

(c) The Government's assumption of risk for aircraft in the open shall continue unless the Contracting Officer finds that the aircraft is in the open under unreasonable conditions, and the Contractor fails to take prompt corrective action.

(1) The Contracting Officer, when finding aircraft in the open under unreasonable conditions, shall notify the Contractor in writing of the unreasonable conditions and require the Contractor to make corrections within a reasonable time.

(2) Upon receipt of the notice, the Contractor shall promptly correct the cited conditions, regardless of whether there is agreement that the conditions are unreasonable. If the Contracting Officer later determines that the cited conditions were not unreasonable, an equitable adjustment shall be made in the contract price for any additional costs incurred in correcting the conditions. Any dispute as to the unreasonableness of the conditions or the equitable adjustment shall be considered a dispute under the Disputes clause of this contract.

(3) If the Contracting Officer finds that the Contractor failed to act promptly to correct the cited conditions or failed to correct the conditions within a reasonable time, the Contracting Officer may terminate the Government's assumption of risk for any aircraft in the open under the cited conditions. The termination will be effective at 12:01 am on the fifteenth day following the day the written notice is received by the Contractor. If the Contracting Officer later determines that the Contractor acted promptly to correct the cited conditions or that the time taken by the Contractor was not unreasonable, an equitable adjustment shall be made in the contract price for any additional costs incurred as a result of termination of the Government's assumption of risk. Any dispute as to the timeliness of the Contractor's action or the equitable adjustment shall be considered a dispute under the Disputes clause of this contract.

(4) If the Government terminates its assumption of risk, the risk of loss for Government-furnished property shall be determined in accordance with the Government Property clause of this contract.

(5) The Contractor shall promptly notify the Contracting Officer when unreasonable conditions have been corrected. If the Government elects to again assume the risk of loss and relieve the Contractor of liabilities, the Contracting Officer will notify the Contractor. The Contractor shall be entitled to an equitable adjustment in the contract price for any insurance costs extending from the end of the third working day after the Contractor notice of correction until the Contractor is notified that the Government will assume the risk of loss. If the Government does not again assume the risk of loss and conditions have been corrected, the Contractor shall be entitled to an equitable adjustment for insurance costs, if any, extending after the third working day.

(d) The Government's assumption of risk shall not extend to damage, loss, or destruction of aircraft which—

(1) Results from failure of the Contractor, due to willful misconduct or lack of good faith of any of the Contractor's managerial personnel, to maintain and administer a program for the protection and preservation of aircraft in the open and during operation in accordance with sound industrial practice. The term *Contractor's managerial personnel* means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or other equivalent representatives who supervise or direct all or substantially all of the Contractor's business; or all or substantially all of the Contractor's operations at any one plant or separate location

at which this contract is performed; or a separate and complete major industrial operation in connection with the performance of this contract;

(2) Is sustained during flight if the flight crew members have not been approved in writing by the Government Flight Representative, who has been authorized in accordance with the combined regulation entitled ''Contractor's Flight and Ground Operations'' (Air Force Regulation 55–22, Army Regulation 95–20, NAVAIR Instruction 3710.1C, and Defense Logistics Agency Manual 8210.1);

(3) Occurs in the course of transportation by rail, or by conveyance on public streets, highways, or waterways, except for Government-furnished property;

(4) Is covered by insurance;

(5) Consists of wear and tear; deterioration (including rust and corrosion); freezing; or mechanical, structural, or electrical breakdown or failure, unless these are the result of other loss, damage or destruction covered by this clause. (This exclusion does not apply to Government-furnished property if damage consists of reasonable wear and tear or deterioration, or results from inherent vice in the property.); or

(6) Is sustained while the aircraft is being worked on and is a direct result of the work unless such damage, loss, or destruction would be covered by insurance which would have been maintained by the Contractor, but for the Government's assumption of risk.

(e) With the exception of damage, loss, or destruction in flight, the Contractor assumes the risk and shall be responsible for the first $25,000 of loss or damage to aircraft in the open or during operation resulting from each separate event, except for reasonable wear and tear and to the extent the loss or damage is caused by negligence of Government personnel. If the Government elects to require that the aircraft be replaced or restored by the Contractor to its condition immediately prior to the damage, the equitable adjustment in the price authorized by paragraph (i) of this clause shall not include the dollar amount of the risk assumed by the Contractor. In the event the Government does not elect repair or replacement, the Contractor agrees to credit the contract price or pay the Government $25,000 (or the amount of the loss, if less) as directed by the Contracting Officer.

(f) A subcontractor shall not be relieved from liability for damage, loss, or destruction of aircraft while in its possession or control, except to the extent that the subcontract, with the written approval of the Contracting Officer, provides for relief from each liability. In the absence of approval, the subcontract shall contain provisions requiring the return of aircraft in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of this contract. Where a subcontractor has not been relieved from liability, and damage, loss, or destruction occurs, the Contractor shall enforce liability against the subcontractor for the benefit of the Government.

(g) The Contractor warrants that the contract price does not and will not include, except as may be authorized in this clause, any charge or contingency reserve for insurance covering damage, loss, or destruction of aircraft while in the open, during operation, or in flight when the risk has been assumed by the Government, even if the assumption may be terminated for aircraft in the open.

(h) In the event of damage, loss, or destruction of aircraft in the open, during operation, or in flight, the Contractor shall take all reasonable steps to protect the aircraft from further damage, to separate damaged and undamaged aircraft, to put all aircraft in the best possible order and further, except in cases covered by paragraph (e) of this clause, the Contractor shall furnish to the Contracting Officer a statement of—

(1) The damaged, lost, or destroyed aircraft;

(2) The time and origin of the damage, loss, or destruction;

(3) All known interests in commingled property of which aircraft are a part; and

(4) The insurance, if any, covering the interest in commingled property.

Except in cases covered by paragraph (e) of this clause, the Contracting Officer will make an equitable adjustment in the contract price for expenditures made by the Contractor in performing the obligations under this paragraph.

(i) If prior to delivery and acceptance by the Government, aircraft is damaged, lost, or destroyed and the Government assumed the risk, the Government shall either—

(1) Require that the aircraft be replaced or restored by the Contractor to the condition immediately prior to the damage, in which event the Contracting Officer will make an equitable adjustment in the contract price and the time for contract performance; or

(2) Terminate this contract with respect to the aircraft, in which event the Contractor shall be paid the contract price for the aircraft (or, if applicable, any work to be performed on the aircraft) less any amount the Contracting Officer determines—

(i) It would have cost the Contractor to complete the aircraft (or any work to be performed on the aircraft) together with anticipated profit on uncompleted work; and

(ii) Would be the value of the damaged aircraft or any salvage retained by the Contractor.

The Contracting Officer shall prescribe the manner of disposition of the damaged, lost,

or destroyed aircraft, or any parts of the aircraft. If any additional costs of such disposition are incurred by the Contractor, a further equitable adjustment will be made in the amount due the Contractor. Failure of the parties to agree upon termination costs or an equitable adjustment with respect to any aircraft shall be considered a dispute under the Disputes clause.

(j) In the event the Contractor is reimbursed or compensated by a third person for damage, loss, or destruction of aircraft and has also been compensated by the Government, the Contractor shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for damage, loss, or destruction. Upon the request of the Contracting Officer or authorized representative, the Contractor shall at Government expense furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment of subrogation) in obtaining recovery.

(k) The Contractor agrees to be bound by the operating procedures contained in the combined regulation entitled ''Contractor's Flight and Ground Operations'' in effect on the date of contract award.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 56 FR 67221, Dec. 30, 1991; 61 FR 50456, Sept. 26, 1996]

252.228–7002 Aircraft flight risk.

As prescribed in 228.370(c), use the following clause:

AIRCRAFT FLIGHT RISK (SEP 1996)

(a) Definitions. As used in this clause—

(1) *Aircraft,* unless otherwise provided in the Schedule, means—

(i) Aircraft furnished by the Contractor under this contract (either before or after Government acceptance); or

(ii) Aircraft furnished by the Government to the Contractor, including all Government property placed on, installed or attached to the aircraft; provided that the aircraft and property are not covered by a separate bailment agreement.

(2) *Flight* means any flight demonstration, flight test, taxi test, or other flight made in the performance of this contract, or for the purpose of safeguarding the aircraft, or previously approved in writing by the Contracting Officer.

(i) For land-based aircraft, *flight* begins with the taxi roll from a flight line and continues until the aircraft has completed the taxi roll to a flight line.

(ii) For seaplanes, *flight* begins with the launching from a ramp and continues until the aircraft has completed its landing run and is beached at a ramp.

(iii) For helicopters, *flight* begins upon engagement of the rotors for the purpose of take-off and continues until the aircraft has returned to the ground and rotors are disengaged.

(iv) For vertical take-off aircraft, *flight* begins upon disengagement from any launching platform or device and continues until the aircraft has been reengaged to any launching platform or device.

(3) *Flight crew members* means the pilot, copilot, and unless otherwise provided in the Schedule, the flight engineer, navigator, bombardier-navigator, and defense systems operator as required, when assigned to their respective crew positions to conduct any flight on behalf of the Contractor.

(b) This clause takes precedence over any other provision of this contract (particularly paragraph (g) of the Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause and paragraph (c) of the Insurance—Liability to Third Persons clause).

(c) Unless the flight crew members previously have been approved in writing by the Government Flight Representative, who has been authorized in accordance with the combined regulation entitled ''Contractor's Flight and Ground Operations'' (Air Force Regulation 55–22, Army Regulation 95–20, NAVAIR Instruction 3710.1C, and Defense Logistics Agency Manual 8210.1), the Contractor shall not be—

(1) Relieved of liability for damage, loss, or destruction of aircraft sustained during flight; or

(2) Reimbursed for liabilities to third persons for loss or damage to property or for death or bodily injury caused by aircraft during flight.

(d)(1) The loss, damage, or destruction of aircraft during flight in an amount exceeding $100,000 or 20 percent of the estimated cost of this contract, whichever is less, is subject to an equitable adjustment when the Contractor is not liable under—

(i) The Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause, and

(ii) Paragraph (c) of this clause.

(2) The equitable adjustment under this contract for the resulting repair, restoration, or replacement of aircraft shall be made—

(i) In the estimated cost, the delivery schedule, or both; and

(ii) In the amount of any fee to be paid to the Contractor.

(3) In determining the amount of equitable adjustment in the fee, the Contracting Officer will consider any fault of the Contractor,

its employees, or any subcontractor that materially contributed to the damage, loss, or destruction.

(4) Failure to agree on any adjustment shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(e) The Contractor agrees to be bound by the operating procedures contained in the combined regulation entitled ''Contractor's Flight and Found Operations'' in effect on the date of contract award.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 61 FR 50456, Sept. 26, 1996]

252.228–7003 Capture and detention.

As prescribed in 228.370(d), use the following clause:

CAPTURE AND DETENTION (DEC. 1991)

(a) As used in this clause—

(1) *Captured person* means any employee of the Contractor who is—

(i) Assigned to duty outside the United States for the performance of this contract; and

(ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or

(iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either—

(A) Engaged in activity directly arising out of and in the course of employment under this contract; or

(B) Captured in an area where required to be only in order to perform this contract.

(2) A *period of detention* begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.

(3) *United States* comprises geographically the 50 states and the District of Columbia.

(4) *War Hazards Compensation Act* refers to the statute compiled in chapter 12 of title 42, U.S. Code (sections 1701–1717), as amended.

(b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of—

(1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or

(2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

(c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.

(d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

(e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 57 FR 42633, Sept. 15, 1992

252.228–7004 Bonds or other security.

As prescribed in 228.170, use the following provision:

BONDS OR OTHER SECURITY (DEC. 1991)

(a) Offerors shall furnish a bid guarantee in the amount of $_____ with their bids. The offeror receiving notice of award shall furnish—

(1) A performance bond in the penal amount of $_____; and

(2) Payment in full of any sum due the Government.

(b) The Contractor shall furnish the performance bond to the Contracting Officer within ____ days after receipt of the notice of award. The Contracting Officer will not issue the notice to proceed until receipt of an acceptable performance bond and payment of any sum due the Government.

(c) Bonds supported by sureties whose names appear on the list contained in Treasury Department Circular 570 are acceptable. Performance bonds from individual sureties are acceptable if each person acting as a surety provides a SF 28, Affidavit of Individual Surety, and a pledge of assets acceptable to the Contracting Officer.

(End of provision)

252.228–7005 Accident reporting and investigation involving aircraft, missiles, and space launch vehicles.

As prescribed in 228.370(e), use the following clause:

ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC. 1991)

(a) The Contractor shall report promptly to the Administrative Contracting Officer all pertinent facts relating to each accident involving an aircraft, missile, or space launch vehicle being manufactured, modified, repaired, or overhauled in connection with this contract.

(b) If the Government conducts an investigation of the accident, the Contractor will cooperate and assist the Government's personnel until the investigation is complete.

(c) The Contractor will include a clause in subcontracts under this contract to require subcontractor cooperation and assistance in accident investigations.

(End of clause)

252.231–7000 Supplemental cost principles.

As prescribed in 231.100–70, use the following clause:

SUPPLEMENTAL COST PRINCIPLES (DEC. 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.232–7000 Advance payment pool.

As prescribed in 232.412–70(a), use the following clause:

ADVANCE PAYMENT POOL (DEC. 1991)

(a) Notwithstanding any other provision of this contract, advance payments will be made for contract performance in accordance with the Determinations, Findings, and Authorization for Advance payment dated _____.

(b) Payments made in accordance with this clause shall be governed by the terms and conditions of the Advance Payment Pool Agreement between the United States of America and (*insert the name of the contractor*). The Agreement is incorporated in the contract by reference.

(End of clause)

252.232–7001 Disposition of payments.

As prescribed in 232.412–70(b), use the following clause:

DISPOSITION OF PAYMENTS (DEC. 1991)

Payment will be by a dual payee Treasury check made payable to the contractor or the (*insert the name of the disbursing office in the advance payment pool agreement*), and will be forwarded to that disbursing office for appropriate disposition.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 57 FR 42633, Sept. 15, 1992]

252.232–7002 Progress payments for foreign military sales acquisitions.

As prescribed in 232.502–4–70(a), use the following clause:

PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS (DEC. 1991)

If this contract includes foreign military sales (FMS) requirements, the Contractor shall—

(a) Submit a separate progress payment request for each progress payment rate; and

(b) Submit a supporting schedule showing—

(1) The amount of each request distributed to each country's requirements; and

(2) Total price per contract line item applicable to each separate progress payment rate.

(c) Identify in each progress payment request the contract requirements to which it applies (i.e., FMS or U.S.);

(d) Calculate each request on the basis of the prices, costs (including costs to complete), subcontractor progress payments, and progress payment liquidations of the contract requirements to which it applies; and

(e) Distribute costs among contract line items and countries in a manner acceptable to the Administrative Contracting Officer.

(End of clause)

252.232–7003 Flexible progress payments.

As prescribed in 232.502–4–70(b), use the following clause:

FLEXIBLE PROGRESS PAYMENTS (DEC. 1991)

(a) This contract is subject to flexible progress payment procedures as set forth in this clause and Defense FAR Supplement 232.502–1–71.

(1) The progress payment rate of this contract is _____ percent. This percentage applies instead of the customary uniform progress payment rate and liquidation rate of the Progress Payments clause.

(2) The progress payment rate of this contract was determined by the DoD Cash Flow Computer Model (*name*) dated _____, using percent as the minimum rate for the Contractor's investment (as a weighted average of costs) in its work in process inventory over the life of the contract.

(b) If actual and projected cash flow data generated during contract performance reveal that the customary flexible progress payment rate will result in a Contractor investment in work in process inventory more than two percentage points higher or lower than the minimum rate of Contractor investment specified in paragraph (a)(2) of this clause, the progress payment rate shall be redetermined by using the DoD Cash Flow Computer Model. Unless it contained an error, the version of the DoD Cash Flow Computer Model identified in paragraph (a)(2) of this clause shall be used for any redetermination. The customary flexible progress payment rate shall not be less than the customary uniform progress payment rate that would have applied to this contract absent flexible progress payment procedures, and the progress payment rate shall not be greater than 100 percent.

(c) Notwithstanding paragraph (b) of this clause, if at any time the flexible progress payment rate is determined to be overstated because any factual data submitted by the Contractor in support of the rate computation was not current, accurate, and complete at the time the flexible progress payment rate was established, the progress payment rate shall be reduced to the rate that should have been calculated using the model specified in paragraph (a)(2) of this clause. The Contractor shall pay interest in accordance with paragraph (d) of this clause on all resulting overpayments, computed from the date of the Government's overpayment, to the date of liquidation of the overpayment. Payment of any unliquidated overpayment and interest shall be due 30 days after the date of the first written demand for payment.

(d) Interest shall be simple interest at the rate established by the Secretary of the Treasury as provided in section 12 of the Contract Disputes Act of 1978 (Pub. L. 95–563), which is applicable at the time the Government made the overpayment, and then at the rate applicable for each six month period as fixed by the Secretary, until the overpayment is liquidated.

(e) Flexible progress payment terms will be made available to subcontractors in accordance with paragraph (j) of the Progress Payments clause and Defense FAR Supplement 232.502–1–71(b)(4).

(End of clause)

252.232–7004 DoD progress payment rates.

As prescribed in 232.502–4–70 (b) and (c), use the following clause:

DOD PROGRESS PAYMENT RATES (FEB 1996)

(a) If the contractor is a large business, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (including paragraph (k), *Limitations on Undefinitized Contract Actions)* to 75 percent.

(b) If the contractor is a small business, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), *Limitations on Undefinitized Contract Actions*) to 90 percent.

(c) If the contractor is a small disadvantaged business, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), *Limitations on Undefinitized Contract Actions*) to 95 percent.

(d) The above rates are the customary uniform progress payment rates for DoD contracts.

(End of clause)

[56 FR 67221, Dec. 30, 1991, as amended at 58 FR 62046, Nov. 24, 1993; 61 FR 7750, Feb. 29, 1996]

252.232–7005 Reimbursement of subcontractor advance payments—DoD pilot mentor-protege program.

As prescribed in 232.412–70(c), use the following clause:

REIMBURSEMENT OF SUBCONTRACTOR ADVANCE PAYMENTS—DOD PILOT MENTOR-PROTEGE PROGRAM (DEC. 1991)

(a) The Government will reimburse the Contractor for any advance payments made by the Contractor, as a mentor firm, to a small disadvantaged business, as a protege firm, pursuant to an approved mentor-protege agreement, provided—

(1) The Contractor's subcontract with the protege firm includes a provision substantially the same as FAR 52.232–12, Advance Payments;

(2) The Contractor has administered the advance payments in accordance with the policies of FAR subpart 32.4; and

(3) The Contractor agrees that any financial loss resulting from the failure or inability of the protege firm to repay any unliquidated advance payments is the sole financial responsibility of the Contractor.

(b) For a fixed price type contract, advance payments made to a protege firm shall be paid and administered as if there were 100 percent progress payments. The Contractor shall include as a separate attachment with each Standard Form (SF) 1443, Contractor's Request for Progress Payment, a request for reimbursement of advance payments made to a protege firm. The attachment shall provide a separate calculation of lines 14a through 14e of SF 1443 for each protege, reflecting the status of advance payments made to that protege.

(c) For cost reimbursable, contracts, reimbursement of advance payments shall be made via public voucher. The Contractor shall show the amounts of advance payments made to each protege on the public voucher, in the form and detail directed by the cognizant contracting officer or contract auditor.

(End of clause)

[56 FR 67221, Dec. 30, 1991, as amended at 57 FR 53602, Nov. 12, 1992]

252.232–7006 Reduction or suspension of contract payments upon finding of fraud.

As prescribed in 232.111–70, use the following clause:

REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (AUG. 1992)

(a) 10 U.S.C. 2307(e) permits the head of the agency to reduce or suspend further payments to the Contractor upon a written determination by the agency head that substantial evidence exists that the Contractors request for advance, partial, or progress payments is based on fraud. The provisions of 10 U.S.C. 2307(e) are in addition to any other rights or remedies provided the Government by law or under contract.

(b) Actions taken by the Government in accordance with 10 U.S.C. 2307(e) shall not constitute an excusable delay under the Default clause of this contract or otherwise relieve the Contractor of its obligations to perform under this contract.

(End of clause)

[57 FR 42633, Sept. 15, 1992]

252.232–7007 Limitation of Government's obligation.

As prescribed in 232.705–70, use the following clause:

LIMITATION OF GOVERNMENT'S OBLIGATION (AUG. 1993)

(a) Contract line item(s) _____* through _____* are incrementally funded. For these item(s), the sum of $_____* of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled ''Termination for Convenience of the Government.'' As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those items(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled ''Termination for Convenience of the Government.''

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled ''Disputes.''

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled ''Default.'' The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled ''Termination for Convenience of the Government.''

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract.....$
(month) (day), 199x .....$
(month) (day), 199y .....$
(month) (day), 199z .....$

(End of clause)

ALTERNATE I (AUG. 1993)

If only one line item will be incrementally funded, substitute the following paragraph (a) for paragraph (a) of the basic clause.

(a) Contract line item _____is incrementally funded. The sum of $_____* is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (i) of this clause.

*To be inserted after negotiation.

[58 FR 46093, Sept. 1, 1993]

252.233–7000 Certification of claims and requests for adjustment or relief.

As prescribed in 233.7001, use the following clause:

CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF (MAY 1994)

(a) Any contract claim, request for equitable adjustment to contract terms, request for relief under Pub. L. 85–804, or other similar request exceeding $100,000 shall bear, at the time of submission, the following certificate given by an individual who has knowledge of the basis of the claim or request, knowledge of the accuracy and completeness of the supporting data, and knowledge of the claim or request:

I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contracting believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

_____

(Official's Name)

_____

(Title)

(b) The certification in paragraph (a) of this clause requires full disclosure of all relevant facts, including cost and pricing data.

(c) The certification requirement in paragraph (a) of this clause does not apply to:

(1) Requests for routine contract payments; for example, those for payment for accepted supplies and services, routine vouchers under cost-reimbursement type contracts, and progress payment invoices; or

(2) Final adjustments under incentive provisions of contracts.

(d) In those situations where no claim certification for the purposes of 10 U.S.C. 2410e has been submitted prior to the inception of a contract dispute, a single certification, using the language prescribed by the Contract Disputes Act (41 U.S.C. 601 *et seq.*) but signed by an individual who is authorized to bind the contractor and who has knowledge of the basis of the claim or request, knowledge of the accuracy and completeness of the supporting data, and knowledge of the claim or request, will satisfy the certification requirements of both statutes.

(e) If this is a request for equitable adjustment under a substantially completed contract or a completed contract, the certification will be expanded to include the following:

This claim includes only costs for performing the alleged change, and does not include any costs which have already been reimbursed or which have been separately claimed. All indirect costs claimed are properly allocable to the alleged change in accordance with applicable acquisition regulations. I am aware that the submission of a false claim to the Government can result in the assessment of significant criminal and civil penalties and fines.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 58 FR 28475, May 13, 1993; 59 FR 27676, May 27, 1994]

252.234–7000 Notice of cost/schedule control systems.

As prescribed by 234.005–70, use the following provision:

NOTICE OF COST/SCHEDULE CONTROL SYSTEMS (DEC. 1991)

(a) The Offeror shall submit a comprehensive plan for compliance with the cost/schedule control systems criteria of DoDI 5000.2, Defense Acquisition Management Policies and Procedures. The plan shall—

(1) Describe the cost/schedule control systems (C/SCS) the Offeror intends to use in performance of the contract.

(2) Distinguish between the Offeror's existing management systems and modifications proposed to meet the criteria.

(3) Describe the management systems and their application in all major functional cost areas in terms of:

(i) The work breakdown structure,

(ii) Planning,

(iii) Budgeting,

(iv) Scheduling,

(v) Work authorization,

(vi) Cost accumulation,

(vii) Measurement and reporting of cost and schedule performance,

(viii) Variance analysis, and

(ix) Baseline control.

(4) Describe compliance with each of the criteria. (Preferably, cross-reference appropriate elements in the description of systems with the items in the checklist for the C/SCS criteria in AFMCP 173–5, AMC–P 715–5, NAVSO P3627, DLAH 8400.2, DCAA P7641.47, Cost/Schedule Control Systems Criteria Joint Implementation Guide.)

(5) Identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the criteria.

(6) Describe the proposed procedure for administration of the criteria as applied to subcontractors.

(b) If the Offeror is using C/SCS which have been accepted by the Government, or is operating C/SCS under a current Memorandum of Understanding, the Offeror may submit either instead of the comprehensive plan.

(c) The Offeror shall provide information and assistance as requested by the Contracting Officer for evaluation of compliance with the cited criteria.

(d) The Government will evaluate the Offeror's plan for C/SCS before contract award.

(e) The prime contractor and the Government shall agree to subcontractors selected for application of the C/SCS criteria. The Contractor will contractually require the selected subcontractors to comply with the criteria. If either the prime or subcontractor requests, the Government, at its option, may conduct demonstrations and reviews of these selected subcontractors' management systems.

(End of provision)

[56 FR 36479, July 31, 1991, as amended at 56 FR 67222, Dec. 30, 1991; 59 FR 27676, May 27, 1994]

252.234–7001 Cost/schedule control systems.

As prescribed in 234.005–70, use the following clause:

COST/SCHEDULE CONTROL SYSTEMS (DEC. 1991)

(a) The Contractor shall establish, maintain, and use in the performance of this contract cost/schedule control systems (C/SCS) meeting the criteria of DoDI 5000.2, Defense Acquisition Management Policies and Procedures.

(b) Within 90 calendar days of contract award, or a longer period if the Contracting Officer agrees, the Contractor shall—

(1) Furnish the Contracting Officer a description of the C/SCS applicable to this contract. The description shall—

(i) Be in the form and detail as indicated by the AFMCP 173–5, AMC–P 715–5, NAVSO P3627, DLAH 8400.2, DCAA P7641.47 Cost Schedule Control Systems Criteria Joint Implementation Guide (the Guide); or

(ii) Be in the form and detail required by the Contracting Officer.

(2) Be prepared to demonstrate the operation of the Contractor's C/SCS to the Government for compliance with the criteria of DoDI 5000.2.

(c) The Contracting Officer shall reference the description of the accepted C/SCS in the contract. The Contractor shall maintain and

use the accepted C/SCS in the performance of this contract.

(d) The Contractor shall submit proposed changes to the accepted C/SCS to the Contracting Officer for review and approval. The Contracting Officer shall advise the Contractor of the acceptability of such changes within 60 days after receipt.

(e) When systems existing at time of contract award do not comply with the criteria, the Contractor shall make adjustments necessary to ensure compliance at no change in contract price or fee.

(f) The Contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative. Access is for the purpose of reviewing the demonstration in paragraph (b) of this clause and also to permit Government surveillance to ensure continuing application of the accepted systems to this contract.

(g) The Contractor shall correct deviations from accepted systems discovered during contract performance, as directed by the Contracting Officer.

(h) The Contractor shall require that each selected subcontractor, as agreed to by the Contracting Officer, shall meet the C/SCS criteria as set forth in the Guide. All such subcontracts shall have provisions for demonstration, review, acceptance, and surveillance of systems, to be conducted by the Government, at its option, when requested by the Contractor or subcontractor.

(i) If the Contractor or subcontractor is utilizing C/SCS which have been previously accepted, or is operating such systems under a current Memorandum of Understanding, the Contracting Officer may waive all or part of the provisions concerning demonstration and review.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 59 FR 27677, May 27, 1994]

252.235–7000 Indemnification under 10 U.S.C. 2354—fixed price.

As prescribed in 235.070–3, use the following clause:

INDEMNIFICATION UNDER 10 U.S.C. 2354—FIXED PRICE (DEC. 1991)

(a) This clause provides for indemnification under 10 U.S.C. 2354 if the Contractor meets all the terms and conditions of this clause.

(b) Claims, losses, and damages covered—

(1) Claims by third persons for death, bodily injury, sickness, or disease, or the loss, damage, or lost use of property. Claims include those for reasonable expenses of litigation or settlement. The term *third persons* includes employees of the contractor;

(2) The loss, damage, and lost use of the Contractor's property, but excluding lost profit; and

(3) Loss, damage, or lost use of the Government's property.

(c) The claim, loss, or damage—

(1) Must arise from the direct performance of this contract;

(2) Must not be compensated by insurance or other means, or be within deductible amounts of the Contractor's insurance;

(3) Must result from an unusually hazardous risk as specifically defined in the contract;

(4) Must not result from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, managers, superintendents, or other equivalent representatives who have supervision or direction of—

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location where this contract is being performed; or

(iii) A separate and complete major industrial operation connected with the performance of this contract;

(5) Must not be a liability assumed under any contract or agreement (except for subcontracts covered by paragraph (h) of this clause), unless the Contracting Officer (or in contracts with the Department of the Navy, the Department) specifically approved the assumption of liability; and

(6) Must be certified as just and reasonable by the Secretary of the department or designated representative.

(d) The Contractor shall buy and maintain, to the extent available, insurance against unusually hazardous risks in the form, amount, period(s) of time, at the rate(s), and with such insurers, as the Contracting Officer (or, for Navy contracts, the Department) may from time to time require and approve. If the cost of this insurance is higher than the cost of the insurance the Contractor had as of the date of the contract, the Government shall reimburse the Contractor for the difference in cost, as long as it is properly allocable to this contract and is not included in the contract price. The Government shall not be liable for claims, loss, or damage if insurance was available and is either required or approved under this paragraph.

(e) A reduction of the insurance coverage maintained by the Contractor on the date of the execution of this contract shall not increase the Government's liability under this clause unless the Contracting Officer consents, and the contract price is equitably adjusted, if appropriate, to reflect the Contractor's consideration for the Government's assumption of increased liability.

(f) *Notice.* The Contractor shall—

(1) Promptly notify the Contracting Officer of any occurrence, action, or claim that might trigger the Government's liability under this clause;

(2) Furnish the proof or evidence of any claim, loss, or damage in the form and manner that the Government requires; and

(3) Immediately provide copies of all pertinent papers that the Contractor receives or has received.

(g) The Government may direct, participate in, and supervise the settlement or defense of the claim or action. The Contractor shall comply with the Government's directions and execute any authorizations required.

(h) *Flowdown.* The Government shall indemnify the Contractor if the Contractor has an obligation to indemnify a subcontractor under any subcontract at any tier under this contract for the unusually hazardous risk identified in this contract only if—

(1) The Contracting Officer gave prior written approval for the Contractor to provide in a subcontract for the Contractor to indemnify the subcontractor for unusually hazardous risks defined in this contract;

(2) The Contracting Officer approved those indemnification provisions;

(3) The subcontract indemnification provisions entitle the Contractor, or the Government, or both, to direct, participate in, and supervise the settlement or defense of relevant actions and claims; and

(4) The subcontract provides the same rights and duties, the same provisions for notice, furnishing of papers and the like, between the Contractor and the subcontractor, as exist between the Government and the Contractor under this clause.

(i) The Government may discharge its obligations under paragraph (h) of this clause by making payments directly to subcontractors or to persons to whom the subcontractors may be liable.

(j) The rights and obligations of the parties under this clause shall survive the termination, expiration, or completion of this contract.

(End of clause)

252.235–7001 Indemnification under 10 U.S.C. 2354—cost reimbursement.

As prescribed in 235.070–3, use the following clause:

INDEMNIFICATION UNDER 10 U.S.C. 2354—COST REIMBURSEMENT (DEC. 1991)

(a) This clause provides for indemnification under 10 U.S.C. 2354 if the Contractor meets all the terms and conditions of this clause.

(b) Claims, losses, and damages covered—

(1) Claims by third persons for death, bodily injury, sickness, or disease, or the loss, damage, or lost use of property. Claims include those for reasonable expenses of litigation or settlement. The term ''third persons'' includes employees of the Contractor;

(2) The loss, damage, and lost use of the Contractor's property, but excluding lost profit; and

(3) Loss, damage, or lost use of the Government's property.

(c) The claim, loss, or damage—

(1) Must arise from the direct performance of this contract;

(2) Must not be compensated by insurance or other means, or be within deductible amounts of the Contractor's insurance;

(3) Must result from an unusually hazardous risk as specifically defined in the contract;

(4) Must not result from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, managers, superintendents, or other equivalent representatives who have supervision or direction of—

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location where this contract is being performed; or

(iii) A separate and complete major industrial operation connected with the performance of this contract;

(5) Must not be a liability assumed under any contract or agreement (except for subcontracts covered by paragraph (i) of this clause), unless the Contracting Officer (or in contracts with the Department of the Navy, the Department) specifically approved the assumption of liability; and

(6) Must be certified as just and reasonable by the Secretary of the department or designated representative.

(d) A reduction of the insurance coverage maintained by the Contractor on the date of the execution of this contract shall not increase the Government's liability under this clause unless the Contracting Officer consents, and the contract price is equitably adjusted, if appropriate, to reflect the Contractor's consideration for the Government's assumption of increased liability.

(e) *Notice.* The Insurance—Liability to Third Persons clause of this contract applies also to claims under this clause. In addition, the Contractor shall—

(1) Promptly notify the Contracting Officer of any occurrence, action, or claim that might trigger the Government's liability under this clause;

(2) Furnish the proof or evidence of any claim, loss, or damage in the form and manner that the Government requires; and

(3) Immediately provide copies of all pertinent papers that the contractor receives or has received.

(f) The Government may direct, participate in, and supervise the settlement or defense of the claim or action. The Contractor shall comply with the Government's directions, and execute any authorizations required.

(g) The Limitation of Cost clause of this contract does not apply to the Government's obligations under this clause. The obligations under this clause are excepted from the release required by the Allowable Cost, Fee, and Payment clause of this contract.

(h) Under this clause, a claim, loss, or damage arises from the direct performance of this contract if the cause of the claim, loss, or damage occurred during the period of performance of this contract or as a result of the performance of this contract.

(i) *Flowdown.* The Government shall indemnify the Contractor if the Contractor has an obligation to indemnify a subcontractor under any subcontract at any tier under this contract for the unusually hazardous risk identified in this contract only if—

(1) The Contracting Officer gave prior written approval for the Contractor to provide in a subcontract for the Contractor to indemnify the subcontractor for unusually hazardous risks defined in this contract;

(2) The Contracting Officer approved those indemnification provisions;

(3) The subcontract indemnification provisions entitle the Contractor, or the Government, or both, to direct, participate in, and supervise the settlement or defense of relevant actions and claims; and

(4) The subcontract provides the same rights and duties, the same provisions for notice, furnishing of paper and the like, between the Contractor and the subcontractor, as exist between the Government and the Contractor under this clause.

(j) The Government may discharge its obligations under paragraph (i) of this clause by making payments directly to subcontractors or to persons to whom the subcontractors may be liable.

(k) The rights and obligations of the parties under this clause shall survive the termination, expiration, or completion of this contract.

(End of clause)

252.235–7002 Animal welfare.

As prescribed in 235.071(a), use the following clause:

ANIMAL WELFARE (DEC. 1991)

(a) The Contractor shall register its research facility with the Secretary of Agriculture in accordance with 7 U.S.C. 2316 and 9 CFR subpart C, and §2.30, and furnish evidence of such registration to the Contracting Officer before beginning work under this contract.

(b) The Contractor shall acquire animals only from dealers licensed by the Secretary of Agriculture under 7 U.S.C. 2133 and 9 CFR subpart A, §§2.1 through 2.11, or from sources that are exempt from licensing under those sections.

(c) The Contractor agrees that the care and use of animals will conform with the pertinent laws of the United States and regulations of the Department of Agriculture (see 7 U.S.C. 2131 *et seq.* and 9 CFR subchapter A, parts 1 through 4).

(d) The Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract for failure to comply with the requirements of paragraphs (a) through (c) of this clause.

(1) The suspension will stay in effect until the Contractor complies with the requirements.

(2) Failure to complete corrective action within the time specified by the Contracting Officer may result in termination of this contract and removal of the Contractor's name from the list of contractors with approved Public Health Service Welfare Assurances.

(e) The Contractor may request registration of its facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), United States Department of Agriculture (USDA), for the region in which its research facility is located. The location of the appropriate APHIS regional office, as well as information concerning this program may be obtained by contacting the Senior Staff Officer, Animal Care Staff, USDA/APHIS, Federal Center Building, Hyattsville, MD 20782.

(f) The Contractor shall include this clause, including this paragraph (f), in all subcontracts involving research of live vertebrate animals.

(End of clause)

252.235–7003 Frequency authorization.

As prescribed in 235.071(b), use the following clause:

FREQUENCY AUTHORIZATION (DEC. 1991)

(a) The Contractor shall obtain authorization for radio frequencies required in support of this contract.

(b) For any experimental, developmental, or operational equipment for which the appropriate frequency allocation has not been made, the Contractor shall provide the technical operating characteristics of the proposed electromagnetic radiating device to the Contracting Officer during the initial

planning, experimental, or developmental phase of contract performance.

(c) The Contracting Officer shall furnish the procedures for obtaining radio frequency authorization.

(d) The Contractor shall include this clause, including this paragraph (d), in all subcontracts requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.

(End of clause)

ALTERNATE I (DEC. 1991)

Substitute the following paragraph (c) for paragraph (c) of the basic clause if agency procedures authorize use of DD Form 1494, Application for Frequency Authorization:

(c) The Contractor shall use DD Form 1494, Application for Frequency Authorization, to obtain radio frequency authorization.

252.235–7004 Option to extend the term of the contract.

As prescribed in 235.015–71(i)(2), use the following clause:

OPTION TO EXTEND THE TERM OF THE CONTRACT (DEC. 1991)

If the Contractor's proposal covers an additional period(s) which could be treated as an optional period(s), the Contracting Officer may—

(a) Add the additional period(s) to the contract as an option(s); and

(b) Exercise such option(s) by written notice of exercise at any time during the performance period or any extensions thereof.

(End of clause)

252.235–7005 Contractor-acquired property.

As prescribed in 235.015–71(i)(2), use the following clause:

CONTRACTOR-ACQUIRED PROPERTY (DEC. 1991)

(a) *Definition. Property,* as used in this clause, means all nonexpendable tangible personal property (except material)—

(1) Described in FAR 45.101, including automatic data processing equipment as defined in FAR 31.001, and facilities as defined in FAR 45.301;

(2) Which is acquired with funds provided under this contract for the conduct of research;

(3) Which the Contractor has specifically identified in its proposal; and

(4) Which the Contracting Officer has authorized the Contractor to acquire.

(b) The Contracting Officer may accept the identification and description in the Contractor's proposal of property to be Contractor-acquired property as advance notification required by subparagraphs (a) and (b) of the clause of this contract entitled ''Subcontracts Under Cost-Reimbursement and Letter Contracts.''

(c) Except for those items specifically identified in the contract as required by Block 27a of the DD Form 2222 (Research Contract (SFRC)/Modification, Short Form), award of this contract constitutes the Contracting Officer's written consent to acquire property in the Contractor's proposal.

(d) The Contracting Officer will approve or disapprove subcontracts to acquire the items listed in Block 27a of the DD Form 2222 after the award of any contract resulting from this solicitation.

(End of clause)

252.235–7006 Title to contractor-acquired property.

As prescribed in 235.015–71(i)(2), use the following clause:

TITLE TO CONTRACTOR-ACQUIRED PROPERTY (DEC. 1991)

(a) *Definition. Property,* as used in this clause, has the meaning given in the Contractor-Acquired Property clause of this contract.

(b) Title shall vest in the Contractor without further obligation when the property—

(1) Has an acquisition cost of $1,000 or more;

(2) Was specifically identified in the Contractor's proposal; and

(3) Is property other than that property for which a determination of title is deferred. Property for which the determination of title is deferred shall be identified in Block 27b of the DD Form 2222, Research Contract (SFRC)/Modification, Short Form.

(c) Title in all property which—

(1) Has an acquisition cost of $1,000 or more; and

(2) Was not specifically identified in the Contractor's proposal; or

(3) Is property for which a determination of title is deferred, may vest—

(i) In the Government;

(ii) In the Contractor; or

(iii) In the Contractor, subject to the right of the Government to direct transfer of the title back to the Government or third parties. The Government may exercise this right at any time up to and including the twelfth month after completion or termination of the contract. The Government at any time may remove an item of property

from this category, give up the right to direct transfer of the title back to the Government or third parties, and transfer title to the Contractor.

(d) Transfer of title back to the Government or third parties shall not be the basis for any claim by the Contractor. The Government Property (Cost-Reimbursement, Time and Material, or Labor Hour Contracts) clause and its Alternate I of this contract apply to any changes in property.

(e) Property acquired with funds made available under this contract shall be considered Government property subject to the Government Property clause until title to such property vests in the Contractor without right of the Government to direct transfer of the title back to the Government or third parties.

(f) Within 45 days following the end of the calendar year or the Contractor's fiscal year, the Contractor shall furnish the Contracting Officer a list of all property with an acquisition cost of $1,000 or more which the Contractor acquired under this contract during that year and to which title has not vested in the Contractor.

(End of clause)

252.235–7007 Advance payments.

As prescribed in 235.015–71(i)(2), use the following clause:

ADVANCE PAYMENTS (DEC. 1991)

The advance payment pool agreement between the Contractor and one or more military departments which is in effect as of the date of, and applies to, this contract shall govern advance payments made under this contract. If such an agreement is not in effect as of the date of this contract, the Allowable Cost and Payment clause of this contract shall govern payments to the Contractor.

(End of clause)

252.235–7008 Inspection and acceptance.

As prescribed in 235.015–71(i)(2), use the following clause:

INSPECTION AND ACCEPTANCE (DEC. 1991)

The Scientific Program Officer designated in Block 11 on the DD Form 2222 (Research Contract (SFRC)/Modification, Short Form) of this contract shall conduct inspection and acceptance of the final delivery. The Scientific Program Officer shall have at least 30 days after contractual delivery for acceptance.

(End of clause)

252.235–7009 Restriction on printing.

As prescribed in 235.015–71(i)(2), use the following clause:

RESTRICTION ON PRINTING (DEC. 1991)

The Contractor is authorized to reproduce reports, data, or other written materials, if required, provided the material produced does not exceed 5,000 production units of any page, and items consisting of multiple pages do not exceed 25,000 production units in the aggregate. The Contractor shall obtain the express prior written authorization of the Contracting Officer to reproduce material in excess of these quantities.

(End of clause)

252.235–7010 Acknowledgment of support and disclaimer.

As prescribed in 235.071(c), use the following clause:

ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the (name of contracting agency(ies)) under Contract No. (Contracting agency(ies) contract number(s)).

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the (name of contracting agency(ies)).

(End of clause)

[60 FR 29503, June 5, 1995]

252.235–7011 Final scientific or technical report.

As prescribed in 235.071(d), use the following clause:

FINAL SCIENTIFIC OR TECHNICAL REPORT (MAY 1995)

The Contractor shall submit two copies of the approved scientific or technical report delivered under this contract to the Defense Technical Information Center (DTIC), Attn: DTIC–OC, Cameron Station, Alexandria, VA

22304–6145. The Contractor shall include a completed Standard Form 298, Report Documentation Page, with each copy of the report. For submission of reports in other than paper copy, contact the Defense Technical Information Center, Attn: DTIC–OC, Cameron Station, Alexandria, VA 22304–6145.

(End of clause)

[60 FR 29503, June 5, 1995]

252.236–7000 Modification proposals—price breakdown.

As prescribed in 236.570(a), use the following clause:

MODIFICATION PROPOSALS—PRICE BREAKDOWN (DEC. 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown—

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for—

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

(End of clause)

252.236–7001 Contract drawings, maps, and specifications.

As prescribed in 236.570(a), use the following clause:

CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (DEC. 1991)

(a) The Government—

(1) Will provide the Contractor, without charge, _____ sets (five unless otherwise specified) of large-scale contract drawings and specifications except publications incorporated into the technical provisions by reference;

(2) Will furnish additional sets on request, for the cost of reproduction; and

(3) May, at its option, furnish the Contractor one set of reproducibles, or half-size drawings, in lieu of the drawings in paragraph (a)(1) of this clause.

(b) The Contractor shall—

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title File and Drawing No.

(End of clause)

252.236–7002 Obstruction of navigable waterways.

As prescribed in 236.570(b)(1), use the following clause:

OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC. 1991)

(a) The Contractor shall—

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may—

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without

fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 *et seq.*).

(End of clause)

252.236–7003 Payment for mobilization and preparatory work.

As prescribed in 236.570(b)(2), use the following clause:

PAYMENT FOR MOBILIZATION AND PREPARATORY WORK (DEC. 1991)

(a) The Government will make payment to the Contractor under the procedures in this clause for mobilization and preparatory work under item no. _____.

(b) Payments will be made for actual payments by the Contractor on work preparatory to commencing actual work on the construction items for which payment is provided under the terms of this contract, as follows—

(1) For construction plant and equipment exceeding $25,000 in value per unit (as appraised by the Contracting Officer at the work site) acquired for the execution of the work;

(2) Transportation of all plant and equipment to the site;

(3) Material purchased for the prosecution of the contract, but not to be incorporated in the work;

(4) Construction of access roads or railroads, camps, trailer courts, mess halls, dormitories or living quarters, field headquarters facilities, and construction yards;

(5) Personal services; and

(6) Hire of plant.

(c) Requests for payment must include—

(1) A certified account of the Contractor's actual expenditures;

(2) Supporting documentation, including receipted bills or certified copies of payrolls and freight bills; and

(3) The Contractor's certificate—

(i) Showing that it has acquired the construction plant, equipment, and material free from all encumbrances;

(ii) Agreeing that the construction plant, equipment, and material will not be removed from the site without the written permission of the Contracting Officer; and

(iii) Agreeing that structures and facilities prepared or erected for the prosecution of the contract work will be maintained and not dismantled prior to the completion and acceptance of the entire work, without the written permission of the Contracting Officer.

(d) Upon receiving a request for payment, the Government will make payment, less any prescribed retained percentage, if—

(1) The Contracting Officer finds the—

(i) Construction plant, material, equipment, and the mobilization and preparatory work performed are suitable and necessary to the efficient prosecution of the contract; and

(ii) Preparatory work has been done with proper economy and efficiency.

(2) Payments for construction plant, equipment, material, and structures and facilities prepared or erected for prosecution of the contract work do not exceed—

(i) The Contractor's cost for the work performed less the estimated value upon completion of the contract; and

(ii) 100 percent of the cost to the contractor of any items having no appreciable salvage value; and

(iii) 75 percent of the cost to the contractor of items which do have an appreciable salvage value.

(e) (1) Payments will continue to be made for item no. _____, and all payments will be deducted from the contract price for this item, until the total deductions reduce this item to zero, after which no further payments will be made under this item.

(2) If the total of payments so made does not reduce this item to zero, the balance will be paid to the Contractor in the final payment under the contract.

(3) The retained percentage will be paid in accordance with the Payments to Contractor clause of this contract.

(f) The Contracting Officer shall determine the value and suitability of the construction plant, equipment, materials, structures and facilities. The Contracting Officer's determinations are not subject to appeal.

(End of clause)

252.236–7004 Payment for mobilization and demobilization.

As prescribed in 236.570(b)(2), use the following clause:

PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC. 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) _____ percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining _____ percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of—

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

(End of clause)

252.236–7005 Airfield safety precautions.

As prescribed in 236.570(b)(3), use the following clause. At some airfields, the width of the primary surface is 1,500 feet (750 feet on each side of the runway centerline). In such instances, substitute the proper width in the clause.

AIRFIELD SAFETY PRECAUTIONS (DEC. 1991)

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

(1) *Landing areas* means—

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The *clear zone* beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;

(iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

(2) *Safety precaution areas* means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

(i) The *approach-departure clearance surface* is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(ii) The *approach-departure clearance zone* is the ground area under the approach-departure clearance surface.

(iii) The *transitional surface* is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the—

(*1*) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(*2*) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The ''transitional zone'' is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) *General.* (1) The Contractor shall comply with the requirements of this clause while—

(i) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall—

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is—

(i) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations—

(i) Approved by the Contracting Officer;

(ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(d) *Landing areas.* The Contractor shall—

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer;

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) *Safety precaution areas.* The Contractor shall—

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

(End of clause)

252.236–7006 Cost limitation.

As prescribed in 236.570(b)(4), use the following provision:

COST LIMITATION (DEC. 1991)

(a) Certain items in this solicitation are subject to statutory cost limitations. The limitations are stated in the Schedule.

(b) An offer which does not state separate prices for the items identified in the Schedule as subject to a cost limitation may be considered nonresponsive.

(c) By signing its offer, the Offeror certifies that each price stated on items identified as subject to a cost limitation includes an appropriate apportionment of all costs, direct and indirect, overhead, and profit.

(d) Offers may be rejected which—

(1) Are materially unbalanced for the purpose of bringing items within cost limitations; or

(2) Exceed the cost limitations, unless the limitations have been waived by the Government prior to award.

(End of provision)

252.236–7007 Additive or deductive items.

As prescribed in 236.570(b)(5), use the following provision:

ADDITIVE OR DEDUCTIVE ITEMS (DEC. 1991)

(a) The low offeror and the items to be awarded shall be determined as follows—

(1) Prior to the opening of bids, the Government will determine the amount of funds available for the project.

(2) The low offeror shall be the Offeror that—

(i) Is otherwise eligible for award; and

(ii) Offers the lowest aggregate amount for the first or base bid item, plus or minus (in the order stated in the list of priorities in the bid schedule) those additive or deductive items that provide the most features within the funds determined available.

(3) The Contracting Officer shall evaluate all bids on the basis of the same additive or deductive items.

(i) If adding another item from the bid schedule list of priorities would make the award exceed the available funds for all offerors, the Contracting Officer will skip

that item and go to the next item from the bid schedule of priorities; and

(ii) Add that next item if an award may be made that includes that item and is within the available funds.

(b) The Contracting Officer will use the list of priorities in the bid schedule only to determine the low offeror. After determining the low offeror, an award may be made on any combination of items if—

(1) It is in the best interest of the Government;

(2) Funds are available at the time of award; and

(3) The low offeror's price for the combination to be awarded is less than the price offered by any other responsive, responsible offeror.

(c) *Example.* The amount available is $100,000. Offeror A's base bid and four additives (in the order stated in the list of priorities in the bid Schedule) are $85,000, $10,000, $8,000, $6,000, and $4,000. Offeror B's base bid and four additives are $80,000, $16,000, $9,000, $7,000, and $4,000. Offeror A is the low offeror. The aggregate amount of offeror A's bid for purposes of award would be $99,000, which includes a base bid plus the first and fourth additives. The second and third additives were skipped because each of them would cause the aggregate bid to exceed $100,000.

(End of provision)

252.236–7008 Contract prices—bidding schedules.

As prescribed in 236.570(b)(6), use the following provision:

CONTRACT PRICES—BIDDING SCHEDULES (DEC. 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for—

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

(End of provision)

252.236–7009 Option for supervision and inspection services.

As prescribed in 236.609–70, use the following clause:

OPTION FOR SUPERVISION AND INSPECTION SERVICES (DEC. 1991)

(a) The Government may—

(1) At its option, direct the Contractor to perform any part or all of the supervision and inspection services for the construction contract as provided under appendix A of this contract; and

(2) Exercise its option, by written order, at any time prior to six months after satisfactory completion and acceptance of the work under this contract.

(b) Upon receipt of the Contracting Officer's written order, the Contractor shall proceed with the supervision and inspection services.

(End of clause)

252.237–7000 Notice of special standards of responsibility.

As prescribed in 237.203–70(d)(1), use the following provision:

NOTICE OF SPECIAL STANDARDS OF RESPONSIBILITY (DEC. 1991)

(a) To be determined responsible, the Offeror must meet the general standards of responsibility set forth at FAR 9.104–1 and the following criteria, as described in Chapter 3, General Standards, of ''Government Auditing Standards.''

(1) Qualifications;

(2) Independence; and

(3) Quality Control.

(b) ''Government Auditing Standards'' is issued by the Comptroller General of the United States and is available for sale from the: Superintendent of Documents, U.S. Government Printing Office. Washington, DC 20401, Stock number 020–000–00243–3.

(c) The apparently successful Offeror, before award, shall give the Contracting Officer evidence that it is licensed by the cognizant licensing authority in the state or other political jurisdiction where the Offeror operates its professional practice.

(End of provision)

252.237–7001 Compliance with audit standards.

As prescribed in 237.203–70(d)(2), use the following clause:

COMPLIANCE WITH AUDIT STANDARDS (DEC. 1991)

The Contractor, in performance of all audit services under this contract, shall comply with—

(a) Government Auditing Standards set forth in ''Government Auditing Standards'' issued by the Comptroller General of the United States.

(b) Office of Management and Budget Circular No. A–73, Audit of Federal Operations and Programs.

(End of clause)

252.237–7002 Award to single offeror.

As prescribed in 237.7004(a), use the following provision:

AWARD TO SINGLE OFFEROR (DEC. 1991)

(a) Award shall be made to a single offeror.
(b) Offerors shall include unit prices for each item. Failure to include unit prices for each item will be cause for rejection of the entire offer.
(c) The Government will evaluate offers on the basis of the estimated quantities shown.
(d) Award will be made to that responsive, responsible offeror whose total aggregate offer is the lowest price to the Government.

(End of provision)

ALTERNATE I (DEC. 1991)

As prescribed in 237.7004(a), substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) Award will be made to that responsive, responsible offeror whose total aggregate offer is in the best interest of the Government.

252.237–7003 Requirements.

As prescribed in 237.7004(b), use the following clause:

REQUIREMENTS (DEC. 1991)

(a) Except as provided in paragraphs (c) and (d) of this clause, the Government will order from the Contractor all of its requirements in the area of performance for the supplies and services listed in the schedule of this contract.
(b) Each order will be issued as a delivery order and will list—
(1) The supplies or services being ordered;
(2) The quantities to be furnished;
(3) Delivery or performance dates;
(4) Place of delivery or performance;
(5) Packing and shipping instructions;
(6) The address to send invoices; and
(7) The funds from which payment will be made.
(c) The Government may elect not to order supplies and services under this contract in instances where the body is removed from the area for medical, scientific, or other reason.
(d) In an epidemic or other emergency, the contracting activity may obtain services beyond the capacity of the Contractor's facilities from other sources.
(e) Contracting Officers of the following activities may order services and supplies under this contract—

_____

_____

_____

(End of clause)

252.237–7004 Area of performance.

As prescribed in 237.7004(b), use the following clause:

AREA OF PERFORMANCE (DEC. 1991)

(a) The area of performance is as specified in the contract.
(b) The Contractor shall take possession of the remains at the place where they are located, transport them to the Contractor's place of preparation, and later transport them to a place designated by the Contracting Officer.
(c) The Contractor will not be reimbursed for transportation when both the place where the remains were located and the delivery point are within the area of performance.
(d) If remains are located outside the area of performance, the Contracting Officer may place an order with the Contractor under this contract or may obtain the services elsewhere. If the Contracting Officer requires the Contractor to transport the remains into the area of performance, the Contractor shall be paid the amount per mile in the schedule for the number of miles required to transport the remains by a reasonable route from the point where located to the boundary of the area of performance.
(e) The Contracting Officer may require the Contractor to deliver remains to any point within 100 miles of the area of performance. In this case, the Contractor shall be paid the amount per mile in the schedule for the number of miles required to transport the remains by a reasonable route from the boundary of the area of performance to the delivery point.

(End of clause)

252.237–7005 Performance and delivery.

As prescribed in 237.7004(b), use the following clause:

PERFORMANCE AND DELIVERY (DEC. 1991)

(a) The Contractor shall furnish the material ordered and perform the services specified as promptly as possible but not later than 36 hours after receiving notification to remove the remains, excluding the time necessary for the Government to inspect and check results of preparation.

(b) The Government may, at no additional charge, require the Contractor to hold the remains for an additional period not to exceed 72 hours from the time the remains are casketed and final inspection completed.

(End of clause)

252.237–7006 Subcontracting.

As prescribed in 237.7004(b), use the following clause:

SUBCONTRACTING (DEC. 1991)

The Contractor shall not subcontract any work under this contract without the Contracting Officer's written approval. This clause does not apply to contracts of employment between the Contractor and its personnel.

(End of clause)

252.237–7007 Termination for default.

As prescribed in 237.7004(b), use the following clause:

TERMINATION FOR DEFAULT (DEC. 1991)

(a) This clause supplements and is in addition to the Default clause of this contract.

(b) The Contracting Officer may terminate this contract for default by written notice without the ten day notice required by paragraph (a)(2) of the Default clause if—

(1) The Contractor, through circumstances reasonably within its control or that of its employees, performs any act under or in connection with this contract, or fails in the performance of any service under this contract and the act or failures may reasonably be considered to reflect discredit upon the Department of Defense in fulfilling its responsibility for proper care of remains;

(2) The Contractor, or its employees, solicits relatives or friends of the deceased to purchase supplies or services not under this contract. (The Contractor may furnish supplies or arrange for services not under this contract, only if representatives of the deceased voluntarily request, select, and pay for them.);

(3) The services or any part of the services are performed by anyone other than the Contractor or the Contractor's employees without the written authorization of the Contracting Officer;

(4) The Contractor refuses to perform the services required for any particular remains; or

(5) The Contractor mentions or otherwise uses this contract in its advertising in any way.

(End of clause)

252.237–7008 Group interment.

As prescribed in 237.7004(b), use the following clause:

GROUP INTERMENT (DEC. 1991)

The Government will pay the Contractor for supplies and services provided for remains interred as a group on the basis of the number of caskets furnished, rather than on the basis of the number of persons in the group.

(End of clause)

252.237–7009 Permits.

As prescribed in 237.7004(b), use the following clause:

PERMITS (DEC. 1991)

The Contractor shall meet all State and local licensing requirements and obtain and furnish all necessary health department and shipping permits at no additional cost to the Government. The Contractor shall ensure that all necessary health department permits are in order for disposition of the remains.

(End of clause)

252.237–7010 Facility requirements.

As prescribed in 237.7004(b), use the following clause:

FACILITY REQUIREMENTS (DEC. 1991)

(a) The Contractor's building shall have complete facilities for maintaining the highest standards of solemnity, reverence, assistance to the family, and prescribed ceremonial services.

(b) The Contractor's preparation room shall be clean, sanitary, and adequately equipped.

(c) The Contractor shall have, or be able to get, catafalques, church trucks, and equipment for Protestant, Catholic, and Jewish services.

(d) The Contractor's funeral home, furnishings, grounds, and surrounding area shall present a clean and well-kept appearance.

(End of clause)

252.237–7011 Preparation history.

As prescribed in 237.7004(b), use the following clause:

PREPARATION HISTORY (DEC. 1991)

For each body prepared, or for each casket handled in a group interment, the Contractor shall state briefly the results of the embalming process on a certificate furnished by the Contracting Officer.

(End of clause)

252.237–7012 Instruction to offerors (count-of-articles).

As prescribed in 237.7102(a), use the following provision:

INSTRUCTION TO OFFERORS (COUNT-OF-ARTICLES) (DEC. 1991)

(a) The Offeror shall include unit prices for each item in a lot. Unit prices shall include all costs to the Government of providing the services, including pickup and delivery charges.

(b) Failure to offer on any item in a lot shall be cause for rejection of the offer on that lot. The Contracting Officer will evaluate offers based on the estimated quantities in the solicitation.

(c) Award generally will be made to a single offeror for all lots. However, the Contracting Officer may award by individual lot when it is more advantageous to the Government.

(d) Prospective offerors may inspect the types of articles to be serviced. Contact the Contracting Officer to make inspection arrangements.

(End of provision)

252.237–7013 Instruction to offerors (bulk weight).

As prescribed in 237.7102(b), use the following provision:

INSTRUCTION TO OFFERORS (BULK WEIGHT) (DEC. 1991)

(a) Offers shall be submitted on a unit price per pound of serviced laundry. Unit prices shall include all costs to the Government of providing the service, including pickup and delivery charges.

(b) The Contracting Officer will evaluate bids based on the estimated pounds of serviced laundry stated in the solicitation.

(c) Award generally will be made to a single offeror for all lots. However, the Contracting Officer may award by individual lot when it is more advantageous to the Government.

(d) Prospective offerors may inspect the types of articles to be serviced. Contact the Contracting Officer to make inspection arrangements.

(End of provision)

252.237–7014 Loss or damage (count-of-articles).

As prescribed in 237.7102(c), use the following clause:

LOSS OR DAMAGE (COUNT-OF-ARTICLES) (DEC. 1991)

(a) The count-of-articles will be—

(1) The count of the Contracting Officer; or

(2) The count agreed upon as a result of a joint count by the Contractor and the Contracting Officer at the time of delivery to the Contractor.

(b) The Contractor shall—

(1) Be liable for return of the number and kind of articles furnished for service under this contract; and

(2) Shall indemnify the Government for any loss or damage to such articles.

(c) The Contractor shall pay to the Government the value of any lost or damaged property using Federal supply schedule price lists. If the property is not on these price lists, the Contracting Officer shall determine a fair and reasonable price.

(d) The Contracting Officer will allow credit for any depreciation in the value of the property at the time of loss or damage. The Contracting Officer and the Contractor shall mutually determine the amount of the allowable credit.

(e) Failure to agree upon the value of the property or on the amount of credit due will be treated as a dispute under the Disputes clause of this contract.

(f) In case of damage to any property that the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor may repair the property at its expense in a manner satisfactory to the Contracting Officer, rather than make payment under paragraph (c) of this clause.

(End of clause)

252.237–7015 Loss or damage (weight of articles).

As prescribed in 237.7102(d), use the following clause:

LOSS OR DAMAGE (WEIGHT OF ARTICLES) (DEC. 1991)

(a) The Contractor shall—

(1) Be liable for return of the articles furnished for service under this contract; and

(2) Indemnify the Government for any articles delivered to the Contractor for servicing under this contract that are lost or damaged, and in the opinion of the Contracting Officer, cannot be repaired satisfactorily.

(b) The Contractor shall pay to the Government _____ per pound for lost or damaged articles. The Contractor shall pay the

Government only for losses which exceed the maximum weight loss in paragraph (e) of this clause.

(c) Failure to agree on the amount of credit due will be treated as a dispute under the Disputes clause of this contract.

(d) In the case of damage to any articles that the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the articles at its expense in a manner satisfactory to the Contracting Officer.

(e) The maximum weight loss allowable in servicing the laundry is _____ percent of the weight recorded on delivery tickets when the laundry is picked up. Any weight loss in excess of this amount shall be subject to the loss provisions of this clause.

(End of clause)

252.237–7016 Delivery tickets.

As prescribed in 237.7102(e), use the following clause:

DELIVERY TICKETS (DEC. 1991)

(a) The Contractor shall complete delivery tickets in the number of copies required and in the form approved by the Contracting Officer, when it receives the articles to be serviced.

(b) The Contractor shall include one copy of each delivery ticket with its invoice for payment.

(End of clause)

ALTERNATE I (DEC. 1991)

As prescribed in 237.7102(e)(1), add the following paragraphs (c), (d), and (e) to the basic clause:

(c) Before the Contractor picks up articles for service under this contract, the Contracting Officer will ensure that—

(1) Each bag contains only articles within a single bag type as specified in the schedule; and

(2) Each bag is weighed and the weight and bag type are identified on the bag.

(d) The Contractor shall, at time of pickup—

(1) Verify the weight and bag type and record them on the delivery ticket; and

(2) Provide the Contracting Officer, or representative, a copy of the delivery ticket.

(e) At the time of delivery, the Contractor shall record the weight and bag type of serviced laundry on the delivery ticket. The Contracting Officer will ensure that this weight and bag type are verified at time of delivery.

ALTERNATE II (DEC. 1991)

As prescribed in 237.7102(e)(2), add the following paragraphs (c), (d), and (e) to the basic clause—

(c) Before the Contractor picks up articles for service under this contract, the Contracting Officer will ensure that each bag is weighed and that the weight is identified on the bag.

(d) The Contractor, at time of pickup, shall verify and record the weight on the delivery ticket and shall provide the Contracting Officer, or representative, a copy of the delivery ticket.

(e) At the time of delivery, the Contractor shall record the weight of serviced laundry on the delivery ticket. The Contracting Officer will ensure that this weight is verified at time of delivery.

252.237–7017 Individual laundry.

As prescribed in 237.7102(f), use the following clause:

INDIVIDUAL LAUNDRY (DEC. 1991)

(a) The Contractor shall provide laundry service under this contract on both a unit bundle and on a piece-rate bundle basis for individual personnel.

(b) The total number of pieces listed in the ''Estimated Quantity'' column in the schedule is the estimated amount of individual laundry for this contract. The estimate is for information only and is not a representation of the amount of individual laundry to be ordered. Individuals may elect whether or not to use the laundry services.

(c) Charges for individual laundry will be on a per unit bundle or a piece-rate basis. The Contractor shall provide individual laundry bundle delivery tickets for use by the individuals in designating whether the laundry is a unit bundle or a piece-rate bundle. An individual laundry bundle will be accompanied by a delivery ticket listing the contents of the bundle.

(d) The maximum number of pieces to be allowed per bundle is as specified in the schedule and as follows—

(1) *Bundle consisting of 26 pieces, including laundry bag.* This bundle will contain approximately _____ pieces of outer garments which shall be starched and pressed. Outer garments include, but are not limited to, shirts, trousers, jackets, dresses, and coats.

(2) *Bundle consisting of 13 pieces, including laundry bag.* This bundle will contain approximately _____ pieces of outer garments which shall be starched and pressed. Outer garments include, but are not limited to, shirts, trousers, jackets, dresses, and coats.

(End of clause)

252.237–7018 Special definitions of government property.

As prescribed in 237.7102(g), use the following clause:

SPECIAL DEFINITIONS OF GOVERNMENT PROPERTY (DEC. 1991)

Articles delivered to the Contractor to be laundered or dry-cleaned, including any articles which are actually owned by individual Government personnel, are Government-owned property, not Government-furnished property. Government-owned property does not fall under the requirements of any Government-furnished property clause of this contract.

(End of clause)

252.237–7019 Identification of uncompensated overtime.

As prescribed in 237.170–3, use the following provision:

IDENTIFICATION OF UNCOMPENSATED OVERTIME (APR. 1992)

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

(1) *Uncompensated overtime* means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA), without additional compensation. Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(2) *Uncompensated overtime rate* is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at $20.00 would be converted to an uncompensated overtime rate of $17.78 per hour. ($20 × 40) divided by 45=$17.78.

(b) For any hours proposed against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals which include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of provision)

[56 FR 67222, Dec. 30, 1991, as amended at 57 FR 14996, Apr. 23, 1992; 57 FR 42633, Sept. 15, 1992]

252.237–7020—252.237–7021 [Reserved]

252.237–7022 Services at installations being closed.

As prescribed in 237.7402, use the following clause:

SERVICES AT INSTALLATIONS BEING CLOSED (MAY 1995)

Professional employees shall be used by the local government to provide services under this contract to the extent that professionals are available in the area under the jurisdiction of such government.

(End of clause)

[59 FR 36090, July 15, 1994, as amended at 60 FR 29503, June 5, 1995]

252.239–7000 Protection against compromising emanations.

As prescribed in 239.7102–3(a), use the following clause:

PROTECTION AGAINST COMPROMISING EMANATIONS (DEC. 1991)

(a) The Contractor shall provide or use only computer equipment, as specified by the Government, that has been accredited to meet the appropriate security requirements of—

(1) The National Security Agency National TEMPEST Standards (NACSEM No. 5100 or NACSEM No. 5100A, Compromising Emanations Laboratory Test Standard, Electromagnetics (U)); or

(2) Other standard specified by this contract.

(b) Upon request of the Contracting Officer, the Contractor shall provide documentation supporting the accreditation.

(c) The Government may, as part of its inspection and acceptance, conduct additional tests to ensure that equipment or systems delivered under this contract satisfy the security standards specified. The Government may conduct additional tests—

(1) At the installation site or contractor's facility.

(2) Notwithstanding the existence of valid accreditations of equipment prior to the award of this contract.

(d) Unless otherwise provided in this contract under the Warranty of Supplies or Warranty of Systems and Equipment clauses, the Contractor shall correct or replace accepted equipment or systems found to be deficient within one year after proper installations.

(1) The correction or replacement shall be at no cost to the Government.

(2) Should a modification to the delivered equipment be made by the Contractor, the one year period applies to the modification upon its proper installation.

(3) This paragraph (d) applies regardless of f.o.b. point or the point of acceptance of the deficient equipment/systems.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 56 FR 67222, Dec. 30, 1991]

52.239–7001 [Reserved]

252.239–7002 Access.

As prescribed in 239.7411(a), use the following clause:

ACCESS (DEC. 1991)

(a) Subject to military security regulations, the Government shall permit the Contractor access at all reasonable times to Contractor furnished facilities. However, if the Government is unable to permit access, the Government at its own risk and expense shall maintain these facilities and the Contractor shall not be responsible for the service involving any of these facilities during the period of nonaccess, unless the service failure results from the Contractor's fault or negligence.

(b) During periods when the Government does not permit Contractor access, the Government will reimburse the Contractor at mutually acceptable rates for the loss of or damage to the equipment due to the fault or negligence of the Government. Failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(End of clause)

252.239–7003 Facilities and services to be furnished—common carriers.

As prescribed in 239.7411(a), use the following clause:

FACILITIES AND SERVICES TO BE FURNISHED—COMMON CARRIERS (DEC. 1991)

(a) The Contractor shall furnish any classes of services or facilities that the Contractor offers or furnishes under published tariffs.

(b) When it is mutually agreed that the Contractor shall furnish nontariffed services, the Government shall order them under the Ordering of Facilities and Services clause of this agreement/contract. These nontariffed services may include the engineering, installation, alteration, or maintenance of facilities owned either by the Contractor or the Government, wherever located.

(c) Upon request of the Contracting Officer, the Contractor agrees to interconnect its facilities with any Government-owned or furnished telecommunications equipment, facilities, or transmission media. The Contractor shall use established technical criteria for ensuring continuity of service and traffic without damage to or degradation of commercial facilities.

(End of clause)

252.239–7004 Orders for facilities and services—common carriers.

As prescribed in 239.7411(a), use the following clause:

ORDERS FOR FACILITIES AND SERVICES—COMMON CARRIERS (DEC. 1991)

The Contractor shall acknowledge a communication service authorization or other type order for supplies and facilities by—

(a) Commencing performance; or

(b) Written acceptance by a duly authorized representative.

(End of clause)

252.239–7005 Rates, charges, and services—common carriers.

As prescribed in 239.7411(a), use the following clause:

RATES, CHARGES, AND SERVICES—COMMON CARRIERS (DEC. 1991)

(a) *Definition—Governmental regulatory body* means the Federal Communications Commission, any statewide regulatory body, or any body with less than statewide jurisdiction when operating under the state authority. Regulatory bodies whose decisions are not subject to judicial appeal and regulatory bodies which regulate a company owned by the same entity which creates the regulatory body are not ''governmental regulatory bodies.''

(b) The Contractor shall furnish the services and facilities under this agreement/contract in accordance with—

(1) All applicable tariffs, rates, charges, rules, regulations, or requirements;

(i) Lawfully established by a governmental regulatory body; and

(ii) Applicable to service and facilities furnished or offered by the Contractor to the general public or the Contractor's subscribers;

(2) Rates, terms, and conditions of service and facilities furnished or offered by the Contractor to the general public or the Contractor's subscribers; or

(3) Rates, terms, and conditions of service as may be agreed upon, subject, when appropriate, to jurisdiction of a governmental regulatory body.

(c) The Government shall not prepay for services.

(d) For nontariffed services, the Contractor shall charge the Government at the lowest rate and under the most favorable terms and conditions for similar service and facilities offered to any other customer.

(e) Recurring charges for services and facilities shall, in each case, start with the satisfactory beginning of service or provision of facilities or equipment and are payable monthly in arrears.

(f) Subject to the Cancellation or Termination of Orders—Common Carriers clause, of this agreement/contract, the Government may stop the use of any service or facilities furnished under this agreement/contract at any time. The Government shall pay the contractor all charges for services and facilities adjusted to the effective date of discontinuance.

(g) Expediting charges are costs necessary to get services earlier than normal. Examples are overtime pay or special shipment. When authorized, expediting charges shall be the additional costs incurred by the Contractor and the subcontractor. The Government shall pay expediting charges only when—

(1) They are provided for in the tariff established by a governmental regulatory body; or

(2) They are authorized in a communication service authorization or other contractual document.

(h) When services normally provided are technically unacceptable and the development, fabrication, or manufacture of special equipment is required, the Government may—

(1) Provide the equipment; or

(2) Direct the Contractor to acquire the equipment or facilities. If the Contractor acquires the equipment or facilities, the acquisition shall be competitive, if practicable.

(i) If at any time the Government defers or changes its orders for any of the services but does not cancel or terminate them, the amount paid or payable to the Contractor for the services deferred or modified shall be equitably adjusted under applicable tariffs filed by the Contractor with the regulatory commission in effect at the time of deferral or change. If no tariffs are in effect, the Government and the Contractor shall equitably adjust the rates by mutual agreement. Failure to agree on any adjustment shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(End of clause)

252.239–7006 Tariff information.

As prescribed in 239.7411(a), use the following clause:

TARIFF INFORMATION (DEC. 1991)

(a) The Contractor shall provide to the Contracting Officer—

(1) Upon request, a copy of the Contractor's current existing tariffs (including changes);

(2) Before filing any application to a Federal, State, or any other regulatory agency for new or changes to, rates, charges, services, or regulations relating to any tariff or any of the facilities or services to be furnished solely or primarily to the Government; and

(3) Upon request, a copy of all information, material, and data developed or prepared in support of or in connection with an application under paragraph (a)(2) of this clause.

(b) The Contractor shall notify the Contracting Officer of any application that anyone other than the Contractor files with a governmental regulatory body which affects or will affect the rate or conditions of services under this agreement/contract. These requirements also apply to applications pending on the effective date of this agreement/contract.

(End of clause)

252.239–7007 Cancellation or termination of orders—common carriers.

As prescribed in 239.7411(a), use the following clause:

CANCELLATION OR TERMINATION OF ORDERS—COMMON CARRIERS (DEC. 1991)

(a) If the Government cancels any of the services ordered under this agreement/contract, before the services are made available to the Government, or terminates any of these services after they are made available to the Government, the Government shall reimburse the Contractor for the actual nonrecoverable costs the Contractor has reasonably incurred in providing facilities and equipment for which the Contractor has no foreseeable reuse.

(b) The amount of the Government's liability upon cancellation or termination of any of the services ordered under this agreement/contract will be determined under applicable tariffs governing cancellation and termination charges which—

(1) Are filed by the Contractor with a governmental regulatory body, as defined in the Rates, Charges, and Services—Common Carriers clause of this agreement/contract;

(2) Are in effect on the date of termination; and

(3) Provide specific cancellation or termination charges for the facilities and equipment involved or show how to determine the charges.

(c) The amount of the Government's liability upon cancellation or termination of any of the services ordered under this agreement/contract, which are not subject to a governmental regulatory body, will be determined under a mutually agreed schedule in the communication services authorization (CSA) or other contractual document.

(d) If no applicable tariffs are in effect on the date of cancellation or termination or set forth in the applicable CSA or other contractual document, the Government's liability will be determined under the following settlement procedures—

(1) The Contractor agrees to provide the Contracting Officer, in such reasonable detail as the Contracting Officer may require, certified inventory schedules covering all items of property or facilities in the Contractor's possession, the cost of which is included in the Basic Cancellation or Termination Liability for which the Contractor has no foreseeable reuse.

(2) The Contractor shall use its best efforts to sell property or facilities when the Contractor has no foreseeable reuse or when the Government has not exercised its option to take title under the title to Telecommunications Facilities and Equipment clause of this agreement/contract. The Contractor shall apply any proceeds of the sale to reduce any payments by the Government to the Contractor under a cancellation or termination settlement.

(3) The Contractor shall record actual nonrecoverable costs under established accounting procedures prescribed by the cognizant governmental regulatory authority or, if no such procedures have been prescribed, under generally accepted accounting procedures applicable to the provision of telecommunication services for public use.

(4) The actual nonrecoverable costs are the installed costs of the facilities and equipment, less cost of reusable materials, and less net salvage value. Installed costs shall include the actual cost of equipment and materials specifically provided or used, plus the actual cost of installing (including engineering, labor, supervision, transportation, rights-of-way, and any other items which are chargeable to the capital accounts of the Contractor) less any costs the Government may have directly reimbursed the Contractor under the Special Construction and Equipment Charges clause of this agreement/contract. Deduct from the Contractor's installed cost, the net salvage value (salvage value less cost of removal). In determining net salvage value, give consideration to foreseeable reuse of the facilities and equipment by the Contractor. Make allowance for the cost of dismantling, removal, reconditioning, and disposal of the facilities and equipment when necessary either to the sale of facilities or their reuse by the Contractor in another location.

(5) The Basic Cancellation Liability is defined as the actual nonrecoverable cost which the Government shall reimburse the Contractor at the time services are cancelled. The Basic Termination Liability is defined as the nonrecoverable cost amortized in equal monthly increments throughout the liability period. Upon termination of services, the Government shall reimburse the Contractor for the nonrecoverable cost less such costs amortized to the date services are terminated. Establish the liability period as mutually agreed to but not to exceed ten years.

(6) When the Basic Cancellation or Termination Liability established by the CSA or other contractual document is based on estimated costs, the Contractor agrees to settle on the basis of actual cost at the time of termination or cancellation.

(7) The Contractor agrees that, if after settlement but within the termination liability period of the services, should the Contractor make reuse of equipment or facilities which were treated as nonreusable or nonsalvagable in the settlement, the Contractor shall reimburse the Government for the value of the equipment or facilities.

(8) The Contractor agrees to exclude—

(i) Any costs which are not included in determining cancellation and termination charges under the Contractor's standard practices or procedures; and

(ii) Charges not ordinarily made by the Contractor for similar facilities or equipment, furnished under similar circumstances.

(e) The Government may, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the canceled or terminated portion of this agreement/contract. The Government may make these payments if in the opinion of the Contracting Officer the total of the payments is within the amount the Contractor is entitled. If the total of the payments is in excess of the amount finally agreed or determined to be due under this clause, the Contractor shall pay the excess to the Government upon demand.

(f) Failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause.

(End of clause)

252.239–7008 Reuse arrangements.

As prescribed in 239.7411(a), use the following clause:

REUSE ARRANGEMENTS (DEC. 1991)

(a) When feasible, the Contractor shall reuse canceled or terminated facilities or equipment to minimize the charges to the Government.

(b) If at any time the Government requires that telecommunications facilities or equipment be relocated within the Contractor's service area, the Government shall have the option of paying the costs of relocating the facilities or equipment in lieu of paying any termination or cancellation charge under the Cancellation or Termination of Orders-Common Carriers clause of this agreement/contract. The Basic Termination Liability applicable to the facilities or equipment in their former location shall continue to apply to the facilities and equipment in their new location. Monthly rental charges shall continue to be paid during the period.

(c) When there is another requirement or foreseeable reuse in place of canceled or terminated facilities or equipment, no charge shall apply and the Basic Cancellation or Termination Liability shall be appropriately reduced. When feasible, the Contractor shall promptly reuse discontinued channels or facilities, including equipment for which the Government is obligated to pay a minimum service charge.

(End of clause)

252.239–7009 Submission of cost or pricing data—common carriers.

As prescribed in 239.7411(a), use the following clause:

SUBMISSION OF COST OR PRICING DATA—COMMON CARRIERS (DEC. 1991)

The Contractor agrees to provide certified cost or pricing data, upon request by the Contracting Officer, whenever—

(a) The services are nontariffed services;

(b) A tariff, whether filed or to be filed, is for new services installed or developed primarily for Government use;

(c) A tariff, whether filed or to be filed, does not include the special rates and charges;

(d) More than one commercial source (one or more of which is a common carrier) can offer the service but price competition is not adequate;

(e) Required to support the reasonableness of special assembly rates and charges;

(f) Required to support the reasonableness of special construction and equipment charges;

(g) Required to support the reasonableness of those contingent liabilities which are fixed at the outset of the service;

(h) Required to support proposed cancellation and termination charges (under the Cancellation or Termination Orders clause) and reuse arrangements (under the Reuse Arrangements clause); or

(i) Required to support rates contained in voluntary tariffs filed by nondominant common carriers.

(End of clause)

252.239–7010 Audit and records—common carriers.

As prescribed in 239.7411(a), use the following clause:

AUDIT AND RECORDS—COMMON CARRIERS (NOV 1995)

(a) For the purpose of verifying the accuracy of the cost or pricing data submitted under the Submission of Cost or Pricing Data—Common Carriers clause of this agreement/contract, the Contracting Officer or authorized representative shall have the right to examine the Contractor's records, the computations and projections used, and other supporting data, as defined in 4.703(a) of the Federal Acquisition Regulation, which will permit adequate evaluation of the cost or pricing data. This right applies to cost and pricing data which were available to the Contractor as of the date of the certification and shall last—

(1) Until the expiration of three years from the date of the submission of the data which forms the basis for a recurring or nonrecurring charge; or

(2) Until the expiration of the period of contingent liability with respect to that contingent liability.

(b) The Contractor shall maintain records and other evidence, and accounting procedures and practices, sufficient to show the direct and indirect costs which were the basis for pricing the communication service authorization.

(c) The Contractor shall insert the substance of this clause in subcontracts which furnish the basis for charges referred to in paragraph (a) of this clause unless the Contracting Officer authorizes its omission.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 61602, Nov. 30, 1995]

252.239–7011 Special construction and equipment charges.

As prescribed in 239.7411(b), use the following clause:

SPECIAL CONSTRUCTION AND EQUIPMENT CHARGES (DEC. 1991)

(a) The Government will not directly reimburse the Contractor for the cost of constructing any facilities or providing any equipment, unless the Contracting Officer authorizes direct reimbursement.

(b) If the Contractor stops using facilities or equipment which the Government has, in whole or part, directly reimbursed, the Contractor shall allow the Government credit for the value of the facilities or equipment attributable to the Government's contribution. Determine the value of the facilities and equipment on the basis of their foreseeable reuse by the Contractor at the time their use is discontinued or on the basis of the net salvage value, whichever is greater. The Contractor shall promptly pay the Government the amount of any credit.

(c) The amount of the direct special construction charge shall not exceed—

(1) The actual costs to the Contractor; and

(2) An amount properly allocable to the services to be provided to the Government.

(d) The amount of the direct special construction charge shall not include costs incurred by the Contractor which are covered by—

(1) A cancellation or termination liability; or

(2) The Contractor's recurring or other nonrecurring charges.

(e) The Contractor represents that—

(1) Recurring charges for the services, facilities, and equipment do not include in the rate base any costs that have been reimbursed by the Government to the Contractor; and

(2) Depreciation charges are based only on the cost of facilities and equipment paid by the Contractor and not reimbursed by the Government.

(f) If it becomes necessary for the Contractor to incur costs to replace any facilities or equipment, the Government shall assume those costs or reimburse the Contractor for replacement costs at mutually acceptable rates under the following circumstances—

(1) The Government paid direct special construction charges; or

(2) The Government reimbursed the Contractor for those facilities or equipment as a part of the recurring charges; and

(3) The need for replacement was due to circumstances beyond the control and without the fault of the Contractor.

(g) Before incurring any costs under paragraph (f) of this clause, the Government shall have the right to terminate the service under the Cancellation or Termination of Orders clause of this contract.

(End of clause)

252.239–7012 Title to telecommunication facilities and equipment.

As prescribed in 239.7411(b), use the following clause:

TITLE TO TELECOMMUNICATION FACILITIES AND EQUIPMENT (DEC. 1991)

(a) Title to all Contractor furnished facilities and equipment used under this agreement/contract shall remain with the Contractor even if the Government paid the costs of constructing the facilities or equipment. A mutually accepted communications service authorization may provide for exceptions.

(b) The Contractor shall operate and maintain all telecommunication facilities and equipment used under this agreement/contract whether the Government or the Contractor has title.

(End of clause)

252.239–7013 Obligation of the Government.

As prescribed in 239.7411(c), use the following clause:

OBLIGATION OF THE GOVERNMENT (DEC. 1991)

(a) This basic agreement is not a contract. The Government incurs no monetary liability under this agreement.

(b) The Government incurs liability only upon issuance of a communications service authorization under the terms of this agreement.

(End of clause)

252.239–7014 Term of agreement.

As prescribed in 239.7411(c), use the following clause:

TERM OF AGREEMENT (DEC. 1991)

(a) This agreement shall continue in force from year to year, unless terminated by either party by 60 days written notice.

(b) Termination of this agreement does not cancel any communication service authorizations previously issued.

(End of clause)

252.239–7015 Continuation of communication service authorizations.

As prescribed in 239.7411(c), use the following clause:

CONTINUATON OF COMMUNICATION SERVICE AUTHORIZATIONS (DEC. 1991)

(a) All communication service authorizations (CSAs) issued by _____under Basic Agreement Number ___, dated ___ , are transferred to this basic agreement. The CSAs shall continue in full force and effect as though placed under this agreement.

(b) Communication service authorizations currently in effect which were issued by the activity in paragraph (a) of this clause under other agreements with the Contractor may also be transferred to this agreement.

(End of clause)

252.239–7016 Telecommunications security equipment, devices, techniques, and services.

As prescribed in 239.7411(d), use the following clause:

TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC. 1991)

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

(1) *Securing* means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) *Sensitive information* means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) *Telecommunications systems* means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit—

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: (Identify the location.)

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from (identify where list can be obtained). Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with (list and identify the location of any telecommunications security equipment, device, technique, or service currently being used by the technical or requirements organization or other offices with which the Contractor must communicate).

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)

252.241–7000 Superseding contract.

As prescribed in 241.007–70(a), use the following clause:

SUPERSEDING CONTRACT (DEC. 1991)

This contract supersedes contract No. _____, dated ___ which provided similar services. Any capital credits accrued to the Government, any remaining credits due to the Government under the connection charge, or any termination liability are transferred to this contract, as follows:

CAPITAL CREDITS

(List years and accrued credits by year and separate delivery points.)

OUTSTANDING CONNECTION CHARGE CREDITS

(List by month and year the amount credited and show the remaining amount of outstanding credits due the Government.)

TERMINATION LIABILITY CHARGES

(List by month and year the amount of monthly facility cost recovered and show the remaining amount of facility cost to be recovered.)

(End of clause)

252.241–7001 Government access.

As prescribed in 241.007–70(b), use the following clause:

GOVERNMENT ACCESS (DEC. 1991)

Authorized representatives of the Government may have access to the Contractor's on-base facilities upon reasonable notice or in case of emergency.

(End of clause)

252.242–7000 Postaward conference.

As prescribed in 242.570, use the following clause:

POSTAWARD CONFERENCE (DEC. 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.242–7001 [Reserved]

252.242–7002 Submission of commercial freight bills for audit.

As prescribed in 242.1404–2–70(a), use the following clause:

SUBMISSION OF COMMERCIAL FREIGHT BILLS FOR AUDIT (DEC. 1991)

When the Government reimburses the Contractor's transportation costs, the Contractor shall furnish individual freight bills (or equivalent shipment data and evidence of payments) for transportation charges in excess of $500 to the following address:

General Services Administration—BWQAA
GSA Building
18th and F Streets, NW.
Washington, DC 20405

(End of clause)

252.242–7003 Application for U.S. government shipping documentation/instructions.

As prescribed in 242.1404–2–70(b), use the following clause:

APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (DEC. 1991)

The Contractor shall request Government bills of lading by submitting a DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the—

(a) Transportation Officer, if named in the contract schedule; or

(b) Contract administration office.

(End of clause)

252.242–7004 Material management and accounting system.

As prescribed in 242.7206, use the following clause:

MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (SEP 1996)

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

(1) *Material management and accounting system* means the Contractor's system or systems for planning, controlling, and accounting for the acquisition, use, issuing, and disposition of material. Material management and accounting systems may be manual or automated. They may be stand-alone systems or they may be integrated with planning, engineering, estimating, purchasing, inventory, accounting, or other systems.

(2) *Valid time-phased requirements* means material which is—

(i) Needed to fulfill the production plan, including reasonable quantities for scrap, shrinkage, yield, etc.; and

(ii) Charged/billed to contracts or other cost objectives in a manner consistent with the need to fulfill the production plan.

(3) *Contractor* means a business unit as defined in section 31.001 of the Federal Acquisition Regulation (FAR).

(b) *General.* The Contractor agrees to—

(1) Maintain a material management and accounting system (MMAS) that—

(i) Reasonably forecasts material requirements;

(ii) Ensures that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements; and

(iii) Maintains a consistent, equitable, and unbiased logic for costing of material transactions.

(2) Assess its MMAS and take reasonable action to comply with the MMAS standards in paragraph (f) of this clause.

(c) *Applicability.* Paragraphs (d) and (e) of this clause apply only if the Contractor—

(1) Is a large business; and

(2) Received, in its fiscal year preceding award of this contract, Department of Defense prime contracts or subcontracts, and their modifications totaling—

(i) $70 million or more; or

(ii) $30 million or more (but less than $70 million), and is notified in writing by the Contracting Officer that paragraphs (d) and (e) apply.

(d) *Disclosure, demonstration, and maintenance requirements.* (1) The Contractor shall—

(i) Disclose its MMAS to the Administrative Contracting Officer in writing; and

(ii) If requested by the Administrative Contracting Officer, demonstrate that the MMAS conforms to the standards in paragraph (f) of this clause.

(2) An MMAS disclosure is adequate when the Contractor has provided the Administrative Contracting Officer with documentation which—

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in its MMAS; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the adequacy of the MMAS.

(3) An MMAS demonstration is adequate when the Contractor has provided the Administrative Contracting Officer—

(i) Sufficient evidence to demonstrate the degree of compliance of its MMAS with the standards at paragraph (f) of this clause; and

(ii) Identification of any significant deficiencies, the estimated cost impact of the deficiency, and a comprehensive corrective action plan.

(4) The Contractor shall disclose significant changes in its MMAS to the Administrative Contracting Officer within 30 days of implementation.

(5) If the contractor desires the Government to protect such information as privileged or confidential, the Contractor shall—

(i) Notify the Government representative to whom the information is submitted, i.e., the ACO, or the auditor; and

(ii) Ensure an appropriate legend is on the face of the document(s) at the time of submission.

(e) *Deficiencies.* (1) If the Contractor receives a report which identifies deficiencies in its MMAS, the Contractor agrees to respond as follows—

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall—

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan.

(ii) If the Contractor disagrees with the report findings and recommendations, the Contractor shall, within 30 days, state its rationale for each area of disagreement.

(2) The Administrative Contracting Officer shall evaluate the Contractor's response and notify the Contractor of the—

(i) Determination concerning remaining deficiencies;

(ii) Adequacy of any proposed or completed corrective action plan; and

(iii) Need for any new or revised corrective action plan.

(f) *MMAS standards.* MMAS systems shall have adequate internal accounting and administrative controls to ensure system and data integrity, and comply with the following:

(1) Have an adequate system description including policies, procedures, and operating instructions which comply with the Federal Acquisition Regulation and Defense FAR Supplement;

(2) Ensure that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements as impacted by minimum/economic order quantity restrictions—

(i) A 98 percent bill of material accuracy and a 95 percent master production schedule accuracy are desirable as a goal in order to ensure that requirements are both valid and appropriately time-phased.

(ii) If systems have accuracy levels below these, the Contractor shall demonstrate that—

(A) There is no material harm to the Government due to lower accuracy levels; and

(B) The cost to meet the accuracy goals is excessive in relation to the impact on the Government;

(3) Provide a mechanism to identify, report, and resolve system control weaknesses and manual override. Systems should identify operational exceptions such as excess/residual inventory as soon as known;

(4) Provide audit trails and maintain records (manual and those in machine readable form) necessary to evaluate system logic and to verify through transaction testing that the system is operating as desired;

(5) Establish and maintain adequate levels of record accuracy, and include reconciliation of recorded inventory quantities to physical inventory by part number on a periodic basis. A 95 percent accuracy level is desirable. If systems have an accuracy level below 95 percent, the Contractor shall demonstrate that—

(i) There is no material harm to the Government due to lower accuracy levels; and

(ii) The cost to meet the accuracy goal is excessive in relation to the impact on the Government;

(6) Provide detailed descriptions of circumstances which will result in manual or system generated transfers of parts;

(7) Maintain a consistent, equitable, and unbiased logic for costing of material transactions—

(i) The Contractor shall maintain and disclose written policies describing the transfer methodology and the loan/pay-back technique.

(ii) The costing methodology may be standard or actual cost, or any of the inventory costing methods in 48 CFR 9904.411–50(b). Consistency shall be maintained across all contract and customer types, and from accounting period to accounting period for initial charging and transfer charging.

(iii) The system should transfer parts and associated costs within the same billing period. In the few instances where this may not be appropriate, the Contractor may accomplish the material transaction using a loan/pay-back technique. The ''loan/pay-back technique'' means that the physical part is

moved temporarily from the contract, but the cost of the part remains on the contract. The procedures for the loan/pay-back technique must be approved by the Administrative Contracting Officer. When the technique is used, the Contractor shall have controls to ensure—

(A) Parts are paid back expeditiously;

(B) Procedures and controls are in place to correct any overbilling that might occur;

(C) Monthly, at a minimum, identification of the borrowing contract and the date the part was borrowed; and

(D) The cost of the replacement part is charged to the borrowing contract;

(8) Where allocations from common inventory accounts are used, have controls (in addition to those in paragraphs (b)(2) and (7) of this clause) to ensure that—

(i) Reallocations and any credit due are processed no less frequently than the routine billing cycle;

(ii) Inventories retained for requirements which are not under contract are not allocated to contracts; and

(iii) Algorithms are maintained based on valid and current data;

(9) Notwithstanding FAR 45.505–3(f)(1)(ii), have adequate controls to ensure that physically commingled inventories that may include material for which costs are charged or allocated to fixed-price, cost-reimbursement, and commercial contracts do not compromise requirements of any of the standards in paragraphs (f)(1) through (8) of this clause. Government furnished material shall not be—

(i) Physically commingled with other material; or

(ii) Used on commercial work; and

(10) Be subjected to periodic internal audits to ensure compliance with established policies and procedures.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 61 FR 50456, Sept. 26, 1996]

252.242–7005 Cost/schedule status report.

As prescribed in 242.1107–70, use the following clause:

COST/SCHEDULE STATUS REPORT (DEC. 1991)

(a) The Offeror shall submit a written summary of the management procedures it will establish, maintain, and use in the performance of any resultant contract that provides for—

(1) Planning and control of costs;

(2) Measurement of performance (value for completed tasks); and

(3) Generation of timely and reliable information for the cost/schedule status report (C/SSR).

(b) As a minimum, the Contractor's management procedures must provide for—

(1) Establishing the time-phased budgeted cost of work scheduled (including work authorization, budgeting, and scheduling), the budgeted cost for work performed, the actual cost of work performed, the budget at completion, the estimate at completion, and provisions for subcontractor performance measurement and reporting;

(2) Applying all direct and indirect costs and provisions for use and control of management reserve and undistributed budget;

(3) Incorporating changes to the contract budget base for both Government directed changes and internal replanning;

(4) Establishing constraints to preclude subjective adjustment of data to ensure performance measurement remains realistic. Unless the Contracting Officer provides prior written approval, in no case shall the total allocated budget exceed the contract budget base. For cost reimbursement contracts, the contract budget base shall exclude changes for cost growth increases, other than for authorized changes to the contract scope; and

(5) Establishing the capability to accurately identify and explain significant cost and schedule variances, both on a cumulative basis and projected at completion basis.

(c) The Offeror/Contractor may use a cost/schedule control system that has been accepted by a DoD component as complying with DoD cost/schedule control systems criteria (C/SCSC) of a contract of the same nature (e.g., development, production, etc.). The Offeror shall submit a copy of the Memorandum of Understanding instead of the written summary required in paragraph (a) of this clause.

(d) The Contracting Officer or designated representative shall visit the Contractor's facility to review implementation of the Contractor's procedures used to satisfy the C/SSR requirements and to verify that the procedures employed provide timely and reliable data. The Contractor shall provide necessary documents and data which describe the methods of planning, control and data generation in actual operation and satisfy the requirements of paragraph (a) of this clause.

(e) The Contractor shall provide access to all pertinent records, company procedures, and data requested by the Contracting Officer, or authorized representative, to—

(1) Show proper implementation of the procedures generating the cost schedule information being used to satisfy the C/SSR contractual data requirements to the Government; and

(2) Ensure continuing application of the accepted company procedures in satisfying the C/SSR data item.

(f) The Contractor shall submit any substantive changes to the procedures and their impact to the Contracting Officer for review.

(g) The Contractor shall require a subcontractor to furnish C/SSR in each case where the subcontract is other than firm fixed-price, is 12 months or more in duration, and has critical or significant tasks related to the prime contract. Critical or significant tasks shall be defined by mutual agreement between the Government and Contractor. Each subcontractor's reported cost and schedule information shall be incorporated into the Contractor's C/SSR.

(End of clause)

§ 252.243–7000 Engineering change proposals.

As prescribed in 243.205–70, use the following clause:

ENGINEERING CHANGE PROPOSALS (MAY 1994)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL–STD–973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a ''not to exceed'' price* or a ''not less than'' price* and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the ''not to exceed'' or ''not less than'' amounts**.

(c) When the price** of the engineering change is $500,000 or more, the Contractor shall submit

(1) A completed SF 1411, Contract Pricing Proposal Cover Sheet, and

(2) At the time of agreement on price*, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

ALTERNATE I (MAY 1994)

As prescribed in 243.205–70, add the following paragraph (d) to the basic clause:

(d) If the price* of a Contractor initiated engineering change is _____*** or less, the change, if ordered, shall be made at no adjustment in the contract price*.

[59 FR 27677, May 27, 1994]

252.243–7001 Pricing of contract modifications.

As prescribed in 243.205–71, use the following clause:

PRICING OF CONTRACT MODIFICATIONS (DEC. 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of clause)

252.245–7000 Government-furnished mapping, charting, and geodesy property.

As prescribed in 245.310–70, use the following clause:

GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY (DEC. 1991)

(a) *Definition—Mapping, charting, and geodesy (MC&G) property* means geodetic, geomagnetic, gravimetric, aeronautical, topographic, hydrographic, cultural, and toponymic data presented in the form of topographic, planimetric, relief, or thematic maps and graphics; nautical and aeronautical charts and publications; and in simulated, photographic, digital, or computerized formats.

(b) The Contractor shall not duplicate, copy, or otherwise reproduce MC&G property for purposes other than those necessary for performance of the contract.

(c) At the completion of performance of the contract, the Contractor, as directed by the Contracting Officer, shall either destroy or return to the Government all Government-furnished MC&G property not consumed in the performance of this contract.

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*Use a term suitable for the type of contract.

**In cost reimbursement type contracts, replace this sentence with the following: ''Change orders issued under the Changes clause of this contract are not an authorization to exceed the estimated cost in the schedule unless there is a statement in the change order, or other contract modification, increasing the estimated cost.''

***Insert a percentage of the contract price or a dollar amount.

(End of clause)

§ 252.245–7001 Reports of Government property.

As prescribed in 245.505–14(a), use the following clause:

REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report—

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

[59 FR 27677, May 27, 1994]

252.246–7000 Material inspection and receiving report.

As prescribed in 246.370, use the following clause:

MATERIAL INSPECTION AND RECEIVING REPORT (DEC. 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

252.246–7001 Warranty of data.

As prescribed in 246.710 (1), use the following clause:

WARRANTY OF DATA (DEC. 1991)

(a) *Definition—Technical data* has the same meaning as given in the clause in this contract entitled, Rights in Technical Data and Computer Software.

(b) *Warranty.* Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) *Contractor notification.* The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) *Remedies.* The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:

(1) Within a reasonable time after such notification, the Contracting Officer may—

(i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may, within a reasonable time of the refusal or failure—

(i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

(End of clause)

ALTERNATE I (DEC. 1991)

As prescribed in 246.710(2), substitute the following for paragraph (d)(3) of the basic clause:

(3) In addition to the remedies under paragraphs (d)(1) and (2) of this clause, the Contractor shall be liable to the Government for all damages to the Government as a result of the breach of warranty.

(i) The additional liability under paragraph (d)(3) of this clause shall not exceed 75 percent of the target profit.

(ii) If the breach of the warranty is with respect to the data supplied by an equipment subcontractor, the limit of the Contractor's liability shall be—

(A) Ten percent of the total subcontract price in a firm fixed price subcontract;

(B) Seventy-five percent of the total subcontract fee in a cost-plus-fixed-fee or cost-plus-award-fee subcontract; or

(C) Seventy-five percent of the total subcontract target profit or fee in a fixed-price or cost-plus-incentive-type contract.

(iii) Damages due the Government under the provisions of this warranty are not an allowable cost.

(iv) The additional liability in paragraph (d)(3) of this clause shall not apply—

(A) With respect to the requirements for product drawings and associated lists, special inspection equipment (SIE) drawings and associated lists, special tooling drawings and associated lists, SIE operating instructions, SIE descriptive documentation, and SIE calibration procedures under MIL–T–31000, General Specification for Technical Data Packages, Amendment 1, or MIL–T–47500, General Specification for Technical Data Packages, Supp 1, or drawings and associated lists under level 2 or level 3 of MIL–D–1000A, Engineering and Associated Data Drawings, or DoD–D–1000B, Engineering and Associated Lists Drawings (Inactive for New Design) Amendment 4, Notice 1; or drawings and associated lists under category E or I of MIL–D–1000, Engineering and Associated Lists Drawings, provided that the data furnished by the Contractor was current, accurate at time of submission, and did not involve a significant omission of data necessary to comply with the requirements; or

(B) To defects the Contractor discovers and gives written notice to the Government before the Government discovers the error.

ALTERNATE II (DEC. 1991)

As prescribed at 246.710(3), substitute the following paragraph for paragraph (d)(3) of the basic clause:

(3) In addition to the remedies under paragraphs (d)(1) and (2) of this clause, the Contractor shall be liable to the Government for all damages to the Government as a result of the breach of the warranty.

(i) The additional liability under paragraph (d)(3) of this clause shall not exceed ten percent of the total contract price.

(ii) If the breach of the warranty is with respect to the data supplied by an equipment subcontractor, the limit of the Contractor's liability shall be—

(A) Ten percent of the total subcontract price in a firm fixed-price subcontract;

(B) Seventy-five percent of the total subcontract fee in a cost-plus-fixed-fee or cost-plus-award-fee subcontract; or

(C) Seventy-five percent of the total subcontract target profit or fee in a fixed-price or cost-plus-incentive-type contract.

(iii) The additional liability specified in paragraph (d)(3) of this clause shall not apply—

(A) With respect to the requirements for product drawings and associated lists, special inspection equipment (SIE) drawings and associated lists, special tooling drawings and associated lists, SIE operating instructions, SIE descriptive documentation, and SIE calibration procedures under MIL–T–31000, General Specification for Technical Data Packages, Amendment 1, or MIL–T–47500, General Specification for Technical Data Packages, Supp 1, or drawings and associated lists under level 2 or level 3 of MIL–D–1000A, Engineering and Associated Data Drawings, or DoD–D–1000B, Engineering and Associated Lists Drawings (Inactive for New Design) Amendment 4, Notice 1; or drawings and associated lists under category E or I of MIL–D–1000, Engineering and Associated Lists Drawings, provided that the data furnished by the Contractor was current, accurate at time of submission, and did not involve a significant omission of data necessary to comply with the requirements; or

(B) To defects the Contractor discovers and gives written notice to the Government before the Government discovers the error.

252.247–7000 Hardship conditions.

As prescribed in 247.270–7(a), use the following clause:

HARDSHIP CONDITIONS (DEC. 1991)

(a) The Contractor shall promptly notify the Contracting Officer of unusual conditions associated with loading or unloading a particular cargo, which will work a hardship on the Contractor if loaded or unloaded at the basic commodity rates.

(b) Unusual conditions include, but are not limited to, inaccessibility of place of stowage to the ship's cargo gear, side port operations, and small quantities of cargo in any one hatch.

(c) The Contracting Officer shall investigate the conditions promptly after receiving the notice. If the Contracting Officer finds that the conditions are unusual and do materially affect the cost of loading or unloading, the Contracting Officer will authorize payment at the extra-labor rates set forth in the schedule of rates of this contract.

(End of clause)

252.247–7001 Price adjustment.

As prescribed in 247.270–7(b), use the following clause:

PRICE ADJUSTMENT (DEC. 1991)

(a) The Contractor warrants that the prices set forth in this contract—

(1) Are based upon the wage rates, allowances, and conditions set forth in the collective bargaining agreements between the Contractor and its employees, in effect as of (*insert date*), and which are generally applicable to the ports where work under this contract is performed;

(2) Apply to operations by the Contractor on non-Government work as well as under this contract; and

(3) Do not include any allowance for cost increases that may—

(i) Become effective under the terms of the collective bargaining agreements after the date in paragraph (a)(1) of this clause; or

(ii) Result from modification of the collective bargaining agreements after the date in paragraph (a)(1).

(b) The Contractor shall notify the Contracting Officer within 60 days of receipt of notice of any changes (increase or decrease) in the wage rates, allowances, fringe benefits, and conditions that apply to its direct labor employees, if the changes—

(1) Are pursuant to the provisions of the collective bargaining agreements; or

(2) Are a result of effective modifications to the agreements; and

(3) Would change the Contractor's costs to perform this contract.

(c) The Contractor shall include in its notification—

(1) A proposal for an adjustment in the contract commodity, activity, or work-hour prices; and

(2) Data, in such form as the Contracting Officer may require, explaining the—

(i) Causes;

(ii) Effective date; and

(iii) Amount of the increase or decrease in the Contractor's proposal for the adjustment.

(d) Promptly upon receipt of any notice and data described in paragraph (c), the Contractor and the Contracting Officer shall negotiate an adjustment in the existing contract commodity, activity, or man-hour prices. However, no upward adjustment of the existing commodity, activity, or work-hour prices will be allowed in excess of _____ percent per year, except as provided in the Changes clause of this contract.

(1) Changes in the contract prices shall reflect, in addition to the direct and variable indirect labor costs, the associated changes in the costs for social security, unemployment compensation, taxes, and workman's compensation insurance.

(2) There will be no adjustment to increase the dollar amount allowances of the Contractor's profit.

(3) The agreed upon adjustment, its effective date, and the revised commodity, activity, or work-hour prices for services set forth in the schedule of rates, shall be incorporated in the contract by supplemental agreement.

(e) There will be no adjustment for any changes in the quantities of labor that the Contractor contemplated for each specific commodity, except as may result from modifications of the collective bargaining agreements. For the purpose of administering this clause, the Contractor shall submit to the Contracting Officer, within five days after award, the accounting data and computations the Contractor used to determine its estimated efficiency rate in the performance of this contract, to include the Contractor's computation of the costs apportioned for each rate set forth in the schedule of rates.

(f) Failure of the parties to agree to an adjustment under this clause will be deemed to be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. The Contractor shall continue performance pending agreement on, or determination of, any such adjustment and its effective date.

(g) The Contractor shall include with the final invoice submitted under this contract a certification that the Contractor has not experienced a decrease in rates of pay for labor, or that the Contractor has given notice of all such decreases in compliance with paragraph (b) of this clause.

(End of clause)

252.247–7002 Revision of prices.

As prescribed in 247.270–7(c), use the following clause:

REVISION OF PRICES (DEC. 1991)

(a) *Definition. Wage adjustment,* as used in this clause, means a change in the wages, salaries, or other terms or conditions of employment which—

(1) Substantially affects the cost of performing this contract;

(2) Is generally applicable to the port where work under this contract is performed; and

(3) Applies to operations by the Contractor on non-Government work as well as to work under this contract.

(b) *General.* The prices fixed in this contract are based on wages and working conditions established by collective bargaining agreements, and on other conditions in effect on the date of this contract. The Contracting

Officer and the Contractor may agree to increase or decrease such prices in accordance with this clause.

(c) *Demand for negotiation.* (1) At any time, subject to the limitations specified in this clause, either the Contracting Officer or the Contractor may deliver to the other a written demand that the parties negotiate to revise the prices under this contract.

(2) No such demand shall be made before 90 days after the date of this contract, and thereafter neither party shall make a demand having an effective date within 90 days of the effective date of any prior demand. However, this limitation does not apply to a wage adjustment during the 90 day period.

(3) Each demand shall specify a date (the same as or subsequent to the date of the delivery of the demand) as to when the revised prices shall be effective. This date is the effective date of the price revision.

(i) If the Contractor makes a demand under this clause, the demand shall briefly state the basis of the demand and include the statements and data referred to in paragraph (d) of this clause.

(ii) If the demand is made by the Contracting Officer, the Contractor shall furnish the statements and data within 30 days of the delivery of the demand.

(d) *Submission of data.* At the times specified in paragraphs (c)(3)(i) and (ii) of this clause, the Contractor shall submit—

(1) A new estimate and breakdown of the unit cost and the proposed prices for the services the Contractor will perform under this contract after the effective date of the price revision, itemized to be consistent with the original negotiations of the contract;

(2) An explanation of the difference between the original (or last preceding) estimate and the new estimate;

(3) Such relevant operating data, cost records, overhead absorption reports, and accounting statements as may be of assistance in determining the accuracy and reliability of the new estimate;

(4) A statement of the actual costs of performance under this contract to the extent that they are available at the time of the negotiation of the revision of prices under this clause; and

(5) Any other relevant data usually furnished in the case of negotiations of prices under a new contract. The Government may examine and audit the Contractor's accounts, records, and books as the Contracting Officer considers necessary.

(e) *Negotiations.* (1) Upon the filing of the statements and data required by paragraph (d) of this clause, the Contractor and the Contracting Officer shall negotiate promptly in good faith to agree upon prices for services the Contractor will perform on and after the effective date of the price revision.

(2) If the prices in this contract were established by competitive negotiation, they shall not be revised upward unless justified by changes in conditions occurring after the contract was awarded.

(3) The agreement reached after each negotiation will be incorporated into the contract by supplemental agreement.

(f) *Disagreements.* If, within 30 days after the date on which statements and data are required pursuant to paragraph (c) of this clause, the Contracting Officer and the Contractor fail to agree to revised prices, the failure to agree shall be resolved in accordance with the Disputes clause of this contract. The prices fixed by the Contracting Officer will remain in effect for the balance of the contract, and the Contractor shall continue performance.

(g) *Retroactive changes in wages or working conditions.* (1) In the event of a retroactive wage adjustment, the Contractor or the Contracting Officer may request an equitable adjustment in the prices in this contract.

(2) The Contractor shall request a price adjustment within 30 days of any retroactive wage adjustment. The Contractor shall support its request with—

(i) An estimate of the changes in cost resulting from the retroactive wage adjustment;

(ii) Complete information upon which the estimate is based; and

(iii) A certified copy of the collective bargaining agreement, arbitration award, or other document evidencing the retroactive wage adjustment.

(3) Subject to the limitation in paragraph (g)(2) of this clause as to the time of making a request, completion or termination of this contract shall not affect the Contractor's right under paragraph (g) of this clause.

(4) In case of disagreement concerning any question of fact, including whether any adjustment should be made, or the amount of such adjustment, the disagreement will be resolved in accordance with the Disputes clause of this contract.

(5) The Contractor shall notify the Contracting Officer in writing of any request by or on behalf of the employees of the Contractor which may result in a retroactive wage adjustment. The notice shall be given within 20 days after the request, or if the request occurs before contract execution, at the time of execution.

(End of clause)

252.247–7003 Termination.

As prescribed in 247.270–7(d), use the following clause:

TERMINATION (DEC. 1991)

(a) Either the Contracting Officer or the Contractor may terminate this contract at any time upon 60 days (or such other number

of days provided in the Schedule) written notice to the other. Termination under this clause does not affect any obligation or liability that may have accrued before the termination.

(b) Upon termination of this contract under either paragraph (a) or the Default clause of this contract, the Government shall pay the Contractor any amount due for services performed under this contract to the date of termination.

(c) In the event of partial termination, payment for services furnished under the portion of the contract not terminated shall be in accordance with the terms of this contract.

(d) Any payments under this clause shall be without prejudice to any Government claim against the Contractor. The Government has the right to offset any such claims against any such payment.

(End of clause)

252.247–7004 Indefinite quantities—fixed charges.

As prescribed in 247.270–7(e), use the following clause:

INDEFINITE QUANTITIES—FIXED CHARGES (DEC. 1991)

The amount of work and services the Contractor may be ordered to furnish shall be the amount the Contracting Officer may order from time to time. In any event, the Government is obligated to compensate the Contractor the monthly lump sum specified in the Schedule entitled Fixed Charges, for each month or portion of a month the contract remains in effect.

(End of clause)

252.247–7005 Indefinite quantities—no fixed charges.

As prescribed in 247.270–7(f), use the following clause:

INDEFINITE QUANTITIES—NO FIXED CHARGES (DEC. 1991)

The amount of work and services the Contractor may be ordered to furnish shall be the amount the Contracting Officer may order from time to time. In any event, the Government shall order, during the term of this contract, work or services having an aggregate value of not less than $100.

(End of clause)

252.247–7006 Removal of contractor's employees.

As prescribed in 247.270–7(g), use the following clause:

REMOVAL OF CONTRACTOR'S EMPLOYEES (DEC. 1991)

The Contractor agrees to use only experienced, responsible, and capable people to perform the work. The Contracting Officer may require that the Contractor remove from the job, employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of military security.

(End of clause)

252.247–7007 Liability and insurance.

As prescribed in 247.270–7(h), use the following clause:

LIABILITY AND INSURANCE (DEC. 1991)

(a) The Contractor shall be—

(1) Liable to the Government for loss or damage to property, real and personal, owned by the Government or for which the Government is liable;

(2) Responsible for, and hold the Government harmless from, loss of or damage to property not included in paragraph (a)(1); and

(3) Responsible for, and hold the Government harmless from, bodily injury and death of persons, resulting either in whole or in part from the negligence or fault of the Contractor, its officers, agents, or employees in the performance of work under this contract.

(b) For the purpose of this clause, all cargo loaded or unloaded under this contract is agreed to be property owned by the Government or property for which the Government is liable.

(1) The amount of the loss or damage as determined by the Contracting Officer will be withheld from payments otherwise due the Contractor.

(2) Determination of liability and responsibility by the Contracting Officer will constitute questions of fact within the meaning of the Disputes clause of this contract.

(c) The general liability and responsibility of the Contractor under this clause are subject only to the following specific limitations. The Contractor is not responsible to the Government for, and does not agree to hold the Government harmless from, loss or damage to property or bodily injury to or death of persons if—

(1) The unseaworthiness of the vessel, or failure or defect of the gear or equipment furnished by the Government, contributed jointly with the fault or negligence of the Contractor in causing such damage, injury, or death; and

(i) The Contractor, his officers, agents, and employees, by the exercise of due diligence, could not have discovered such unseaworthiness or defect of gear or equipment; or

(ii) Through the exercise of due diligence could not otherwise have avoided such damage, injury, or death.

(2) The damage, injury, or death resulted solely from an act or omission of the Government or its employees, or resulted solely from proper compliance by officers, agents, or employees of the Contractor with specific directions of the Contracting Officer.

(d) The Contractor shall at its own expense acquire and maintain insurance during the term of this contract, as follows—

(1) Standard workmen's compensation and employer's liability insurance and longshoremen's and harbor workers' compensation insurance, or such of these as may be proper under applicable state or Federal statutes.

(i) The Contractor may, with the prior approval of the Contracting Officer, be a self-insurer against the risk of this paragraph (d)(1).

(ii) This approval will be given upon receipt of satisfactory evidence that the Contractor has qualified as a self-insurer under applicable provision of law.

(2) Bodily injury liability insurance in an amount of not less than $300,000 on account of any one occurrence.

(3) Property damage liability insurance (which shall include any and all property, whether or not in the care, custody, or control of the Contractor) in an amount of not less than $300,000 for any one occurrence.

(e) Each policy shall provide, by appropriate endorsement or otherwise, that cancellation or material change in the policy shall not be effective until after a 30 day written notice is furnished the Contracting Officer.

(f) The Contractor shall furnish the Contracting Officer with satisfactory evidence of the insurance required in paragraph (d) before performance of any work under this contract.

(g) The Contractor shall, at its own cost and expense, defend any suits, demands, claims, or actions, in which the United States might be named as a co-defendant of the Contractor, resulting from the Contractor's performance of work under this contract. This requirement is without regard to whether such suit, demand, claim, or action was the result of the Contractor's negligence. The Government shall have the right to appear in such suit, participate in defense, and take such actions as may be necessary to protect the interest of the United States.

(h) It is expressly agreed that the provisions in paragraphs (d) through (g) of this clause shall not in any manner limit the liability or extend the liability of the Contractor as provided in paragraphs (a) through (c) of this clause.

(i) The Contractor shall—

(1) Equitably reimburse the Government if the Contractor is indemnified, reimbursed, or relieved of any loss or damage to Government property;

(2) Do nothing to prevent the Government's right to recover against third parties for any such loss or damage; and

(3) Furnish the Government, upon the request of the Contracting Officer, at the Government's expense, all reasonable assistance and cooperation in obtaining recovery, including the prosecution of suit and the execution of instruments of assignment in favor of the Government.

(End of clause)

252.247–7008 Evaluation of bids.

As prescribed in 247.271–4(a), use the following provision:

EVALUATION OF BIDS (DEC. 1991)

(a) The Government will evaluate bids on the basis of total aggregate price of all items within an area of performance under a given schedule.

(1) An offeror must bid on all items within a specified area of performance for a given schedule. Failure to do so shall be cause for rejection of the bid for that area of performance of that Schedule. If there is to be no charge for an item, an entry such as ''No Charge,'' or the letters ''N/C'' or ''0,'' must be made in the unit price column of the Schedule.

(2) Any bid which stipulates minimum charges or graduated prices for any or all items shall be rejected for that area of performance within the Schedule.

(b) In addition to other factors, the Contracting Officer will evaluate bids on the basis of advantages or disadvantages to the Government that might result from making more than one award (multiple awards).

(1) In making this evaluation, the Contracting Officer will assume that the administrative cost to the Government for issuing and administering each contract awarded under this solicitation would be $500.

(2) Individual awards will be for the items and combinations of items which result in the lowest aggregate cost to the Government, including the administrative costs in paragraph (b)(1).

(c) When drayage is necessary for the accomplishment of any item in the bid schedule, the Offeror shall include in the unit price any costs for bridge or ferry tolls, road use charges or similar expenses.

(d) Unless otherwise provided in this solicitation, the Offeror shall state prices in amounts per hundred pounds on gross or net weights, whichever is applicable. All charges shall be subject to, and payable on, the basis of 100 pounds minimum weight for unaccompanied baggage and a 500 pound minimum

weight for household goods, net or gross weight, whichever is applicable.

(End of provision)

ALTERNATE I (DEC. 1991)

As prescribed in 247.271–4(a), add the following paragraph (e) to the basic clause:

(e) Notwithstanding paragraph (a), when ''additional services'' are added to any schedule, such ''additional services'' items will not be considered in the evaluation of bids.

252.247–7009 Award.

As prescribed in 247.271–4(b), use the following provision:

AWARD (DEC. 1991)

(a) The Government shall make award by area to the qualified low bidder under each of the specified schedules to the extent of the bidder's stated guaranteed daily capability as provided in this solicitation and the Estimated Quantities Schedule.

(b) The Government reserves the right to make an award of two or more areas to a single bidder if such award will result in an overall lower estimated cost to the Government.

(c) The Government also reserves the right to award additional contracts, as a result of this solicitation, to the extent necessary to meet its estimated maximum daily requirements.

(End of provision)

252.247–7010 Scope of contract.

As prescribed in 247.271–4(d), use the following clause:

SCOPE OF CONTRACT (DEC. 1991)

(a) The Contractor shall furnish services and materials for the preparation of personal property (including servicing of appliances) for movement or storage, drayage and related services. Unless otherwise indicated in the Schedule, the Contractor shall—

(1) Furnish all materials except Government-owned containers (Federal Specification PPP–B–580), all equipment, plant and labor; and

(2) Perform all work in accomplishing containerization of personal property for overseas or domestic movement or storage, including—

(i) Stenciling;

(ii) Cooperage;

(iii) Drayage of personal property in connection with other services;

(iv) Decontainerization of inbound shipments of personal property; and

(v) The handling of shipments into and out of the Contractor's facility.

(b) Excluded from the scope of this contract is the furnishing of like services or materials which are provided incident to complete movement of personal property when purchased by the Through Government Bill of Lading or other method/mode of shipment or property to be moved under the Do-It-Yourself moving program or otherwise moved by the owner.

(End of clause)

252.247–7011 Period of contract.

As prescribed in 247.271–4(e), use the following clause:

PERIOD OF CONTRACT (DEC. 1991)

(a) This contract begins January 1, 19____, and ends December 31, 19____, both dates inclusive. Any work ordered before, and not completed by the expiration date shall be governed by the terms of this contract.

(b) The Government will not place new orders under this contract that require that performance commence more than 15 days after the expiration date.

(c) The Government may place orders required for the completion of services (for shipments in the Contractor's possession) for 180 days past the expiration date.

(End of clause)

252.247–7012 Ordering limitation.

As prescribed in 247.271–4(g), use the following clause:

ORDERING LIMITATION (DEC. 1991)

(a) The Government will place orders for items of supplies or services with the contractor awarded the initial contract to the extent of the contractor's guaranteed maximum daily capability. However, the contractor may accept an additional quantity in excess of its capability to accommodate a single order.

(b) Orders for additional requirements will be placed in a like manner with the next higher contractor to the extent of its guaranteed maximum daily capability. The Government will repeat this procedure until its total daily requirement is fulfilled.

(c) In the event the procedure in paragraphs (a) and (b) does not fulfill the Government's total daily requirement, the Government may offer additional orders under the contract to contractors without regard to their guaranteed maximum daily capability.

(End of clause)

252.247–7013 Contract areas of performance.

As prescribed in 247.271–4(h), use the following clause and complete paragraph (b) by defining each area of performance as required (see 247.271–2(b)):

CONTRACT AREAS OF PERFORMANCE (DEC. 1991)

(a) The Government will consider all areas of performance described in paragraph (b) as including the Contractor's facility, regardless of geographical location.

(b) The Contractor shall perform services within the following defined areas of performance, which include terminals identified therein: _____.

(End of clause)

252.247–7014 Demurrage.

As prescribed in 247.271–4(i), use the following clause:

DEMURRAGE (DEC. 1991)

The Contractor shall be liable for all demurrage, detention, or other charges as a result of its failure to load or unload trucks, freight cars, freight terminals, vessel piers, or warehouses within the free time allowed under applicable rules and tariffs.

(End of clause)

252.247–7015 Requirements.

As prescribed in 216.505(d), substitute the following paragraph (f) for paragraph (f) of the basic clause at FAR 52.216–21.

ALTERNATE I (DEC. 1991)

(f) Orders issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The rights and obligations of the Contractor and the Government for those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period.

252.247–7016 Contractor liability for loss or damage.

As prescribed in 247.271–4(k), use the following clause:

CONTRACTOR LIABILITY FOR LOSS OR DAMAGE (DEC. 1991)

(a) Definitions.

As used in this clause—

Article means any shipping piece or package and its contents.

Schedule means the level of service for which specific types of traffic apply as described in DoD 4500.34–R, Personal Property Traffic Management Regulation.

(b) For shipments picked up under Schedule I, Outbound Services, or delivered under Schedule II, Inbound Services—

(1) If notified within one year after delivery that the owner has discovered loss or damage to the owner's property, the Contractor agrees to indemnify the Government for loss or damage to the property which arises from any cause while it is in the Contractor's possession. The Contractor's liability is—

(i) *Non-negligent damage.* For any cause, other than the Contractor's negligence, indemnification shall be at a rate not to exceed sixty cents per pound per article.

(ii) *Negligent damage.* When loss or damage is caused by the negligence of the Contractor, the liability is for the full cost of satisfactory repair or for the current replacement value of the article.

(2) The Contractor shall make prompt payment to the owner of the property for any loss or damage for which the Contractor is liable.

(3) In the absence of evidence or supporting documentation which places liability on a carrier or another contractor, the destination contractor shall be presumed to be liable for the loss or damage, if timely notified.

(c) For shipments picked up or delivered under Schedule III, Intra-City and Intra-Area—

(1) If notified of loss or damage within 75 days following delivery, the Contractor agrees to indemnify the Government for loss or damage to the owner's property.

(2) The Contractor's liability shall be for the full cost of satisfactory repair, or for the current replacement value of the article less depreciation, up to a maximum liability of $1.25 per pound times the net weight of the shipment.

(3) The Contractor has full salvage rights to damaged items which are not repairable and for which the Government has received compensation at replacement value.

(End of clause)

252.247–7017 Erroneous shipments.

As prescribed in 247.271–4(l), use the following clause:

ERRONEOUS SHIPMENTS (DEC. 1991)

(a) The Contractor shall—

(1) Forward to the rightful owner, articles of personal property inadvertently packed with goods of other than the rightful owner.

(2) Ensure that all shipments are stenciled correctly. When a shipment is sent to an incorrect address due to incorrect stenciling by the Contractor, the Contractor shall forward it to its rightful owner.

(3) Deliver to the designated air or surface terminal all pieces of a shipment, in one lot, at the same time. The Contractor shall forward to the owner any pieces of one lot not included in delivery, and remaining at its facility after departure of the original shipment.

(b) Forwarding under paragraph (a) shall be—

(1) With the least possible delay;

(2) By a mode of transportation selected by the Contracting Officer; and

(3) At the Contractor's expense.

(End of clause)

252.247–7018 Subcontracting.

As prescribed in 247.271–4(m), use the following clause:

SUBCONTRACTING (DEC. 1991)

The Contractor shall not subcontract without the prior written approval of the Contracting Officer. The facilities of any approved subcontractor shall meet the minimum standards required by this contract.

(End of clause)

252.247–7019 Drayage.

As prescribed in 247.271–4(n), use the following clause:

DRAYAGE (DEC. 1991)

(a) Drayage included for Schedule I, Outbound, applies in those instances when a shipment requires drayage to an air, water, or other terminal for onward movement after completion of shipment preparation by the Contractor. Drayage not included is when it is being moved from a residence or other pickup point to the Contractor's warehouse for onward movement by another freight company, carrier, etc.

(b) Drayage included for Schedule II, Inbound, applies in those instances when shipment is delivered, as ordered, from a destination Contractor's facility or other destination point to the final delivery point. Drayage not included is when shipment or partial removal of items from shipment is performed and prepared for member's pickup at destination delivery point.

(c) The Contractor will reposition empty Government containers—

(1) Within the area of performance;

(2) As directed by the Contracting Officer; and

(3) At no additional cost to the Government.

(End of clause)

252.247–7020 Additional services.

As prescribed in 247.271–4(o), use the following clause:

ADDITIONAL SERVICES (DEC. 1991)

The Contractor shall provide additional services not included in the schedule, but required for satisfactory completion of the services ordered under this contract, at a rate comparable to the rate for like services as contained in tenders on file with the Interstate Commerce Commission, state regulatory bodies, or the Military Traffic Management Command, in effect at time of order.

(End of clause)

252.247–7021 Returnable containers other than cylinders.

As prescribed in 247.305–70, use the following clause:

RETURNABLE CONTAINERS OTHER THAN CYLINDERS (MAY 1995)

(a) *Returnable container*, as used in this clause, includes reels, spools, drums, carboys, liquid petroleum gas containers, and other returnable containers when the Contractor retains title to the container.

(b) Returnable containers shall remain the Contractor's property but shall be loaned without charge to the Government for a period of _____(insert number of days) calendar days after delivery to the f.o.b. point specified in the contract. Beginning with the first day after the loan period expires, to and including the day the containers are delivered to the Contractor (if the original delivery was f.o.b. origin) or are delivered or are made available for delivery to the Contractor's designated carrier (if the original delivery was f.o.b. destination), the Government shall pay the Contractor a rental of $_____ (insert dollar amount for rental) per container per day, computed separately for containers for each type, size, and capacity, and for each point of delivery named in the contract. No rental shall accrue to the Contractor in excess of the replacement value per container specified in paragraph (c) of this clause.

(c) For each container lost or damaged beyond repair while in the Government's possession, the Government shall pay to the Contractor the replacement value as follows, less the allocable rental paid for that container:

_____

(Insert the container types, sizes, capacities, and associated replacement values.)

These containers shall become Government property.

(d) If any lost container is located within _____ (insert number of days) calendar days after payment by the Government, it may be returned to the Contractor by the Government, and the Contractor shall pay to the Government the replacement value, less rental computed in accordance with paragraph (b) of this clause, beginning at the expiration of the loan period specified in paragraph (b) of this clause, and continuing to the date on which the container was delivered to the Contractor.

(End of clause)

[60 FR 29503, June 5, 1995]

252.247–7022 Representation of extent of transportation by sea.

As prescribed in 247.573(a), use the following provision:

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG. 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term *supplies* is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation*. The Offeror represents that it—

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247–7024, Notification of Transportation of Supplies by Sea.

(End of provision)

[56 FR 67222, Dec. 30, 1991, as amended at 57 FR 42633, Sept. 15, 1992]

252.247–7023 Transportation of supplies by sea.

As prescribed in 247.573(b), use the following clause:

TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995T4)

(a) Definitions. As used in this clause—

(1) *Components* means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) *Department of Defense* (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) *Foreign flag vessel* means any vessel that is not a U.S.-flag vessel.

(4) *Ocean transportation* means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) *Subcontractor* means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) *Supplies* means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea. (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) *Supplies* includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) *U.S.-flag vessel* means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after

such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	Item Description	Contract Line Items	Quantity
Total.			

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 61602, Nov. 30, 1995]

252.247–7024 Notification of transportation of supplies by sea.

As prescribed in 247.573(c), use the following clause:

NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor—

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 61603, Nov. 30, 1995]

252.247–7025 Reflagging or repair work.

As prescribed in 247.573(d), use the following clause:

REFLAGGING OR REPAIR WORK (MAY 1995)

(a) *Definition.*

Reflagging or repair work, as used in this clause, means work performed on a vessel—

(1) To enable the vessel to meet applicable standards to become a vessel of the United States; or

(2) To convert the vessel to a more useful military configuration.

(b) *Requirement.* Unless the Secretary of Defense waives this requirement, reflagging or repair work shall be performed in the United States or its territories, if the reflagging or repair work is performed—

(1) On a vessel for which the Contractor submitted an offer in response to the solicitation for this contract; and

(2) Prior to acceptance of the vessel by the Government.

(End of clause)

[60 FR 29503, June 5, 1995]

§ 252.248–7000 Preparation of value engineering change proposals.

As prescribed in 248.270, use the following clause:

PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)

Prepare value engineering change proposals, for submission pursuant to the value engineering clause of this contract, in the format prescribed by the version of MIL–STD–973 in effect on the date of contract award.

(End of clause)

[59 FR 27677, May 27, 1994]

252.249–7000 Special termination costs.

As prescribed in 249.501–70, use the following clause:

SPECIAL TERMINATION COSTS (DEC. 1991)

(a) Definition.— *Special termination costs*, as used in this clause, means only costs in the following categories as defined in part 31 of the Federal Acquisition Regulation (FAR)—

(1) Severance pay, as provided in FAR 31.205–6(g);

(2) Reasonable costs continuing after termination, as provided in FAR 31.205–42(b);

(3) Settlement of expenses, as provided in FAR 31.205–42(g);

(4) Costs of return of field service personnel from sites, as provided in FAR 31.205–35 and FAR 31.205–46(c); and

(5) Costs in paragraphs (a) (1), (2), (3), and (4) of this clause to which subcontractors may be entitled in the event of termination.

(b) Notwithstanding the Limitation of Cost/Limitation of Funds clause of this contract, the Contractor shall not include in its estimate of costs incurred or to be incurred, any amount for special termination costs to which the Contractor may be entitled in the event this contract is terminated for the convenience of the Government.

(c) The Contractor agrees to perform this contract in such a manner that the Contractor's claim for special termination costs will not exceed $_____. The Government shall have no obligation to pay the Contractor any amount for the special termination costs in excess of this amount.

(d) In the event of termination for the convenience of the Government, this clause shall not be construed as affecting the allowability of special termination costs in any manner other than limiting the maximum amount of the costs payable by the Government.

(e) This clause shall remain in full force and effect until this contract is fully funded.

(End of clause)

252.249–7001 Notification of substantial impact on employment.

As prescribed in 249.7002(c), use the following clause:

NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT (DEC. 1991)

(a) *Definitions.* (1) *Major defense contract or subcontract* means—

(i) All prime contracts of $5 million or more; and

(ii) All subcontracts of $500,000 or more.

(2) *Substantial impact on employment* means—

(i) A reduction of—

(A) 2,500 or more employee positions, in the case of a Metropolitan Statistical Area (MSA) or similar area. MSAs are identified in FIPS Publication 8–5, Metropolitan Statistical Areas, which is available from the U.S. Department of Commerce, National Technical Information Service, Springfield, VA 22161, Tel. (703) 487–4650. Telephone inquiries concerning MSAs may also be directed to the Bureau of the Census, Population Division, Population Distribution Branch, Washington, DC, Tel. (301) 763–5158;

(B) 1,000 or more employee positions, in the case of a labor market area outside an MSA; or

(C) One percent of the total number of civilian jobs in that area; or

(ii) A reduction, or the threat of a reduction, of—

(A) 25 percent or more in sales or production of the contractor or subcontractor; or

(B) 80 percent or more of the workforce of the contractor or subcontractor in any division of such contractor or such subcontractor or at any plant or other facility of such contractor or subcontractor; or

(iii) Any group of 100 or more workers at a defense facility who are, or who are threatened to become, eligible to participate in the Defense Conversion Adjustment Program under section 325 of the Job Training Partnership Act (29 U.S.C. 1662–1662c, as amended).

(b) This clause applies only if a modification or termination for convenience of a major defense contract or subcontract will have a substantial impact on employment.

(c) The Contractor shall notify the Contracting Officer within 30 calendar days if the proposed modification or termination for convenience of this contract or a major defense subcontract under this contract will have a substantial impact on employment. The Contractor may use DD Form 2604, Notification of Substantial Impact. If the form is not used, the notice shall include:

(1) Contract number;

(2) Contractor name and division name;

(3) Type of business (e.g. small disadvantaged business, small business, large business, etc.)

(4) Address of affected work location, including county;

(5) Contract price of items canceled or terminated;

(6) Number of employees affected;

(7) Percentage reduction in sales or production;

(8) Percentage of contractor workforce at affected work location;

(9) Title and signature of the reporting official; and

(10) The information required by (1) through (9) for each subcontract.

(d) The Contractor shall include the substance of this clause in all subcontracts of $500,000 or more under this contract.

(End of clause)

[56 FR 67222, Dec. 30, 1991]

§ 252.249–7002 Notification of proposed program termination or reduction.

As prescribed in 249.7003(d), use the following clause:

NOTIFICATION OF PROPOSED PROGRAM TERMINATION OR REDUCTION (MAY 1995)

(a) *Definitions.* ''Major defense program'' means a program that is carried out to produce or acquire a major system (as defined in 10 U.S.C. 2302) (see also DoD Instruction 5000.2, Defense Acquisition Management Policies and Procedures, Acquisition Categories I and II). ''Substantial reduction'' means a reduction of 25 percent or more in the total dollar value of contracts under the program.

(b) Section 1372 of the National Defense Authorization Act for Fiscal Year 1994 is intended to help establish benefit eligibility under the Job Training Partnership Act (29 U.S.C. 1661 and 1662) for employees of DoD contractors and subcontractors adversely affected by termination or substantial reductions in major defense programs.

(c) *Notice to employees and state and local officials.* Within two weeks after the Contracting Officer notifies the Contractor that a major defense program is proposed for, or likely to be, terminated or substantially reduced, the contractor shall provide notice of such proposed or anticipated termination or reduction to—

(1) Each employee representative of the Contractor's employees whose work is related to the program and who may be impacted in the event of a termination or substantial reduction; or

(2) If there is no such representative, each such employee;

(3) The State dislocated worker unit or office described in section 311(b)(2) of the Job Training Partnership Act (29 U.S.C. 1661(b)(2)); and

(4) The chief elected official of the unit of general local government within which the adverse effect may occur.

(d) *Notice to subcontractors.* As soon as practicable, but not later than 45 days after the Contractor receives the Contracting Officer's notice of the proposed termination or reduction in a major defense program, the Contractor shall—

(1) Provide notice of the proposed termination or reduction to each first-tier subcontractor with a subcontract of $500,000 or more under the program; and

(2) Require that each such subcontractor—

(i) Provide notice to each of its subcontractor with a subcontract of $100,000 or more under the program; and

(ii) Impose a similar notice and flowdown requirement to subcontractors with subcontracts of $100,000 or more.

(e) The notice provided an employee under paragraph (c) of this clause shall have the same effect as a notice of termination to the employee for the purposes of determining whether such employee is eligible for training, adjustment assistance, and employment services under section 325 or 325A of the Job Training Partnership Act (29 U.S.C. 1662d, 1662d–1). If the Contractor has specified that the proposed program termination or reduction is not likely to result in plant closure or mass layoff, as defined in 29 U.S.C. 2101, the employee shall be eligible only for services under section 314(b) and paragraphs (1) through (14), (16), and (18) of section 314(c) of the Job Training Partnership Act (29 U.S.C. 1661c(b) and paragraphs (1) through (14), (16), and (18) of section 1661c(c)).

(f) If the Contracting Officer subsequently withdraws a notice referred to in paragraphs (c) and (d) of this clause, the Contractor, as soon as practicable but not later than two

weeks after receipt of the withdrawal notice, shall provide notice of the withdrawal to—

(1) The representatives, employees, officers, officials, and subcontractors specified in paragraphs (c) and (d) of this clause; and

(2) Each grantee under section 325(a) or 325A(a) of the Job Training Partnership Act (29 U.S.C. 1662d, 1662d–1), which provides training, adjustment assistance, and employment services to the employees.

(g) An employee who receives notice of withdrawal shall not be eligible for training, adjustment assistance, or employment services under section 325 or 325A of the Job Training Partnership Act (29 U.S.C. 1662d, 1662d–1), beginning on the date the employee receives such notice.

(End of clause)

[59 FR 27677, May 27, 1994, as amended at 60 FR 29503, June 5, 1995]

252.251–7000 Ordering from Government supply sources.

As prescribed in 251.107, use the following clause:

ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)

(a) When placing orders under Federal Supply Schedules or Personal Property Rehabilitation Price Schedules, the Contractor shall follow the terms of the applicable schedule and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule or Personal Property Rehabilitation Price Schedule contractor).

(2) The following statement: This order is placed under written authorization from _____ dated _____.

In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract or Personal Property Rehabilitation Price Schedule contract, the latter will govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) If a Federal Supply Schedule contractor refuses to honor an order placed by a Government contractor under an agency authorization, the Contractor shall report the circumstances to the General Services Administration, FFN, Washington, DC 20406, with a copy to the authorizing office.

(c) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(d) When placing orders for Government stock, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948–A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. Such termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

Government Remittance Address (include point of contact and telephone number):

(End of clause)

[56 FR 36479, July 31, 1991, as amended at 60 FR 29503, June 5, 1995]

252.251–7001 Use of Interagency Fleet Management System (IFMS) vehicles and related services.

As prescribed in 251.205, use the following clause:

USE OF INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES (DEC. 1991)

(a) The Contractor, if authorized use of IFMS vehicles, shall submit requests for five or fewer vehicles and related services in writing to the appropriate General Services Administration (GSA) Regional Customer Service Bureau, Attention: Motor Equipment Activity. Submit requests for more than five vehicles to GSA headquarters: General Services Administration, FTM, Washington, DC 20406. Include the following in each request:

(1) Two copies of the agency authorization to obtain vehicles and related services from GSA.

(2) The number of vehicles and related services required and the period of use.

(3) A list of the Contractor's employees authorized to request vehicles and related services.

(4) A list of the makes, models, and serial numbers of Contractor-owned or leased equipment authorized to be serviced.

(5) Billing instructions and address.

(b) The Contractor should make requests for any unusual quantities of vehicles as far in advance as possible.

(c) The Contractor shall establish and enforce suitable penalties for employees who use or authorize the use of Government vehicles for other than performance of Government contracts.

(d) The Contractor shall assume, without the right of reimbursement from the Government, the cost or expense of any use of IFMS vehicles and services not related to the performance of the contract.

(e) Only the Contractor may request authorization for subcontractor use of IFMS vehicles. The Contracting Officer will not grant authorization for subcontractor use without approval of the Contractor.

(End of clause)

PART 253—FORMS

Sec.

Subpart 253.2—Prescription of Forms

253.204 Administrative matters.
253.204–70 DD Form 350, Individual Contracting Action Report.
253.204–71 DD Form 1057, Monthly Contracting Summary of Actions $25,000 or Less.
253.208 Required sources of supplies and services.
253.208–1 DD Form 448, Military Interdepartmental Purchase Request.
253.208–2 DD Form 448–2, Acceptance of MIPR.
253.209 Contractor qualifications.
253.209–1 Responsible prospective contractors.
253.213 Small purchase and other simplified purchase procedures (SF's 18, 30, 44, 1165, OF's 347, 348).
253.213–70 Instructions for completion of DD Form 1155.
253.215 Contracting by negotiation.
253.215–70 DD Form 1547, Record of Weighted Guidelines Application.

AUTHORITY: 41 U.S.C. 421 and 48 CFR chapter 1.

SOURCE: 56 FR 36554, July 31, 1991, unless otherwise noted.

Subpart 253.2—Prescription of Forms

253.204 Administrative matters.

253.204–70 DD Form 350, Individual Contracting Action Report.

Policy on use of a DD Form 350 is in 204.670–2. This subsection 253.204–70 contains instructions for completion of Parts A through F of the DD Form 350. Paragraph (g) of this subsection contains special instructions for completing a DD Form 350 for an action of $25,000 or less under the Small Business Competitiveness Demonstration Program.

(a) *Part A of the DD Form 350.* Part A identifies the report and the reporting activity. Complete all four blocks.

(1) BLOCK A1, TYPE OF REPORT. Enter one of the following codes:

(i) *Codes 0—Original.* Enter code 0 unless code 1 or code 2 applies.

(ii) *Code 1—Cancelling.* A cancelling action cancels an existing DD Form 350 in accordance with departmental data collection point instructions.

(iii) *Code 2—Correcting.* A correcting action corrects an existing DD Form 350 action in accordance with departmental data collection point instructions.

(2) BLOCK A2, REPORT NO. Enter the four-digit local control number (see 204.670–3(a)(4)). If Block A1 is coded 1 or 2, use the prior report number rather than a new one.

(3) BLOCK A3, CONTRACTING OFFICE CODE. Enter the code assigned

the contracting office by the departmental data collection point in 204.670–1(c).

(4) BLOCK A4, NAME OF CONTRACTING OFFICE. Enter sufficient detail to establish the identity of the contracting office.

(b) *Part B of the DD Form 350.* Part B identifies the transaction.

(1) BLOCK B1, CONTRACT IDENTIFICATION INFORMATION. Do not leave any parts of Block B1 blank.

(i) BLOCK B1A, CONTRACT NUMBER.

(A) Enter—

(1) The DoD contract number; or

(2) For orders under contracts awarded by other Federal agencies, the contract number of that Federal agency as it appears in the contractual instrument.

(B) Do not leave spaces between characters, and do not enter dashes, slants, or any other punctuation marks.

(C) The DoD contract number is the basic (13 alphanumeric character) procurement instrument identification number (PIIN) that was assigned in accordance with 204.7001 or constructed under an exception permitted by 204.7000. Do not enter any supplemental procurement instrument identification numbers as part of the contract number (these go in Block B2).

(ii) BLOCK B1B, ORIGIN OF CONTRACT. Enter the code that indicates the agency that originated/assigned the contract number.

(A) *Code A—DoD.*

(B) *Code B—NASA.*

(C) *Code C—Other non-DoD agency.*

(2) BLOCK B2, MOD, ORDER OR OTHER ID NUMBER. Enter the supplementary procurement instrument identification number (if there is one) that was assigned in accordance with 204.7004 or as permitted by 204.7000. It can be up to 19 characters. Usually calls and orders have a four-position number (see 204.7004–4) and modifications (including modifications of calls or orders) have a six-position modification number (see 204.7003 or 204.7004(b)).

(3) BLOCK B3, ACTION DATE.

(i) Enter the year, month, and day of the effective date for fiscal obligation purposes. When contract actions are awarded contingent on the availability of funds, enter the date funds are obligated.

(ii) Enter four digits for the year, two digits for the month, and two digits for the day. Use 01 through 12 for January through December. For example, enter January 2, 2003, as 20030102.

(4) BLOCK B4, COMPLETION DATE.

(i) Enter year, month, and day of the last contract delivery date or the end of the performance period. If the contract is incrementally funded, report the completion date for the entire contract. Report the completion date associated with an option quantity when the option is exercised.

(ii) Enter four digits for the year, two digits for the month, and two digits for the day. Use 01 through 12 for January through December. For example, enter January 2, 2003, as 20030102.

(5) BLOCK B5, CONTRACTOR IDENTIFICATION INFORMATION.

(i) Use data that relates to the contractor whose name and address appears in the contract document (Block 7 of the SF 26, Award/Contract; Block 8 of the SF 30, Amendment of solicitation/Modification of Contract; Block 15A of the SF 33, Solicitation, Offer and Award; or Block 9 of the DD Form 1155, Order for Supplies or Services), except—

(A) For contracts placed with the Small Business Administration under Section 8(a) of the Small Business Act, use data that relates to the company that will be performing the work.

(B) For Federal schedule orders, use data that applies to the contractor whose name appears on the schedule (not the data for the agent to whom orders may be sent).

(C) For contracts with the Canadian Commercial Corporation (CCC), use data for the appropriate CCC office.

(ii) Some of the parts of Block B5 may not apply to the action being reported. Follow the instructions for each part.

(A) BLOCK B5A, CONTRACTOR IDENTIFICATION NUMBER. Enter the contractor's 9-position Data Universal Numbering System (DUNS) number. If the DUNS number is not available to the contracting activity, use the procedures at 204.7202–2 to obtain one.

(B) BLOCK B5B, GOVERNMENT AGENCY. Enter one of the following codes:

(1) Code Y—Yes. Enter code Y when the contractor is a Federal/State/Local government agency.

(2) *Code N—No.* Enter code N when code Y does not apply.

(C) BLOCK B5C, CAGE CODE. Enter the 5-position commercial and Government entity (CAGE) code the identifies the contractor plant or establishment. If the CAGE code is not already available in the contracting office and the apparent awardee does not respond to the provision at 252.204–7001, Commercial and Government Entity (CAGE) Code Reporting, use the procedures at 204.7202–1 to obtain one.

(D) BLOCK B5D, CONTRACTOR NAME AND DIVISION NAME. Enter the contractor's name as stated in the offer and resultant contract. Include its division name.

(E) BLOCK B5E, CONTRACTOR ADDRESS. Enter the contractor's address as stated in the offer and resultant contract. Include street address (and/or P.O. Box), city/town, state/country, and ZIP code, if applicable. Do not enter foreign postal codes.

(F) BLOCK B5F, TIN. Enter the contractor's taxpayer identification number (see FAR subpart 4.9). Leave Block B5F blank if the contractor is—

(1) A nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the trade or business in the United States; and does not have an office or place of business or a fiscal paying agent in the United States;

(2) An agency or instrumentality of a foreign government

(3) An agency or instrumentality of a Federal, State, or local government.

(G) BLOCK B5G, PARENT TIN. Enter the contractor's parent company (common parent) TIN (see FAR subpart 4.9 and 52.204–3). If the contractor does not have a parent company or the parent company meets the exemption for Block B5F, leave Block B5G blank.

(H) BLOCK B5H, PARENT NAME. If a parent company TIN is entered in Block B5G, enter in Block B5H the name of the parent company (common parent). Leave Block B5H blank if there is no parent company or the parent company is exempted from the requirement to have a TIN.

(6) BLOCK B6, PRINCIPAL PLACE OF PERFORMANCE.

(i) The place, or places, where the contract will be performed may be specified by the Government or listed by the contractor in response to the solicitation provision at FAR 42.214–14, Place of Performance—Sealed Bidding, or FAR 52.215–20, Place of Performance. Use date for the contractor's principal place of performance, which is generally the—

(A) Final assembly point for supply contracts with manufacturers.

(B) Dealer's location for supply contracts with regular dealers (FAR 22.601) where shipment is made from stock.

(C) Subcontractor's location for supply contracts with regular dealers (FAR 22.601) where shipment is made from a subcontractor's plant.

(D) Actual construction site for construction contracts.

(E) Planned construction site for architect-engineer contracts.

(F) Place of mining for mined supplies.

(G) Place (including military installations) where a service is performed for service contracts.

(ii) When there is more than one location for any of paragraphs (i) (A) through (G) (e.g., more than one construction site), use the location involving the largest dollar amount of the acquisition. Do not show more than one location in Block B6.

(iii) If places of performance are too varied or not known, or if commercial procedures were used, enter the contractor's home office location.

(iv) Follow the instructions for each part Block 6 which applies to the action being reported.

(A) BLOCK B6A, CITY OR PLACE CODE.

(1) For places in the United States and outlying areas, enter the numeric place code, which can be found in the Federal Information Processing Standards (FIPS) Publication (PUB) 55–2, (''Guideline: Codes for named Populated Places, Primary Country Divisions, and Other Locational Entities of the United States and Outlying Areas''). Leave Block B6A blank for

places outside the United States and outlying areas.

(2) If the city or locality is not listed, look in FIPS PUB 55–2 for the county code of the principal place of performance. Enter that in Block B6A. Use 50000 for Washington, DC, with a State code of 11.

(3) Paragraph 5.2, Entry Selection With the Aid of the Class Code, of FIPS PUB 55–2 will help in selecting the correct code. Sometimes, a class code should be used in addition to a place code to accurately identify the place of performance. Do not use place codes when the first position of the class code is X or Z.

(B) BLOCK B6B, STATE OR COUNTRY CODE.

(1) For places in the United States and outlying areas, enter the numeric State code, which can be found in FIPS PUB 55–2 or FIPS PUB 5–2, Codes for he Identification of the States, the District of Columbia and the Outlying Areas of the United States and Associated Areas.

(2) For places outside of the United States and outlying areas, enter the alpha country code from FIPS PUB 10–3, Countries, Dependencies, Areas of Special Sovereignty, and Their Principal Administrative Divisions.

(C) BLOCK B6C, CITY OR PLACE AND STATE OR COUNTRY NAME. Enter the name of the principal place of performance. Do not leave Block B6B blank.

(7) BLOCK B7, TYPE OBLIGATION. Enter one of the following codes:

(i) *Code 1—Obligation*. Enter code 1 if the contracting action obligates funds.

(ii) *Code 2—Deobligation*. Enter code 2 if the contracting action deobligates funds.

(8) BLOCK B8, TOTAL DOLLARS. Enter the net amount of funds (whole dollars only) obligated or deobligated by the contracting action. Do not leave Block B8 blank.

(9) BLOCK B9, FOREIGN MILITARY SALE. Enter one of the following codes. If only part of the contracting action is a foreign military sale, separately report the parts (see 204.670–6(c)).

(i) *Code Y—Yes.* Enter code Y when the contracting action is under a foreign military sales arrangement, or under any other arrangement when a foreign country or international organization is bearing the cost of the acquisition.

(ii) *Code N—No.* Enter code N when code Y does not apply.

(10) BLOCK B10, MULTIYEAR CONTRACT. Enter one of the following codes:

(i) *Code Y—Yes.* Enter code Y when the contracting action is a multiyear contract as defined at FAR 17.101. Do not report contracts containing options as multiyear unless the definition at FAR 17.101 applies to the contract.

(ii) *Code N—No.* Enter code N when code Y does not apply.

(11) BLOCK B11, TOTAL MULTIYEAR VALUE. Enter total multiyear value only at the time of initial obligation of the multiyear funds. Therefore, enter the estimated total multiyear contract value (whole dollars only) if the contracting action is—

(i) A multiyear contract (B10 is coded Y); and

(ii) Either a new letter contract or a new definitive contract (Block B13A is coded 1 or 3 and Block B13D is blank). For all other codes in Block B13A, enter a numeric value of zero in Block B11.

(12) BLOCK B12, PRINCIPAL PRODUCT OR SERVICE. Block B12 contains five parts. Do not leave any parts of Block B12 blank.

(i) BLOCK B12A, FSC OR SVC CODE. Enter the 4-character federal supply classification (FSC) or service code that describes the contract effort. To find the code, look in Section I of the Department of Defense (DoD) Procurement Coding Manual (MN02). There are three categories so codes of choose from. In some cases, use a 4-character code from a list of 4-character codes; in other case, construct a code using the instructions in the Manual. If more than one category or code applies to the contracting action, enter the one that best identifies the product or service representing the largest dollar value.

(A) *Supplies.* If the contracting action is for the purchase (not lease or rental) of supplies, enter an FSC code in Block B12A. FSC codes are all numeric. Look in Section I, Part C, of the DoD Procurement Coding Manual (MN02). The

Department of Defense Federal Supply Classification Cataloging Handbooks H2–1, H2–2, and H2–3 may also help with the correct 4-digit code.

(B) *Services.* If the contracting action is for services (except research, development, test, and evaluation), construction, or lease or rental of equipment or facilities, enter a service code in Block B12A.

(C) *Research, Development, Test and Evaluation (RDT&E).* If the contracting action is for RDT&E (as defined in FAR 35.001 and 234.001), enter an RDT&E code in Block B12A. Look in Section I, Part A, of the DoD Procurement Coding Manual (MN02). All RDT&E codes should begin with the letter ''A''. Do not use an RDT&E code for—

(1) Purchase, lease, or rental of equipment, supplies, or services separately purchased in support of RDT&E work, even if RDT&E funds are cited. Instead, use an FSC or Service code under the instructions in paragraphs (i) (A) or (B).

(2) Orders under Federal Schedule contracts. Instead, use an FSC or Service code under the instructions in paragraphs (i) (A) or (B).

(ii) BLOCK B12B, DOD CLAIMANT PROGRAM CODE. Enter a code that identifies the commodity described in Block B12E. These codes are in Section III of the DoD Procurement Coding Manual (MN02). If more than one code applies to the contracting action, enter the one that best identifies the product or service representing the largest dollar value. If the description in Block B12E is for—

(A) Research and development (R&D), enter the code that best represents the objective of the R&D. For example, if the objective of the research and development is a guided missile, enter code A20. If the R&D cannot be identified to any particular objective, enter code S10.

(B) Ship repair, inspect and repair as necessary (IRAN), modification of aircraft, overhaul of engines, or similar maintenance, repair or modification services, enter the code that best identifies the program.

(C) Equipment rental (including rental of automated data processing equipment), enter code S10.

(D) Utility services, enter code S10.

(E) Services that cannot be identified to any listed program, enter code S10.

(F) Supplies or equipment that cannot be identified to any listed program, enter code C9E.

(iii) BLOCK B12C PROGRAM, SYSTEM OR EQUIPMENT CODE.

(A) Enter a code that describes the program, weapons system or equipment. These codes are in Section II of the DoD Procurement Coding Manual (MN02). If there is no code that applies to the contracting action, enter three zeros. If more than one code applies to the action, enter the one that best identifies the product or service representing the largest dollar value.

(B) If the contracting action is funded by the Ballistic Missile Defense Organization, enter code CAA.

(C) If the contracting action supports environmental cleanup programs, enter one of the codes listed in Section II of the DoD Procurement Coding Manual (MN02) under the heading ''Description and Use of Program Codes—Environmental Cleanup Programs.''

(D) Defense Logistics Agency activities must use the code assigned by the sponsoring service.

(iv) BLOCK B12D, SIC CODE.

Enter the standard industrial classification (SIC) code for the acquisition (as opposed to the SIC of the manufacturer or dealer). Use the SIC code in effect at the time of award. These codes are in the OMB Standard Industrial Classification Manual. If more than one code applies to the contracting action, enter the one that best identifies the product or service representing the largest dollar value.

(v) BLOCK B12E, NAME/DESCRIPTION. Enter the name or brief description of the commodity or service. If the description is classified, enter only the work ''Classified.'' Do not, however, use ''Classified'' when a code name (e.g., Minuteman, Polaris, Trident, Pershing, etc.) or an identifying program number (e.g., WS–107A) can be used.

(13) BLOCK B13, KIND OF CONTRACTING ACTION. Some of the parts of Block B13 may not apply to the action being reported. Follow instructions for each part. When the contracting action is a modification, complete Blocks B13A and B13D.

(i) BLOCK B13A, CONTRACT/ORDER. Enter one of the following codes:

(A) *Code 1—Letter Contract.* Enter code 1 when the contracting action is a letter contract. When the contracting action is a modification to a letter contract that has not been definitized, enter code 1 in B13A.

(B) *Code 3—Definitive Contract.* Enter code 3 when the contracting action is the award of a definitive contract. When the contracting action definitizes a letter contract or is a modification to a definitive contract, enter code 3 in B13A. Code 3 includes the following:

(1) Definitive contract awards under the Small Business Administration 8(a) program.

(2) Notices of award.

(3) Lease agreements.

(4) Indefinite delivery-definite quantity contracts (FAR 52.216–20).

(5) Indefinite delivery-indefinite quantity contracts (FAR 52.216–22) when funds are obligated by the contract itself.

Code 3 excluded orders from the Procurement List (see codes 6 and 8).

(C) *Code 4—Order under an Agreement.* Enter code 4 when the contracting action is an order or definitization of an order under an agreement. (Examples include an order exceeding $25,000 under a basic ordering agreement or a master ship repair agreement and job order when the contract is created by issuing the order. A blanket purchase agreement call is coded 6 or 9, as appropriate. When the contracting action is a modification to an order described in Code 4 instructions, enter code 4 in B13A.

(D) *Code 5—Order under Indefinite Delivery Contract (IDC). Enter code 5 when the contracting action is an order, including task or delivery order, under an indefinite delivery contract awarded by a Federal agency. For example, code 5 is to be entered for an order under a GSA indefinite delivery contract such as a GSA area-wide contract for utility services, which is not a Federal schedule. When the contracting action is a modification to an order described in code 5 instructions, enter code 5 in B13A.*

(E) *Code 6—Order/Call under Federal Schedule.* Enter code 6 if the contracting action is a blanket purchase agreement call established with a Federal schedule contractor pursuant to FAR 13.202(c)(3), or an order under—

(*1*) Federal schedule (e.g., GSA, VA, or OPM) contract (FAR 8.401); or

(*2*) GSA ADP schedule contract. Code 6 includes orders from the Procurement List under Federal schedules. When the contracting action is a modification to an order/call described in code 6 instructions, enter code 6 in B13A.

(F) *Code 8—Order from Procurement List.* Enter code 8 if the contracting action is an action placed with Federal Prison Industries (UNICOR) or a JWOD Participating Nonprofit Agency in accordance with FAR Subparts 8.6 or 8.7. When the contracting action is a modification to an action described in code 8 instructions, enter code 8 in B13A.

(G) *Code 9—Purchase Using Simplified Acquisition Procedures.* Enter code 9 if the contracting action, including an action in a designated industry group under the Small Business Competitiveness Demonstration Program (FAR subpart 19.10), is an award pursuant to FAR part 13 except when the contracting action is a blanket purchase agreement call pursuant to FAR 13.202(c)(3) (see code 6). When the contracting action is a modification to an order/call described in code 9 instructions, enter code 9 in B13a.

(ii) BLOCK B13B, TYPE OF INDEFINITE DELIVERY CONTRACT. If Block B13A is coded 3 and the ninth position of B1A is coded D, complete Block B13B. If Block B13A is coded 5, complete Block B13B. Otherwise, leave blank.

(A) *Code A—Requirements Contract (FAR 52.216–21).*

(B) *Code B—Indefinite Quantity Contract (FAR 52.216–22).*

(C) *Code C—Definite Quantity Contract (FAR 52.216–20).*

(iii) BLOCK B13C, MULTIPLE/SINGLE AWARD IDC(S). If Block B13B is coded A, B, or C, complete Block B13C. Otherwise, leave blank.

(A) *Code M—Multiple Award.* Enter code M if the contracting action is a task or delivery order under a multiple award indefinite delivery contract.

(B) *Code S—Single Award.* Enter code S if the contracting action is a task or delivery order under a single award indefinite delivery contract.

(iv) BLOCK B13D, MODIFICATION. If this action is a modification, enter one of the following codes. Otherwise, leave blank.

(A) *Code A—Additional Work (new agreement). Enter code A when the contracting action is a bilateral supplemental agreement which obligates funds for additional work requiring a justification and approval (J&A).*

(B) *Code B—Additional Work (other). Enter code B when the contracting action is a modification of an existing contract (including a letter contract) which is not covered by code A or by codes C through H. (See code H for exercise of an option.) Code B includes actions which—*

(*1*) Initiate an incremental yearly buy under a multiyear contract;

(*2*) Amend a letter or other contract to add work that does not require a J&A; or

(*3*) Order under a priced exhibit or production list.

(C) *Code C—Funding Action.* Enter code C when the contracting action is a modification (to a letter or other contract) for the sole purpose of obligating or deobligating funds.

(*1*) This includes—

(*i*) Incremental funding (other than incremental yearly buys under multiyear contracts which are code B);

(*ii*) Changes to the estimated cost on cost-reimbursement contracts;

(*iii*) Repricing actions covering incentive price revisions;

(*iv*) Economic price adjustments; and

(*v*) Initial citation and obligation of funds for a contract awarded in one fiscal year but not effective until a subsequent fiscal year.

(D) *Code D—Change Order.* Enter code D if the contracting action is a change order issued under the ''Changes,'' ''Differing Site Conditions,'' or similar clauses in existing contracts.

(E) *Code E—Termination for Default.* Enter code E if the contracting action is a modification which terminates all or part of the contract for default.

(F) *Code F—Termination for Convenience.* Enter code F if the contracting action is a modification which terminates all or part of the contract for convenience.

(G) *Code G—Cancellation.* Enter code G if the contracting action is a modification which cancels the contract. Don not use code G to cancel a prior DD Form 350—see Block A1.

(H) *Code H—Exercise of an Option.* Enter code H if the contracting action is an exercise of an option.

(I) *Code J—Definitization of a Letter Contract.* Enter code J if the contracting action is the definitization of a letter contract.

(c) *Part C of the DD Form 350.*

(1) Part C gathers data concerning contracting procedures, use of competition, financing, and statutory requirements other than socioeconomic (which are in Part D).

(2) Do not complete Part C if the contracting action is an action with a government agency, i.e., Block B5B (Government Agency) is coded Y (Yes). If Block B13A is coded 6, do not complete any blocks in Part C except Blocks C13A and C13B when they apply.

(3) In completing Part C, the codes to be used describe either the contracting action being reported or the original contract, depending on the codes reported in blocks B13A and B13D.

(i) If Block B13A is coded 1, 2, 3, 4, 6, or 9 and Block B13D is coded A or is blank, code the blocks in Part C with reference to the action being reported. Otherwise, code the blocks with reference to the original contract.

(ii) If there are no codes for the original contract because a DD Form 350 was not required at the time, the original action is no longer available, the definition of the original code has changed, or a data element has been added to the system after the original contract report, then use codes that best describe the original contracting action.

(4) Complete Part C blocks as follows:

(i) BLOCK C1, SYSNOPSIS. Enter one of the following codes:

(A) *Code A—Synopsis Only.* Enter code A if only a synopsis of the proposed action was prepared and transmitted to the Commerce Business Daily in accordance with FAR subpart 5.2.

(B) *Code B—Combined Synopsis/Solicitation.* Enter code B if a combined synopsis/solicitation of the proposed action was prepared and transmitted to the Commerce Business Daily in accordance with FAR subpart 5.2 and 12.603.

(C) *Code N—No.* Enter code N if a synopsis was not prepared.

(ii) BLOCK C2, REASON NOT SYNOPSIZED. Enter one of the following codes if Block C1 is coded N. Otherwise, leave Block C2 blank.

(A) *Code A—Urgency.* Enter code A if the action was not synopsized due to urgency (see FAR 6.302–2).

(B) *Code B—Use of FACNET.* Enter code B if the action was not synopsized due to use of FACNET for the acquisition.

(C) *Code Z—Other Reason.* Enter code Z if the action was not synopsized due to some other reason.

(iii) BLOCK C3, EXTENT COMPLETED. Enter one of the following codes:

(A) *Code A—Competed Action.* Enter code A when—

(1) The contracting action is an action under a Federal Schedule contract (Block B13A is coded 6).

(2) Competitive procedures were used to fulfill the requirement for full and open competition (FAR subpart 6.1).

(3) Full and open competition procedures after exclusion of sources were used in order to establish/maintain alternative sources, to set aside an acquisition for small business, or to compete section 8(a) awards (FAR subpart 6.2).

(4) Statutory authorities for other than full and open competition were used (FAR subpart 6.3) and more than one offer was received (if only one offer was received, use code D).

(5) Contracting action resulted from a contract awarded prior to the Competition in Contracting Act that used two-step sealed bidding or other sealed bidding, or that was negotiated competitively.

(6) Simplified acquisition procedures were used and competition was obtained.

(B) *Code B—Not Available for Competition.* Enter code B for—

(1) Awards for utilities or utility systems, excluding long distance telecommunications services, when only one supplier can furnish the service (FAR 6.302–1(b)(3)).

(2) Brand name commercial products for authorized resale.

(3) Acquisitions authorized or required by statute to be awarded to a specific source pursuant to FAR 6.3022–5(b) (2) or (4), e.g., qualified nonprofit agencies employing people who are blind or severely disabled (FAR subpart 8.7) or 8(a) program (FAR subpart 19.8).

(4) International agreements and Foreign Military Sales when the acquisition is to be reimbursed by a foreign country that requires that the product or services be obtained from a particular firm as specified in official written direction such as a Letter of Offer and Acceptance.

(5) Other contract actions when the Director of Defense Procurement has determined that there is no opportunity for competition.

(Note: Even though Part C is not completed for actions with a government agency, the database will automatically include these actions in the category of not available for competition.)

(C) *Code C—Follow-on to Competed Action.* Enter code C when the action pertains to an acquisition placed with a particular contractor to continue or augment a specific competed program when such placement was necessitated by prior acquisition decisions.

(D) *Code D—Not Competed.* Enter code D when codes A, B, or C do not apply.

(iv) BLOCK C4, SEA TRANSPORTATION. Enter one of the following codes when Block B1B is coded A, Block B5B is coded N, and Block B13A is coded other than 9. Otherwise, leave Block C4 blank.

(A) *Code Y—Yes—Positive Response to 252.2247–7022 or 252.212–7000(c0(2).* Enter code Y when the contractor's response to the provision at 252.247–7022, Representation of Extent of Transportation by Sea, or 252.212–7000(c)(2), Offeror Representations and Certifications—Commercial Items, indicates the that contractor anticipates that some of the supplies being provided may be transported by sea.

(B) *Code N—No—Negative Response to 252.247–7022 or 252.212–7000(c)(2).* Enter code N when the contractor's response to the provision at 252.247–7022 or 252.212–7000(c)(2) indicates that the contractor anticipates that none of the supplies being provided will be transported by sea.

(C) *Code U—Unknown—No Response or Provision Not Included in*

Solicitation. Enter code U when the contractor did not complete the representation at 252.247–7022 or 252.212–7000(c)(2) or the solicitation did not include either provision.

(v) BLOCK C5, TYPE OF CONTRACT.

(A) If the action is a letter contract, including modifications and amendments to letter contracts, enter the code that describes the anticipated type of contract the letter contract will become when it is definitized.

(B) If there is more than one type of contract involved in the contracting action, enter the code that matches the type with the most dollars. If the type with the least dollars exceeds $500,000, fill out separate DD Forms 350 (with different report numbers) for each type.

(C) Enter one of the following codes:

(1) Code A—Fixed-Price Redetermination.

(2) Code J—Firm-Fixed-Price.

(3) Code K—Fixed-Price Economic Price Adjustment.

(4) Code L—Fixed-Price Incentive.

(5) Code R—Cost-Plus-Award-Fee.

(6) Code S—Cost Contract.

(7) Code T—Cost-Sharing.

(8) Code U—Cost-Plus-Fixed-Fee.

(9) Code V—Cost-Plus-Incentive-Fee.

(10) Code Y—Time-and-Materials.

(11) Code Z—Labor-Hour.

(vi) BLOCK C6, NUMBER OF OFFERORS SOLICITED.

(A) Leave Block C6 blank if—

(1) The original contract resulted from a solicitation issued before April 1, 1985, (i.e., before the effective date of the Competition in Contracting Act);

(2) Block B1B is coded B or C and Block B13A is coded 5; or

(3) Block B13A is coded 6.

(B) Otherwise, enter—

(1) Code 1—One. Enter code 1 if only one offeror was solicited.

(2) Code 2—More than One. Enter code 2 if more than one offeror was solicited.

(vii) BLOCK C7, NUMBER OF OFFERS RECEIVED.

(A) Leave Block C7 blank if—

(1) The original contract resulted from a solicitation issued before April 1, 1985 (i.e., before the effective date of the Competition in Contracting Act); or

(2) Block B13A is coded 6, Order Under Federal Schedule.

(B) Otherwise, enter the specific number of offers received (maximum 999).

(viii) BLOCK C8, SOLICITATION PROCEDURES.

(A) Leave Block C8 blank if—

(1) The original contract resulted from a solicitation issued before April 1, 1985 (i.e., before the effective date of the Competition in Contracting Act);

(2) The action is pursuant to simplified acquisition procedures (Block B13A is coded 9); or

(3) The action is an order/call under a Federal schedule (Block B13A is coded 6.

(B) Otherwise, enter one of the following codes:

(1) Code A—Full and Open Competition—Sealed Bid. Enter code A if the action resulted from an award pursuant to FAR 6.102(a).

(2) Code B—Full and Open Competition—Competitive Proposal. Enter code B if the action resulted from an award pursuant to FAR 6.102(b).

(3) Code C—Full and Open Competition—Combination. Enter code C if the action resulted from an award using a combination of competitive procedures (e.g., two-step sealed bidding) pursuant to FAR 6.11102(c).

(4) Code D—Architect-Engineer. Enter code D if the action resulted from selection of sources for architect-engineer contracts pursuant to FAR 6.102(d)(1).

(5) Code E—Basic Research. Enter code E if the action resulted from competitive selection of basic research proposals pursuant to FAR 6.102(d)(2).

(6) Code F—Multiple Award Schedule. Enter code F is the action is an award of a multiple award schedule pursuant to FAR 6.102(d)(3) or an order against such a schedule.

(7) Code G—Alternative Sources. Enter code G if the action resulted from use of competitive procedures but excluded a particular source pursuant to FAR 6.202(a).

(8) Code K—Set-Aside. Enter code K if the action resulted from any—

(i) Set-aside for small business concerns (FAR 6.203 including small business innovation research (SBIR) actions and awards to qualified nonprofit agencies employing people who are blind or severely disabled which were

participating in a set-aside for small business concerns (see FAR 19.501(h)).

(ii) Set-aside for small disadvantaged business concerns (see 206.203).

(iii) Total or partial set-asides (including portions of broad agency announcements (BAAs)) for historically black colleges and universities or minority institutions (see 206.203 and 235.016).

(iv) Competition among section 8(a) firms under FAR 19.805 (report noncompetitive 8(a) awards as code N).

(9) Code M. [Reserved]

(10) Code N—Other Than Full and Open Competition. Enter code N if the action resulted from use of other than full and open competition pursuant to FAR subpart 6.3. This includes awards to qualified nonprofit agencies employing people who are blind or severely disabled (see FAR subpart 8.7) or noncompetitive awards to the Small Business Administration under Section 8(a) of the Small Business Act (see FAR 6.302–5(b)).

(ix) BLOCK C9, AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION.

(A) Leave Block C9 blank if the original contract resulted from a solicitation issued before April 1, 1985 (i.e., before the effective date of the Competition in Contracting Act).

(B) Enter one of the following codes if Block C8 is coded ''N.'' Otherwise, leave Block C9 blank.

(1) Code 1A—Unique Source. Enter code 1A if the action was justified pursuant to FAR 6.302–1(b)(1).

(2) Code 1B—Follow-on Contract. Enter code 1B if the action was justified pursuant to FAR 6.302–1(a)(2) (ii) or (iii).

(3) Code 1C—Unsolicited Research Prop. Enter code 1C if the action was justified pursuant to FAR 6.302–1(a)(2)(i).

(4) Code 1D—Patent/Data Rights. Enter code 1D if the action was justified pursuant to FAR 6.302–1(b)(2).

(5) Code 1E—Utilities. Enter code 1E if the action was justified pursuant to FAR 6.302–1(b)(3).

(6) Code 1F—Standardization. Enter code 1F if the action was justified pursuant to FAR 6.302–1(b)(4).

(7) Code 1G—Only One Source—Other. Enter code 1G if the action was justified pursuant to FAR 6.302–1 in a situation other than the examples cited in codes 1A through 1F.

(8) Code 2A—Urgency. Enter code 2A if the action was justified pursuant to FAR 6.302–2.

(9) Code 3A—Particular Source. Enter Code 3A if the action was justified pursuant to FAR 6.302–3(a)(2).

(10) Code 4A—International Agreement. Enter code 4A if the action was justified pursuant to FAR 6.302–4.

(11) Code 5A—Authorized by Statute. Enter code 5A if the action was justified pursuant to FAR 6.302–5(a)(2)(i).

(12) Code 5B—Authorized Resale. Enter code 5B if the action was justified pursuant to FAR 6.302–5(a)(2)(ii).

(13) Code 6A—National Security. Enter code 6A if the action was justified pursuant to FAR 6.302–6.

(14) Code 7A—Public Interest. Enter code 7A if the action was taken pursuant to FAR 6.302–7.

(x) BLOCK C10, SUBJECT TO LABOR STANDARDS STATUTES. Enter one of the following codes. When Block B13A is coded 6, leave Block C10 blank.

(A) *Code A—Walsh-Healey Act.* Enter code A when the contracting action is subject to the provisions of FAR subpart 22.6.

(B) *Code C—Service Contract Act.* Enter code C when the contracting action is subject to the provisions of the Service Contract Act (see FAR part 37).

(C) *Code D—Davis-Bacon Act.* Enter code D when the contracting action is subject to the Davis-Bacon Act (see FAR 22.403–1).

(D) *Code Z—Not Applicable.* Enter code Z when codes A, C, or D do not apply.

(xi) BLOCK C11, CERTIFIED COST OR PRICING DATA. Enter one of the following codes when Block B1B is coded A. Otherwise, leave blank.

(A) *Code Y—Yes—Obtained.* Enter code Y when certified cost or pricing data were obtained for the contracting action reported (see FAR 15.804–2).

(B) *Code N—No—Not Obtained.* Enter code N when certified cost or pricing data were not obtained because data were not required (see FAR 15.804–2) or an exemption was granted (see FAR 15.804–3(a)-(g)).

(C) *Code W—Not Obtained—Waived.* Enter code W when certified cost or pricing data were not obtained because the requirement was waived (see FAR 15.804–3(i) and DFARS 215.804–3(i)).

(xii) BLOCK C12, CONTRACT FINANCING. Enter one of the following codes identifying whether or not progress payments (PP), advance payments (AP), or other financing methods were used.

(A) *Code A—FAR 52.232–16.* Enter code A if the contract contains the clause at FAR 52.232–16, Progress Payments.

(B) *Code B—DFARS 252.232–7003.* enter code B if the contract contains the clause at 252.232–7003, Flexible Progress Payments.

(C) *Code C—Percentage of Completion PP.* Enter code C if the contract provides for progress payments based on percentage or stage of completion, which is only permitted on contracts for construction, for shipbuilding, or for ship conversion, alteration, or repair (see 232.102(e)(2)).

(D) *Code D—Unusual PP or AP.* Enter code D if the contract provides for unusual progress payments or advance payments (see FAR subpart 32.4 and 32.501–2).

(E) *Code E—Commercial Financing.* Enter code E if the contract provides for commercial financing payments (see FAR subpart 32.2).

(F) *Code F—Performance-Based Financing.* Enter code F is the contract provides for performance-based financing payments (see FAR subpart 32.10).

(G) *Code Z—Not Applicable.* Enter code Z when codes A through F do not apply.

(xiii) BLOCK C13, FOREIGN TRADE DATA.

(A) The term ''United States'' (U.S.), as used in Block C13, excludes the Trust Territory of Palau (see 204.670–1 for definition of United States and outlying areas).

(B) BLOCK C13A, PLACE OF MANUFACTURE. Complete Block C13A only if the contracting action is for a foreign end product or a service provided by a foreign concern. Otherwise, leave Block C13A blank.

(1) Code A—U.S. Enter code A if the contracting action is for—

(i) A foreign end product that is manufactured in the United States but still determined to be foreign because 50 percent or more of the cost of its components is not mined, produced, or manufactured inside the United States or inside qualifying countries; or

(ii) Services performed in the United States by a foreign concern.

(2) Code B—Foreign. Enter code B if the contracting action is for—

(i) Any other foreign end product; or

(ii) Services performed outside the Unites States by a foreign concern.

(C) BLOCK C13B, COUNTRY OF ORIGIN CODE.

(1) Complete Block C13B only if Block C13A is coded A or B. Otherwise, leave Block C13B blank.

(2) Enter the code from FIPS PUB 10–3 (Countries, Dependencies, Areas of Special Sovereignty, and Their Principal Administrative Divisions) that identifies the country where the foreign product is coming from or where the foreign company providing the services is located. If more than one foreign country is involved, enter the code of the foreign country with the largest dollar value.

(xiv) BLOCK C14, COMMERCIAL ITEMS. Enter one of the following codes:

(A) *Code Y—Yes.* Enter code Y if the contract contains the clause at FAR 52.212–4, Contract Terms and Conditions—Commercial Items.

(B) *Code N—No.* Enter code N if code Y does not apply

(d) *Part D of the DD Form 350.*

(1) Part D gathers data on the various socioeconomic programs that apply to defense acquisitions.

(2) Do Not complete Part D if the contracting action is an—

(i) Order/call under a Federal schedule, i.e., Block B13A is coded 6; or

(ii) Action with a government agency, i.e., Block B5B is coded Y.

(3) Determined the status of the concern (e.g., size and ownership) by referring to FAR party 19 and DFARS part 219.

(4) Use the codes in Blocks B13A and B13D to determine whether the codes in Part D will describes the contracting action being reported or the original contract.

(i) Code Part D to describe the contracting action being reported when—

(A) Block B13A is coded 1, 3, 4, or 9 and Block B13D is coded A or is blank; or

(B) Block B5B is coded N, Block B13A is coded 8, and Block B13D is coded A

or is blank. Otherwise, code Part D to describe the original contract.

(ii) If there are no codes for the original contract because a DD Form 350 was not required at the time, the original action is no longer available, the definition of the original code has changed or a data element has been added to the system after the original contract report, then use codes that best describe the original contracting action.

(5) Complete Part D blocks as follows:

(i) BLOCK D1, TYPE OF BUSINESS. Enter one of the following codes:

(A) *Code A—Small Disadvantaged Business Performing in U.S.* Enter code A if the contractor is an SDB concern as defined in 219.001 and the place of performance is within the United States and outlying areas.

(B) *Code B—Other Small Business Performing in U.S.* Enter code B if the contractor is a small business concern as defined in FAR 19.001, other than a small disadvantaged business concern, and the place of performance is within the United States and outlying areas.

(C) *Code C—Large Business Performing in U.S.* Enter code C if the contractor is a domestic large business concern, and the place of performance is within the United States and outlying areas.

(D) *Code D—JWOD Participating Nonprofit Agencies.* Enter code D if the contractor is a qualified nonprofit agency employing people who are blind or severely disabled (FAR 8.701), and the place of performance is within the United States and outlying areas.

(E) *Code F—Hospital.* Enter code F if the contractor is a hospital, and the place of performance is within the United States and outlying areas.

(F) *Code L—Foreign Concern/Entity.* Enter code L if the contractor is a foreign concern, the Canadian Commercial Corporation, or a non-U.S.-chartered nonprofit institution.

(G) *Code M—Domestic Firm Performing Outside U.S.* Enter code M if the contractor is a domestic concern or a domestic nonprofit institution and the place of performance is outside the United States and outlying areas.

(H) *Code U—Historically Black Colleges and Universities or Minority Institutions (HBCU/MI).* Enter code U if the contractor is an HBCU/MI as defined at 252.226–7000 and the place of performance is within the United States and outlying areas.

(I) *Code V—Other Educational.* Enter code V if the contractor is an educational institutional which does not qualify as an HBCU/MI, and the place of performance is within the United States and outlying areas.

(J) *Code Z—Other Nonprofit.* Enter code Z if the contractor is a nonprofit institution (defined in FAR 31.701) which does not meet any of the criteria in codes D, F, U, or V, and the place of performance is in the United States and outlying areas.

(ii) BLOCK D2, REASON NOT AWARDED TO SMALL DISADVANTAGED BUSINESS (SDB). Enter one of the following codes when Block D1 is coded B or C. Otherwise, leave Block D2 blank.

(A) *Code A—No Known SDB Source.*

(B) *Code B—SDB Not Solicited.* Enter code B when there was known small business source, but it was not solicited.

(C) *Code C—SDB Solicited/No Offer.* Enter code C when an SDB was solicited but it did not submit an offer or its offer was not sufficient to cover the total quantity requirement so it received a separate award for the quantity offered.

(D) *Code D—SDB Solicited/Offer Not Low.* Enter code D when an SDB offer was not the low offer or an SDB was not willing to accept award of a partial small business set-aside portion of an action at the price offered.

(E) *Code Z—Other Reason.* Enter code Z when an SDB did not receive the award for any other reason or when Block B1B is coded B or C and Block B13A is coded 5.

(iii) BLOCK D3, REASON NOT AWARDED TO SMALL BUSINESS (SB). Enter one of the following codes when Block D1 is coded C. Otherwise, leave D3 blank. (The term ''Small Business'' includes small disadvantaged businesses.)

(A) *Code A—No Known SB Source.*

(B) *Code B—SB Not Solicited.* Enter code B when there was a known small business source, but it was not solicited.

(C) *Code C—SB Solicited/No Offer.* Enter code C when a small business concern was solicited but it did not submit an offer or its offer was not sufficient to cover the total quantity requirement so it received a separate award for the quantity offered.

(D) *Code D—SB Solicited/Offer Not Low.* Enter code D when a small business offer was not the low or most advantageous offer or a small business concern was not willing to accept award of a set-aside portion of an action at the price offered by the Government.

(E) *Code Other Reason.* Enter code Z when a small business did not receive the award for any reason or when Block B1B is coded B or C and Block B13A is coded 5.

(iv) BLOCK D4, PREFERENCE PROGRAM.

(A) BLOCK D4A, TYPE OF SB SET-ASIDE. Enter one of the following codes:

(1) Code A—None. Enter code A if there was no small business set-aside (FAR 19.502). Note that set-asides for historically black colleges and universities and minority institutions (HBCUs/MIs) are not small business set-asides. Use code A for HBCU/MI set-asides and complete Block D4C.

(2) Code B—Total SB Set-Aside. Enter code B if the action was a total set-aside for small business (FAR 19.502–2), including actions reserved exclusively for small business concerns pursuant to FAR 13.105, or if the action resulted from the Small Business Innovation Research Program.

(3) Code C—Partial SB Set-Aside. Enter code C if the action was a partial set-aside for small business (219.502–3).

(4) Code E—Total SDB Set-Aside. Enter code E if the action was a total set-aside for small disadvantaged businesses (219.502–2–70).

(5) Code Y—Emerging Small Business Set-Aside. Enter code Y if the action was an emerging small business set-aside within a designated industry group under the Small Business Competitiveness Demonstration Program (FAR subpart 19.10 and DFARS 204.670–9).

(B) BLOCK D4B—TYPE OF SDB SET-ASIDE/SDB PREFERENCE. Enter one of the following codes, even if Block D4A is coded E:

(1) Code A—None. Enter code A if no SDB preference was given or award was not to an SDB.

(2) Code B—Section 8(a). Enter code B if the contract was awarded to the Small Business Administration (SBA) under Section 8(a) of the Small Business Act (FAR subpart 19.8).

(3) Code C—Total SDB Set-Aside. Enter code C if the action was an SDB set-aside (219.502–2–70) and award was to an SDB.

(4) Code D—SDB Evaluation Preference—Unrestricted. Enter code D if the action was unrestricted but an SDB received an award as a result of an evaluation preference (subpart 219.70).

(5) Code E—SDB Preferential Consideration—Partial SB Set-Aside. Enter code E if the action was a partial set-aside for small business and preferential consideration resulted in an award to an SDB (219.502–3).

(6) Code F—SDB Evaluation Preference in Construction. Enter code F if the action was a construction acquisition and preferential consideration resulted in an award to a SDB (subpart 219.72). If code F applies and Block B13D is blank, complete Blocks E1 and E3.

(C) BLOCK D4C—HBCU/MI SET-ASIDE. Enter one of the following codes:

(1) Code A—None. Enter code A if the action was not set aside for HBCUs or MIs.

(2) Code B—HBCU or MI—Total Set-Aside. Enter code B if the action was total set-aside for HBCUs and MIs (226.7003).

(3) Code C—HBCU or MI—Partial Set-Aside. Enter code C if the action was a partial set-aside for HBCUs or MIs under a broad agency announcement (235.016).

(D) BLOCK D4D. [Reserved]

(E) BLOCK D4E, PREMIUM PERCENT.

(1) Complete Block D4E if [Block B1B is coded A and

(i) Block D4B is coded C, D, or E; or

(ii) Block D4C is coded B or C. Otherwise, leave blank.

(2) Calculate the premium percentage per 219.202–5 and enter it as a three-digit number rounded to the nearest

tenth, e.g., enter 7.55% as 076. If no premium was paid, enter three zeros (000).

(v) BLOCK D5—ETHNIC GROUP.

(A) Complete Block D5 if the action is with an SDB. Otherwise, leave it blank.

(B) Enter the code from the following list which corresponds to the ethnic group marked by the contractor in the solicitation provision at 252.219–7000 (Small Disadvantaged Business Concern Representation (DoD Contracts)).

(1) Code A—Asian-Indian American.

(2) Code B—Asian-Pacific American.

(3) Code C—Black American.

(4) Code D—Hispanic American.

(5) Code E—Native American.

(6) Code F—Other SDB certified/determined by SBA.

(7) Code Z—No representation.

(vi) BLOCK D6, WOMEN-OWNED BUSINESS. Enter one of the following codes:

(A) *Code Y—Yes.* Enter code Y if the response to FAR 52.204–5 or 52.212–3(c) (Women-Owned Business Representation) indicates that it is a women-owned business.

(B) *Code N—No.* Enter code N if the contractor's response to FAR 52.204–5 or 52.212–3(c) indicates that it is not a women-owned business.

(C) *Code U—Uncertified.* Enter code U if the information is not available because the contractor did not complete the representation under FAR 52.204–5 or 52.212–3(c).

(vii) BLOCK D7—SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM. Enter one of the following codes. When Block B1B is coded B or C and Block B13A is coded 5, leave Block D7 blank.

(A) *Code A—Not an SBIR Program Phase I–II.* Enter code A if the action is not in support of a Phase I or II SBIR Program.

(B) *Code B—SBIR Program Phase I Action.* Enter code B if the action is related to a Phase I contract in support of the SBIR Program.

(C) *Code C—SBIR Program Phase II Action.* Enter code C if the action is related to a Phase II contract in support of the SBIR Program.

(viii) BLOCK D8, SUBCONTRACTING PLAN—SB, SDB, OR HBCU/MI. Enter one of the following codes:

(A) *Code A—Plan Not Included—No Subcontracting Possibilities.* Enter code A if a subcontracting plan was not included in the contract because subcontracting possibilities do not exist (FAR 19.705–2(c)).

(B) *Code B—Plan Not Required.* Enter code B if no subcontracting plan was required (because the action did not meet the dollar thresholds in FAR 19.702(b)).

(C) *Code C—Plan Required, Incentive Not Included.* Enter code C if the action includes a subcontracting plan, but does not include additional incentives (FAR 19.708(c)).

(D) *Code D—Plan Required, Incentive Included.* Enter code D if the action includes a subcontracting plan and also includes additional incentives (FAR 19.708(c), 219.708(c)).

(ix) BLOCK D9, DEMONSTRATION TEST PROGRAM. Enter one of the following codes. When Block B13A is coded 5 or Block B13D is coded B, C, D, E, F, or G and the original action was awarded before the program began, enter code N in Block D9. When Block B1B is coded B or C and Block B13A is coded 5, enter code N in Block D9.

(A) *Code Y—Yes.* Enter code Y if this is an action with a U.S. business concern, in either the four designated industry groups or the ten targeted industry categories under the Small Business Competitiveness Demonstration Program (FAR subpart 19.10 and DFARS subpart 219.10), where the principal place of performance is in the United States or outlying areas.

(B) *Code N—No.* Enter code N if code Y does not apply.

(x) BLOCK D10, SIZE OF SMALL BUSINESS.

(A) Complete Block D10 only when Block D9 is coded ''Y'' and the contractor is a small business (Block D1 is coded A or B). Otherwise, leave Block D10 blank.

(B) Enter one of the following codes for the size of the business (number of employees or average annual gross revenue) as represented by the contractor in the solicitation provision at FAR 52.219–19, Small Business Concern Representation for the Small Business Competiveness Demonstration Program:

(1) Code A—50 or fewer.

(2) Code B—51–100.
(3) Code C—101–250.
(4) Code D—251–500.
(5) Code E—501–750.
(6) Code F—751–1,000.
(7) Code G—Over 1,000.
(8) Code M—$1,000,000 or less.
(9) Code N—$1,000,001–2,000,000.
(10) Code P—$2,000,001–3,500,000.
(11) Code R—$3,500,001–5,000,000.
(12) Code S—$5,000,001–10,000,000.
(13) Code T—$10,000,001–17,000,000.
(14) Code U—$Over $17,000,000.

(xi) BLOCK D11, EMERGING SMALL BUSINESS.

(A) Complete this block only if Block D9 is coded ''Y'' and the contracting action is in one of the four designated industry groups, not one of the targeted industry categories. Otherwise, leave Block D11 blank.

(B) Enter one of the following codes:

(1) Code Y—Yes. Enter code Y if the contractor represents in the provision at FAR 52.219–19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program, that it is an emerging small business concern.

(2) Code N—No. Enter code N if code Y does not apply.

(e) *Part E of the DD Form 350.* Part E gathers data on specialized items that may not become permanent reporting elements.

(1) BLOCK E1, PREFERENCE AWARD VALUE.

(i) Complete Block E1 if code F was entered in Block D4B and Block B13D is blank. Otherwise, leave Block E1 blank.

(ii) Enter the dollar amount (i.e., contract face value) of the award. Use whole dollars.

(2) BLOCK E2, SET-ASIDE VALUE.

(i) Complete Block E2 only if the contracting action is with a qualified nonprofit agency employing people who are blind or severely disabled and was awarded as a result of the agency's participation in a total or partial small business set-aside (FAR 19.501(h)). Otherwise, leave Block E2 blank.

(ii) Enter the dollar amount (i.e., contract face value) of the set-aside portion of the award. Use whole dollars.

(3) BLOCK E3, NEXT LOW OFFER.

(i) Complete Block E3 only if Block E1 or E2 is completed. Otherwise, leave Block E3 blank.

(ii) If Block E1 or E2 is completed—

(A) Enter the offered price from the small business firm that would have been the low offeror if qualified nonprofit agencies employing people who are blind or severely disabled had not participated in the acquisition; or

(B) If the evaluation preference for small disadvantaged business concerns in construction acquisitions set forth in subpart 219.72 is applied, enter the offered price from the non-SDB concern that would have been the successful offeror if the evaluation preference had not been applied. Enter the amount in whole dollars.

(4) BLOCK E4–BLOCK E8. [Reserved]

(f) *Part F of the DD Form 350.* Part F identifies the reporting official.

(1) BLOCK F1, NAME OF CONTRACTING OFFICER OR REPRESENTATIVE. Enter the name (Last, First, Middle Initial) of the contracting officer or representive.

(2) BLOCK F2, SIGNATURE. The person identified in Block F1 must sign.

(3) BLOCK F3, TELEPHONE NUMBER. Enter the telephone number (with area code) for the individual in Block F1. Installations with Defense Switched Network (DSN) must enter the DSN number.

(4) BLOCK F4, DATE. Enter date that the DD Form 350 Report is submitted. Enter four digits for the year, two digits for the month, and two digits for the day. Use 01 through 12 for January through December. For example, enter January 2, 2003, as 20030102.

(g) *Special Instructions for DD Forms 350 on Actions of $25,000 or Less Under the Small Business Competitiveness Demonstration Program.*

(1) A DD Form 350 is required on actions of $25,000 or less under the Small Business Competitiveness Demonstration Program in accordance with 204.670–9.

(2) Except as provided in paragraphs (g)(2)(i) and (ii) of this subsection, complete the DD Form 350 using the instructions in paragraphs (a) through (f) of this subsection.

(i) Enter code B in Block C3 for actions at or below the micro-purchase threshold at FAR 2.101.

(ii) Leave the following blocks blank:

BIB
B4
B5B
B5C
B5F
B5G
B5H
B9
B10
B11
B12B
B12C
C1
C2
C4
C6
C11
C12
C13A
C13B
D2
D3
D4E
D5
D7
D8
E2
E3

[61 FR 51032, Sept. 30, 1996]

253.204–71 DD Form 1057, Monthly Contracting Summary of Actions $25,000 or Less.

(a) *Scope of subsection.* Policy on use of a DD Form 1057 is in 204.670. This subsection contains instructions on completion of the DD Form 1057.

(1) Report actions in the month they are awarded, issued, executed, or placed, except—

(i) When the price of an order or call cannot be determined when it is placed, count the action and its dollars when it is paid.

(ii) Count the following actions when the voucher is paid (count each voucher as one action):

(A) Meals and lodging.

(B) Automatic deliveries, e.g., bread, milk, and ice cream.

(iii) The Navy Facilities Engineering Command shall report vouchers it processes on Naval shore establishment contracts for electricity and gas in accordance with departmental procedures.

(2) Enter all dollar amounts in whole dollars only. Do not enter cents. If the net amount is a decrease, enter a minus sign (-) immediately preceding the amount to indicate a credit entry. Do not enter parentheses.

(3) Include actions in support of a contingency operation (see 213.000) on the DD Form 1057, as follows:

(i) Section A, complete fully.

(ii) Section B, complete only lines 5, 5a, 7, and 7a.

(iii) Section C, complete only lines 1 and 1c, 2 and 2c, or 3 and 3c, as applicable.

(iv) Sections D, E, and F, leave blank.

(v) Section G, complete fully.

(vi) Section H, complete fully.

(b) *Definitions.* For purposes of this subsection—

All Other Orders means orders, and modifications of such orders, under basic ordering agreements (BOAs) or indefinite delivery contracts.

GSA Schedule Orders means only orders/calls, and modifications of such orders/calls, under Federal schedules awarded by GSA.

Other Contracting Actions means all actions that do not meet the definitions, in this paragraph (b), of an order.

Other Federal Schedule Orders means only orders, and modifications of such orders, under Federal schedules awarded by an agency other than GSA, e.g., awarded by VA or OPM.

Similified Acquisition Procedures means purchase orders, calls under blanket purchase agreements (BPAs) (except BPAs written under Federal schedules), and modifications to those actions.

(c) *Section A, General Information.*

(1) BLOCK A1, REPORTING FOR MONTH ENDING. Enter the last day of the month in which the report is submitted. Enter four digits for the year, two digits for the month, and two digits for the day. Use 01 through 12 for January through December. For example, enter January 2, 2003, as 20030102.

(2) BLOCK A2, CONTRACTING OFFICE. Enter sufficient detail to establish the identity of the contracting office submitting the report in Blocks 2a and b.

(3) BLOCK A3, REPORTING OFFICE CODE. Enter the code assigned to the contracting office by the departmental data collection point in 204.670–8.

(d) *Section B, Contracting Actions.*

(1) BLOCK B1, TARIFF OR REGULATED ACQUISITIONS. Enter the number and dollar value of contracting actions (including modifications that will also be reported in Block B8) with tariff or regulated industries (industries with sole source and service rates which are fixed or adjusted by a Federal, State, or other public regulatory body).

(2) BLOCK B2, FOREIGN/INTERAGENCY.

(i) Enter the total number and dollar value of contracting actions (including modifications that will also be reported in Block B8)—

(A) For foreign military sales (FMS) or other arrangement where the foreign government or international organization is paying all or part of the cost of the action.

(B) Placed directly with foreign governments under the terms of an international agreement, e.g., base maintenance performed with the foreign government acting as the contractor (any other actions directly with foreign governments go in Block B5).

(C) With another Federal agency or Government corporation, e.g., Federal Prison Industries (UNICOR).

(ii) Enter the subtotals in Blocks B2a, b, and c for the number and dollar value of contracting actions, including modifications that will also be reported in Block B8 for—

(A) Block B2a, FMS/International Agreements. Enter subtotals for paragraphs (d)(2)(i)(A) and (B) of this subsection.

(B) Block B2b, Action with UNICOR. Enter subtotal for contracting actions with UNICOR.

(C) Block B2c, Action with Other Government Agency. Enter subtotal for action with government agencies other than UNICOR.

(3) BLOCK B3, SMALL BUSINESS.

(i) Enter the total number and total dollar value of contracting actions (including modifications which will also be reported in Block B8) where the—

(A) Contractor is a small business concern; and

(B) Place of performance is in the United States and outlying areas (see 204.670–1).

(ii) Enter the subtotals for the number and dollar value of contracting actions (including modifications that will also be reported in Block B8) for—

(A) Block B3a, Simplified Acquisition Procedures (SAP).

(B) Block B3b, GSA Schedule Orders.

(C) Block B3c, Other Federal Schedule Orders.

(D) Block B3d, All Other Orders.

(E) Block B3e, Other Contracting Actions.

(4) BLOCK B4, LARGE BUSINESS.

(i) Enter the total number and dollar value of contracting actions (including modifications which will also be reported in Block B8) where the—

(A) Contractor is a large business concern; and

(B) Place of performance is in the United States and outlying areas.

(ii) Enter the subtotals for the number and dollar value of contracting actions (including modifications that will also be reported in Block B8) for—

(A) Block B4a, Simplified Acquisition Procedures (SAP).

(B) Block B4b, GSA Schedule Orders.

(C) Block B4c, Other Federal Schedule Orders.

(D) Block B4d, All Other Orders.

(E) Block B4e, Other Contracting Actions.

(5) BLOCK B5, DOMESTIC OR FOREIGN ENTITIES PERFORMING OUTSIDE THE UNITED STATES.

(i) Enter the total number and dollar value of contracting actions (including modifications that will also be reported in Block B8) where the place of performance is outside the United States and outlying areas (see 204.670–1(c)). This includes actions placed directly with a foreign government that are not under international agreements (see paragraph (d)(2)(i)(B) of this subsection). It does not matter whether the contractor is domestic or foreign.

(ii) Enter the subtotals for the number and dollar value of actions (including modifications that will also be reported in Block B8) for—

(A) Block B5a, Simplified Acquisition Procedures (SAP).

(B) Block B5b, GSA Schedule Orders.

(C) Block B5c, Other Federal Schedule Orders.

(D) Block B5d, All Other Orders.

(E) Block B5e, Other Contracting Actions.

(6) BLOCK B6, EDUCATIONAL, NON-PROFIT & OTHER.

(i) Enter the total number and dollar value of contracting actions (including modifications that will also be reported in Block B8) with—

(A) Educational institutions;

(B) Not-for-profit and nonprofit institutions (defined in FAR 31.107);

(C) Qualified nonprofit agencies employing people who are blind or severely disabled; and

(D) Any other entities not listed in Blocks B1 through B5.

(ii) Enter the subtotals for the number and dollar value of contracting actions (including modifications that will also be reported in Block B8) for—

(A) Block B6a, Simplified Acquisition Procedures (SAP).

(B) Block B6b, GSA Schedule Orders.

(C) Block B6c, Other Federal Schedule Orders.

(D) Block B6d, All Other Orders.

(E) Block B6e, Other Contracting Actions.

(7) BLOCK B7, TOTAL CONTRACTING ACTIONS.

(i) Add Blocks B1 through B6 and enter the totals in Block B7.

(ii) If directed by data collection point procedures, also enter the subtotals for the number and dollar value of contracting actions for—

(A) Block B7a, Simplified Acquisition Procedures, sum of sub-blocks 3a+4a+5a+6a.

(B) Block B7b, GSA Schedule Orders, sum of sub-blocks 3b+4b+5b+6b.

(C) Block B7c, Other Federal Schedule Orders, sum of sub-blocks 3c+4c+5c+6c.

(D) Block B7d, All Other Orders, sum of sub-blocks 3d+4d+5d+6d.

(E) Block B7e, Other Contracting Actions, sum of sub-blocks 3e+4e+5e+6e.

(8) BLOCK B8, TOTAL MODIFICATIONS EXCLUDING SIMPLIFIED ACQUISITION PROCEDURES. Enter the total number and dollar value of modification actions, excluding simplified acquisition procedures.

(e) *Section C, Extent Competed.*

(1) BLOCK C1, COMPETED.

(i) Enter the total number and dollar value of contracting actions which were competed.

(A) Include in Block C1—

(1) Actions not subject to Competition in Contracting Act (CICA) (see FAR 6.001) when at least two quotations or offers were received;

(2) Actions when competitive procedures were used to fulfill the requirement for full and open competition (FAR subpart 6.1);

(3) Actions when full and open competition was provided for after exclusion of source, to establish/maintain alternative sources or to set aside an acquisition exceeding the micro-purchase threshold for small business (FAR Subpart 6.2);

(4) Actions when statutory authorities for other than full and open competition (FAR subpart 6.3) were used and more than one offer was received, except as provided in paragraphs (e)(1)(i)(B) *(2)* and *(3)* of this subsection;

(5) Actions resulting from a contract awarded competitively before CICA (including two-step formal advertising);

(6) Orders/calls and modifications under a Federal schedule; and

(7) Section 8(a) awards competed under FAR 6.204.

(B) Do not include—

(1) Actions that meet the criteria for Section C, Block C2;

(2) Actions awarded under the authority of FAR 6.302–5(b) (2) or (4), authorized or required by statute (report these in Section C, Block C2); or

(3) Actions reported in Section B, Blocks B1 and B2, including actions with the Federal Prison Industries (UNICOR). These actions are treated as not available for competition in published competition reports.

(ii) Enter the subtotals for the number and dollar value of contracting actions for—

(A) Block C1a, Small Business Concerns;

(B) Block C1b, Large Business Concerns;

(C) Block C1c, Domestic or Foreign Entities Performing Outside the United States and Outlying Areas; and

(D) Block C1d, Educational, Nonprofit & Other.

(2) BLOCK C2, NOT AVAILABLE FOR COMPETITION.

(i) Enter the total number and dollar value of contracting actions which were not available for competition.

(A) Include in Block C2—

(1) Actions for brand name commercial products for authorized resale;

(2) Actions authorized or required by statute to be awarded to a specific source or through another agency in accordance with FAR 6.302–5(b) (2) or (4); e.g., actions with qualified nonprofit agencies employing people who are blind or severely disabled, and noncompetitive 8(a) actions;

(3) Actions (including modifications) at or below the micro-purchase threshold at FAR 2.101; and

(4) Other contract actions when the Director of Defense Procurement has determined that there is no opportunity for competition.

(B) do not include any actions reported in Section B, Blocks B1 or B2 (e.g., actions with regulated monopolies, actions under foreign military sales or international agreements, and actions with another Federal agency or Government corporation). These actions are treated as not available for competition in published competition reports.

(ii) Enter the subtotals for the number and dollar value of contracting actions for—

(A) Block C2a, Small Business Concerns;

(B) Block C2b, Large Business Concerns;

(C) Block C2c, Domestic or Foreign Entities Performing Outside the United States; and

(D) Block C2d, Educational, Nonprofit and Other.

(3) BLOCK C3, NOT COMPETED.

(i) Enter the total number and dollar value of contracting actions which were not competed, i.e., any actions not reported in Blocks B1 or B2. Do not include actions reported in Section B, Blocks B1 or B2. These actions are treated as not available for competition in published competition reports.

(ii) Enter the subtotals for the number and dollar value of actions for—

(A) Block C3a, Small Business Concerns;

(B) Block C3b, Large Business Concerns;

(C) Block C3c, Domestic or Foreign Entities Performing Outside the United States and Outlying Areas; and

(D) Block C3d, Educational, Nonprofit & Other.

(f) *Section D, Research, Development, Test, & Evaluation Actions. Do not include actions for supplies or services in support of RDT&E work that do not require the contractor to perform RDT&E.*

(1) BLOCK D1, SMALL BUSINESS. Enter the total number and dollar values of RDT&E actions with small business concerns.

(2) BLOCK D2, LARGE BUSINESS. Enter the total number and dollar value of RDT&E actions with large business concerns.

(3) BLOCK D3, DOMESTIC OR FOREIGN ENTITIES PERFORMING OUTSIDE THE UNITED STATES AND OUTLYING AREAS. Enter the total number and dollar value of RDT&E actions where the principal place of performance is outside the United States or outlying areas (see 204.670–1).

(4) BLOCK D4, HISTORICALLY BLACK COLLEGES & UNIVERSITIES OR MINORITY INSTITUTIONS (HBCU/MI). Enter the total number and dollar value of RDT&E actions with HBCUs or MIs.

(5) BLOCK D5, OTHER ENTITIES. Enter the total number and dollar value of RDT&E actions that were reported in Blocks D1 through D4.

(g) *Section E, Selected Socioeconomic Statistics.*

(1) BLOCK E1, SMALL BUSINESS (SB) SET-ASIDE.

(i) Enter the total number and dollar value of contracting actions which were small business set-aside actions, including awards to SDBs reported in Blocks E2c and E2d.

(ii) If the action is an emerging small business set-aside (FAR 19.1006(c)), use the most appropriate sub-block.

(iii) Enter the subtotals for the number and total dollar value of actions for—

(A) Block Ela, SB Set-aside Using Simplified Acquisition Procedures.

Enter actions pursuant to FAR 13.105(a).

(B) Block E1b, SB Set-Aside. Enter actions pursuant to FAR 19.502.

(2) BLOCK E2, SMALL DISADVANTAGED BUSINESS (SDB) ACTIONS.

(i) Enter the total number and dollar value of actions which were small disadvantaged business actions.

(ii) Enter the subtotals for the number and dollar value for—

(A) block E2a, Through SBA-Section 8(a). Enter actions with the Small Business Administration pursuant to Section 8(a) of the Small Business Act (FAR subpart 19.8).

(B) Block E2b, SDB Set-Aside/SDB Preference. Enter actions resulting from—

(1) A set-aside for small disadvantaged business (SDB) (219.502–2–70);

(2) Application for an SDB evaluation preference (subpart 219.70); or

(3) SDB preferential consideration (219.502–3).

(C) Block E2c, SB Set-aside Using Simplified Acquisition Procedures. Enter actions pursuant to FAR 13.105(a) when award is to an SDB, but a preference was not applied.

(D) Block E2d, SB Set-Aside. Enter actions under FAR 19.502 when award is to an SDB, but a preference was not applied nor was preferential consideration given.

(E) Block E2e, Other. Enter awards to SDB concerns when award is to an SDB not reported in Blocks E2a through E2d.

(3) BLOCK E3, WOMEN-OWNED SMALL BUSINESS. Enter total number and dollar value of contracting actions with women-owned small businesses (see FAR 19.3304(a)).

(4) BLOCK E4, HBCU/MI. Enter the total number and dollar value of contracting actions with NHCU/MIs pursuant to subpart 226.70.

(5) BLOCK E5, JWOD PARTICIPATING NONPROFIT AGENCIES. Enter the total number and dollar value of contracting actions with qualified nonprofit agencies employing people who are blind or severely disabled for supplies or services from the Procurement List pursuant to FAR subpart 8.7.

(6) BLOCK E6, EXEMPT FROM SMALL BUSINESS ACT REQUIREMENTS. Enter the total number and dollar value of contracting actions exempt from the set-aside requirements of the Small Business Act (see FAR 19.502–1).

(h) *Section F, Simplified Acquisition Procedures—Dollar Value Ranges.* Enter in each of the dollar ranges the total number and dollar value of contracting actions which used simplified acquisition procedures (FAR part 13). The total of Section F is normally the sum of Blocks B3a, B4a, B5a, and B6a.

(i) *Section G, Contingency Actions.* BLOCK G1, TOTAL ACTIONS.

(1) Enter the total number and dollar value of actions in support of a contingency operation (see 213.000). The numbers entered here are a breakout of the numbers already entered in Sections B and C.

(2) Enter the subtotals based on the instructions for completion of Section C for the number and dollar value of contracting actions for—

(i) Block G1a, Competed;

(ii) Block G1b, Not Available for Competition; and

(iii) Block G1c, Not Competed.

(j) *Section H, Remarks and Authentication.*

(1) BLOCK H1, REMARKS. Enter any remarks applicable to this report.

(2) Block H2, CONTRACTING OFFICER.

(i) Block H2a, Typed Name. Enter the name (last, first, middle initial) of the contracting officer or representative.

(ii) Block H2b, Signature. The person identified in Block H2a must sign.

(iii) Block H2c, Telephone Number. Enter the telephone number (with area code) of the person identified in Block H2a. Installations with Defense Switched Network (DSN) must enter their DSN number.

(3) BLOCK H3, DATE REPORT SUBMITTED. Enter the date that the DD Form 1057 is submitted. Enter four digits for the year, two digits for the month and two digits for the day. Use 01 through 12 for January through December. For example, enter January 2,2003, as 20030102.

[61 FR 51040, Sept. 30, 1996]

253.208 Required sources of supplies and services.

253.208–1 DD Form 448, Military Interdepartmental Purchase Request.

(a) Use the DD Form 448 as prescribed in subpart 208.70.

(b) Prepare MIPR information in uniform contract format when possible. Overprint of fixed repetitive information is authorized.

(c) *Instructions for completion of DD Form 448.* (1) BLOCK 5—MIPR Number. Number the MIPR by using—

(i) The requiring department identification code as prescribed in DoD

4000.25–6–M, Department of Defense Activity Address Directory (DoDAAD);

(ii) The last digit of the fiscal year; and

(iii) The number of the particular MIPR (numbered consecutively by the requiring activity).

(2) Block 6—Amend No. Assign a suffix number. Assign amendments of the same MIPR consecutive suffix numbers.

(3) *Block 9.* (i) Conduct interdepartmental screening of items in accordance with FAR 8.001. Requisition items which are available from stocks of other departments as follows:

(A) Obtain items within the scope of MILSTRIP (see DoD 4000.25–1–M, Military Standard Requisitioning and Issue Procedures (MILSTRIP)) by use of DD Form 1348 (Single Line Item Requisition System Document (Manual), DoD))/1348M (Single Line Item Requisition System Document, DoD (Mechanical)).

(B) Obtain items not covered by MILSTRIP using DD Form 1149, Requisition and Invoice/Shipping Document.

(C) If, after receipt of a MIPR, it is determined the requested items are available from stock, the acquiring department shall use the MIPR to obtain the item.

(ii) Normally restrict a MIPR to one major end item, including its required spare parts, ground support equipment, and similar related items. For other than major end items, limit MIPRs to items within a single Federal supply class when possible.

(4) *Block 10*—(i) *Delivery Schedules.* (A) The requiring department must clearly state the required time of delivery or performance in each MIPR, taking into consideration the normal administrative lead time of the particular commodity. Delivery and performance schedules on MIPRs must be realistic (see FAR 12.1). If the acquiring department cannot accept the delivery schedule in the MIPR, the acquiring department will note that on DD Form 448–2, Acceptance of MIPR. Changes in the requested delivery schedule must be made by MIPR amendment.

(B) When a short delivery schedule is mandatory, the requiring department shall mark the MIPR ''URGENT'' in bold letters and provide justification for the marking.

(ii) Requiring activities must provide MILSTRIP requisition data prescribed in appendix B of the MILSTRIP Manual for each line item which is to be delivered to each ''ship to'' address. Repetitive data applicable to all lines on the MIPR may be overprinted.

(iii) The requiring activity will furnish estimated weight, cube, and dimensions for each line item or a statement explaining why these data are not available.

(iv) The requiring activity shall include the name and telephone number of an individual who is thoroughly familiar with the MIPR, its attachments, and technical requirements.

(v) Prepare attachments to MIPRs in sufficient numbers so that each copy of a MIPR submitted to the acquiring department is complete with a copy of all attachments. ''Ship To and Mark For'' addresses in shipping instructions must include the clear text identification and DoDAAD code if assigned.

(5) *Block 12—transportation allotment.* Enter allotment data for transportation of supplies at Government expense if appropriate.

(6) *Block 13—mail invoices to.* Use this block to identify the name and address of the office to receive invoices and make payment. (i) Complete the block only if—

(A) The resulting contract is not to be paid by the Defense Contract Management Command or the Defense Finance Center; and

(B) The office to receive invoices and make payment is known at the time of preparation of the MIPR.

(ii) If payment is to be made by an office designated to receive invoices, also enter the DoDAAD code of that office.

(iii) If payment is to be made by an office other than the office to which the invoice is to be mailed, include the name, address, and DoDAAD code of the payment office as an attachment to the MIPR.

(iv) If multiple offices are to receive invoices and make payment, include the names and addresses of those offices as an attachment to the MIPR. Also include the DoDAAD code of each payment office.

(v) Whenever the payment office is included in an attachment, include a reference to the attachment in this block.

(vi) If the names and addresses of invoicing and payment offices are provided the acquiring department after submission of the MIPR, the requiring department also must provide the DoDAAD code for each payment office.

(7) *Block 14.* Enter allotment data for the acquisition of supplies. Enter each citation in Item 14 in the appropriate space as follows—

(i) *Accounting classification reference number (ACRN).* If the ACRN procedures of 204.7108 are used in the MIPR to relate allotment data to the MIPR item or delivery, enter the ACRN for each fund citation. (The acquiring department, when preparing the contract, is not required to use the ACRN assigned to a fund citation in the MIPR.)

(ii) *Appropriation.* Enter the ten positions as follows:

(A) First and second—Treasury Department number identifying the department or agency to which the appropriation applies or has been transferred.

(B) Third and fourth—Treasury Department number identifying the department or agency from which an appropriation has been transferred; leave blank if no transfer is involved.

(C) Fifth and sixth—Identify the appropriation fiscal year. For multiple-year appropriations, the fifth position shall be the last digit of the first year of availability, and the sixth position shall be the last digit of the final year of availability. For annual appropriations, the fifth position shall be blank, and the sixth position shall be the last digit of the fiscal year. For no-year (continuing) appropriations, the fifth position shall be blank, and the sixth position shall be ''X.''

(D) Seventh through tenth—Treasury Department appropriation serial number.

(iii) *Limit/Subhead.* Up to four characters; if less than four characters, leave empty spaces blank.

(iv) *Supplemental accounting classification data.* Not to exceed 36 characters. Enter in accordance with departmental or agency regulations.

(v) *Accounting station.* Enter the six character DoDAAD code of the accounting station (not used with Navy and Marine Corps funds).

(vi) *Amount.* Enter the amount for each fund citation if more than one allotment is cited.

(vii) *Additional citations.* If space is required for additional fund citations, include as an attachment and reference the attachment on the form.

(d) When preparing a MIPR amendment, always fill out the basic information in Blocks 1 through 8. Fill out only those other blocks which vary from the data shown on the basic MIPR or a prior amendment. Insert ''n/c'' in items where there is no change.

(e) Change of a disbursing office cited on a DoD funded MIPR does not require a MIPR amendment when the resultant contract is assigned for administration to the Defense Contract Management Command. The administrative contracting office may issue an administrative change order, copies of which will be provided to the contracting officer for transmittal to the requiring activity.

253.208–2 DD Form 448–2, Acceptance of MIPR.

(a) Use the DD Form 448–2 as prescribed in subpart 208.70.

(b) Instructions for completion of DD Form 448–2. (Complete only the applicable blocks.) (1) *Block 6.* Check the specific terms under which the MIPR is being accepted.

(2) *Block 7.* If any one of the MIPR line items is not accepted, check Block 7 and record the affected MIPR line item number and reason in Block 13.

(3) *Blocks 8 and 9.* Use Blocks 8 and 9 only—

(i) When Block 6c acceptance is indicated (indicate the MIPR line item numbers that will be provided under each method of financing in Blocks 8a and 9a, respectively); or

(ii) If quantities or estimated costs cited in a MIPR require adjustment (list the affected MIPR line item numbers together with the adjusted quantities or estimated costs in the columns provided under Blocks 8 and 9, as appropriate).

(4) *Block 10.* Whenever a MIPR is accepted in part or in total under Category II funding, forecast the estimated date of contract award.

(5) *Block 11.* Enter the total amount of funds required to fund the MIPR items, as accepted.

(6) *Block 12.* (i) Complete this block only in those cases where the amount recorded in Block 11 is not in agreement with the amount recorded in Block 5. This will serve either—

(A) As a request to the requiring department to issue a MIPR amendment to provide the additional funds; or

(B) Authority for the requiring department to withdraw the available excess funds.

(ii) When funds of two or more appropriations are involved, provide proper breakdown information in Block 13.

(7) *Block 13.* Use this block to record—

(i) Justification, by MIPR line item, for any additional funds required;

(ii) Explanation for rejection of MIPR whether in part or in total;

(iii) Appropriation and subhead data cited on the MIPR; and

(iv) Other pertinent data.

(c) Complete a DD Form 448–2 for all MIPR amendments involving an adjustment of funds or delivery schedule, or if requested by the requiring department.

(d) Unless otherwise agreed, provide the requiring department an original and three copies of each DD Form 448–2.

253.209 Contractor qualifications.

253.209–1 Responsible prospective contractors.

(a) *SF 1403, Preaward Survey of Prospective Contractor (General).* (i) The factors in Section III, Block 19, generally mean—

(A) *Technical capability.* An assessment of the prospective contractor's key management personnel to determine if they have the basic technical knowledge, experience, and understanding of the requirements necessary to produce the required product or provide the required service.

(B) *Production capability.* An evaluation of the prospective contractor's ability to plan, control, and integrate manpower, facilities, and other resources necessary for successful contract completion. This includes—

(*1*) An assessment of the prospective contractor's possession of, or the ability to acquire, the necessary facilities, material, equipment, and labor; and

(*2*) A determination that the prospective contractor's system provides for timely placement of orders and for vendor follow-up and control.

(C) *Quality assurance capability.* An assessment of the prospective contractor's capability to meet the quality assurance requirements of the proposed contract. It may involve an evaluation of the prospective contractor's quality assurance system, personnel, facilities, and equipment.

(D) *Financial capability.* A determination that the prospective contractor has or can get adequate financial resources to obtain needed facilities, equipment, materials, etc.

(E) *Accounting system and related internal controls.* An assessment by the auditor of the adequacy of the prospective contractor's accounting system and related internal controls as defined in 242.7501, Definition. Normally, a contracting officer will request an accounting system review when soliciting and awarding cost-reimbursement or incentive type contracts, or contracts which provide for progress payments based on costs or on a percentage or stage of completion.

(ii) The factors in section III, Block 20, generally mean—

(A) *Government property control.* An assessment of the prospective contractor's capability to manage and control Government property.

(B) *Transportation.* An assessment of the prospective contractor's capability to follow the laws and regulations applicable to the movement of Government material, or overweight, oversized, hazardous cargo, etc.

(C) *Packaging.* An assessment of the prospective contractor's ability to meet all contractual packaging requirements including preservation, unit pack, packing, marking, and unitizing for shipment.

(D) *Security clearance.* A determination that the prospective contractor's facility security clearance is adequate and current. (When checked, the surveying activity will refer this factor to

the Defense Investigative Service (DIS)).

(E) *Plant safety*. An assessment of the prospective contractor's ability to meet the safety requirements in the solicitation.

(F) *Environmental/energy consideration*. An evaluation of the prospective contractor's ability to meet specific environmental and energy requirements in the solicitation.

(G) *Flight operations and flight safety*. An evaluation of the prospective contractor's ability to meet flight operation and flight safety requirements on solicitations involving the overhaul and repair of aircraft.

(H) *Other*. If the contracting officer wants an assessment of other than major factors A–E and other factors A–G, check this factor. Explain the desired information in the Remarks sections.

[56 FR 36554, July 31, 1991, as amended at 60 FR 29504, June 5, 1995]

253.213 Small purchase and other simplified purchase procedures (SF's 18, 30, 44, 1165, OF's 347, 348).

(e) *OF 347 (10/83), Order for Supplies or Services, and OF 348 (10/83), Order for Supplies or Services-Schedule Continuation*. DoD uses the DD Form 1155, Order for Supplies or Services, instead of OF 347. DoD uses Optional Form 336, Continuation Sheet, instead of OF 348.

(i) Use the DD Form 1155 as prescribed in 213.505–2(b) and in accordance with the instructions at 253.213–70.

(ii) Use the OF 336, or a sheet of paper, as a continuation sheet for the DD Form 1155. Continuation sheets may be printed on the reverse of the DD Form 1155.

(iii) DD Form 1155c–1, Order for Supplies or Services (Commissary Continuation Sheet) may be used for commissary acquisitions.

253.213–70 Instructions for completion of DD Form 1155.

(a) These instructions are mandatory if—

(1) Contract administration has been assigned outside the purchasing office; or

(2) The contractor is located in the continental United States or Canada.

(b) The entity codes (address codes) referenced in this subsection are codes published in—

(1) *DoD Activity Address Directory (DODAAD), DoD 4000.25–6–M*.

(2) *Military Assistance Program Address Directory System (MAPAD), DoD 4000.25–8–M*.

(3) *Commercial and Government Entity (CAGE) Codes Handbook H4/H8*.

(c) For orders requiring payment in Canadian currency—

(1) State the contract price in terms of Canadian dollars, followed by the initials CN; e.g., $1,647.23CN.

(2) Indicate on the face of the order—

(i) The U.S./Canadian conversion rate in effect at the time of the award; and

(ii) The U.S. dollar equivalent of the Canadian dollar amount.

(d) When the DD Form 1155 includes FMS requirements, clearly mark FMS requirement on its face. Specify within the order each FMS case identifier code by line or subline item number.

(e) Instructions for DD Form 1155 entries. (Instructions apply to both purchase orders and delivery orders, except Block 2, which applies only to delivery orders, and Block 12, which applies only to purchase orders.)

BLOCK

1 Contract/Purch Order No.—

Enter the Procurement Instrument Identification (PII) number and, when applicable, the supplementary identification number for contracts and purchase orders as prescribed in subpart 204.70.

2 Delivery Order No.—

Enter PII number for delivery orders, when applicable, as prescribed in subpart 204.70.

3 Date of Order—

Enter the two position numeric year, three position alpha month, and two position numeric day.

4 Requisition/Purch Request No.—

Enter the number authorizing the purchase. When the number differs by line item, list it in the schedule and annotate this block, ''see schedule.''

5 Priority—

Enter the appropriate Program Identification Code as identified in Schedule I to the Defense Priorities and Allocations System Regulation.

6 Issued by—

Enter the name and address of the issuing office. In the code block, enter the DODAAD code for the issuing office. Directly below the address, enter: Buyer/Symbol: followed by the buyer's name and routing symbol. Directly below the buyer/symbol, enter: Phone: followed by the buyer's phone number and extension.

7 Administered by—

Enter the name and address of the contract administration activity. On purchase orders retained by purchasing offices for administration, mark this block, ''see block 6.'' Enter in the code block the DODAAD code of the contract administration activity. In the lower right or left-hand corner, enter the criticality designator code from FAR 42.1105.

8 Delivery FOB—

Check the applicable box.

9 Contractor—

(i) Enter the full business name and address of the contractor. Enter in the first code block, the CAGE code of the contractor.

(ii) If it is known that all the work covered by the order is to be performed at an address different from the address represented by the contractor's code, and any contract administration function will be required at that facility, enter in the facility code block the organizational entity code for that facility, i.e., H8–1/H8–2 code for a non-Government entity or DODAAD code for a Government entity. (Use DODAAD codes only to indicate ''performed at'' locations for orders specifying services at a Government location.) If it is known that multiple facilities are involved, enter the codes for all facilities at which work is to be performed, including the contractor's code if work is performed at that address, in the Optional Form 336 Continuation Sheet and mark the facility code block with ''see schedule.''

10 Deliver to FOB Point by (Date)—

If a single date of delivery applies to the entire order, enter date in this block. List multiple delivery dates in the schedule and mark this block ''see schedule.''

11 Mark if Business—

Check all applicable blocks.

12 Discount Terms—

Enter the discount for prompt payment in terms of percentages and corresponding days. Express the percentages in whole numbers and decimals, e.g., 3.25%—10 days; 0.50%—20 days.

13 Mail Invoices to—

Enter a reference to the block number containing the address to which invoices are to be mailed. When not in Blocks 6, 7, 14, or 15, insert in Block 13, ''see schedule.''

14 Ship to—

If a single ship-to point applies to the entire order, enter the name and address of that point in this block and a DODAAD code in the code block. For FMS shipments, enter the MAPAD code in the code block and an instruction for the contractor to contact the transportation office of the administering activity to obtain a name and shipping address. Enter multiple ship-to points in the schedule and mark this block, ''See Schedule.''

15 Payment Will be Made by—

Enter the name and address of the activity making payment. Enter in the code block, the DODAAD code of the paying activity.

16 Type of Order—

Check the appropriate box. If a purchase order:

(i) Identify the type of quotation, i.e., oral, letter or TWX, on which the order is based.

(ii) Check the box when acceptance of the purchase order is required and enter the number of copies of the order to be returned to the issuing office.

17 Accounting and Appropriation Data/Local Use—

Enter the accounting classification and the accounting classification reference number(s) in accordance with 204.7108.

BLOCK

18 Item No.—

Enter an item number for each item of supply or service in accordance with subpart 204.71.

19 Schedule of Supplies/Services—

The schedule contains several elements of data. The order and arrangement of data in the schedule is mandatory for purchase and delivery orders assigned to DCMC or the military departments for administration and is encouraged for all orders.

(1) *National Stock Number (NSN)*—

Total item quantity for the line or subline item number followed by the appropriate national stock number or the word ''none'' if an NSN has not been assigned. On the same line and adjacent to NSN, enter the words ''Total Item Quantity.'' This phrase is used in conjunction with the total quantity, unit of issue, unit price, and dollar amount of the stock number or item cited (see entries for Blocks 20, 21, 22, and 23).

(2) *Item Identification*—

Enter first the most descriptive noun or verb of the supplies or services to be furnished, supplemented by additional description as prescribed in FAR part 10. If multiple accounting classifications apply to the contract, enter the accounting classification reference number.

(3) *Quantity Variance*—

Enter the quantity variance permitted for the line item in terms of percentages, indicating whether the percentage is plus or minus and if applicable to each destination.

(4) *Inspection/Acceptance*—

Enter the point at which inspection/acceptance will take place.

(5) *Preservation and Packaging*—

Enter the preservation requirements for the item described. These requirements may be expressed in terms of MIL–STD–2073–1, DoD Material Procedures for Development and Application of Packaging Requirements, and MIL–STD–2073–2, Packaging Requirements, codes. They may also be expressed by reference to applicable specifications.

(6) *Packing*—

When required, enter the packing level designator and specification, standard, or document in which the requirements are stated or state the specific requirements.

(7) *Unitization*—

When desired by the requiring activity, a requirement for cargo unitization for a particular destination should be specified for shipments involving two or more shipping containers having an aggregate total of not less than 20 cubic feet or 200 pounds.

(8) *Ship To*—

Enter the DODAAD or MILSCAP H8–1/H8–2 (cage) as appropriate for the entity code of the ship-to point on the first line and the corresponding name and address on succeeding lines. If multiple accounting classifications apply to the same line or subline item, enter the accounting classification reference number. When several items are to be shipped to the same point, the code will be listed; but it will not be necessary to repeat the address.

(9) *Delivery Date*—

When multiple delivery dates apply, enter the required date of delivery on the same line with ship-to code.

(10) *Mark For*—

Enter the DODAAD or MILSCAP H8–1/H8–2 (cage) as appropriate for the entity code on the first line and name and address of the ultimate recipient of the supplies and services on succeeding lines.

20 Quantity Ordered/Accepted—

Enter the total quantity ordered for the line item. If applicable, enter the breakdown on quantities for each ship-to point within the line item.

21 Unit—

Enter the unit of measure applicable to the line item.

22 Unit Price—

Enter the unit price applicable to the line item.

23 Amount—

Enter the extended dollar amount (quantity x unit price) for each line item.

24 Contracting/Ordering Officer—

Enter the contracting/ordering officer's signature.

25 Total Amount—

Enter the total dollar amount for all line items on the order.

26 thru 42 These blocks are used in the receiving and payment functions. Procedures for making entries are prescribed by the respective departments.

[56 FR 36554, July 31, 1991, as amended at 61 FR 7751, Feb. 29, 1996]

253.215 Contracting by negotiation.

253.215–70 DD Form 1547, Record of Weighted Guidelines Application.

(a) Use the DD Form 1547 as prescribed in 215.970.

(b) *General instructions.* (1) Report amounts as they relate to the price of the contract action without regard to funding status (e.g., amounts obligated).

(2) Express all dollar values to the nearest whole value (e.g., $200,008.55=$200,009).

(3) Express all percentages to the nearest hundredth or thousandth as appropriate (e.g., interest rate—8.25% or 8.257%).

(4) If the contracting office is exempt from reporting to the DoD management information system on profit and fee statistics (see 215.975), do not complete Blocks 1, 4, 5, 6, 7, 8, 9, 10, 11, or 12.

(5) Report an option amount for additional quantities as a separate contract action when exercised.

(6) Even though fixed-price type contract actions are negotiated on the basis of total price, prepare the negotiation summary portion of the DD Form 1547 showing the contracting officer's best estimates of cost and profit.

(7) Ensure compliance with 215.871–5.

(8) For indefinite delivery-type contracts, prepare a consolidated DD Form 1547 for annual requirements expected to exceed $500,000.

(9) Prepare a consolidated DD Form 1547, if possible, when multiple profit rates apply to a single negotiation.

(c) *Specific instructions for completion of DD Form 1547*—(1) *Block 1—report no.* Enter the four-digit local control number followed by a dash and the last two digits of the fiscal year (e.g., 0004–90 for 4th action in fiscal year 1990). Each field contracting office participating in profit reporting shall establish a control system for consecutively numbering completed DD Forms 1547. Always start with 0001 at the beginning of each fiscal year and always use four digits. This number will identify the specific DD Form 1547 in DoD's management information system and will be used for follow-up actions.

(2) *Block 2—basic procurement instrument identification no.* Enter the identifying contract number assigned per 204.70 (Block B1A of the DD 350).

(3) *Block 3—SPIIN.* Enter the supplemental procurement instrument identification number for supplemental agreements or other modifications, assigned per 204.70, (Block B2 of the DD 350).

(4) *Block 4—date of action*—(i) *Year.* Enter the last two digits of the year the action was negotiated (e.g., 90 for 1990).

(ii) *Month.* Enter the two digit number for the month the action was negotiated (e.g., 09 for September).

(5) *Block 5—contracting office code.* Enter the code assigned the contracting office per DoD Procurement Coding Manual, Volume III, (Block A3 of the DD 350).

(6) *Block 6—name of contractor.* Enter the contractor's name (including division name), (Block B5D of the DD 350).

(7) *Block 7—DUNS number.* Enter the contractor establishment code number, (Block B5A of the DD 350).

(8) *Block 8—federal supply code.* Enter the code used in Block B12A of the DD 350.

(9) *Block 9—DOD claimant program.* Enter the code used in Block B12B of the DD 350.

(10) *Block 10—contract type code.* Enter the appropriate code—

Description	Code
FPR (all types)	A
FPI (all types)	L
FFP	J
FP(E)	K
CPFF	U
CPIF (all types)	V

(11) *Block 11—type effort.* Enter the appropriate code—

Description	Code
Manufacturing	1
Research and Development	2
Services	3

(12) *Block 12—use code.* Enter the appropriate code for use of the weighted guidelines method—

Description	Code
Standard weighted guidelines method (215.971)	2
Alternate performance risk, no facilities employed (215.971–2(c)(2))	1
Alternate facilities capital employed (215.971–4(c)(2))	3
Alternate structured approach (215.973)	4
Modified weighted guidelines approach (215.972)	5

(13) *Blocks 13 through 20—cost category objective.* Enter the prenegotiation objectives. Include contractor independent research and development/bid and proposal in the general and administrative expenses in Block 19.

(14) *Blocks 21 through 29—weighted guidelines profit factors.* Enter the amounts determined in 215.971 or 215.972. This section is not required to be completed when using an alternate structured approach (215.973).

(15) *Block 30—total profit objective.* Enter the total of Blocks 24, 25, 26, 28, and 29. This section is not required to be completed when using an alternate structured approach (215.973).

(16) *Blocks 31 through 35—negotiation summary.* Complete as indicated on the form. For fixed-price type contracts negotiated on a total price basis, enter the contracting officer's best estimates of cost and profit. When using an alternate structured approach, see 215.973(b)(2) for offsets.

(17) *Blocks 36 through 39—contracting officer approval.* The contracting officer shall sign the form. Include a complete (with area code) commercial telephone

number to facilitate any follow-up actions.

(18) *Blocks 96 through 99—optional use.* Complete in accordance with department/agency procedures, if any.

NOTE: Department of Defense Acquisition Forms are not published in the FEDERAL REGISTER or the Code of Federal Regulations. For the convenience of the user, the list set forth below includes section numbers, form numbers, and titles.

253.303–250 Material Inspection and Receiving Report.
253.303–250c Material Inspection and Receiving Report-Continuation Sheet.
253.303–250–1 Tanker/Barge Material Inspection and Receiving Report.
253.303–350 Individual Contracting Action Report.
253.303–375 Production Progress Report.
253.303–375c Production Progress Report (Continuation).
253.303–375–2 Delay in Delivery.
253.303–416 Purchase Request for Coal, Coke or Briquettes.
253.303–428 Communication Service Authorization.
253.303–448 Military Interdepartmental Purchase Request.
253.303–448–2 Acceptance of MIPR.
253.303–879 Statement of Compliance.
253.303–882 Report of Inventions and Subcontracts.
253.303–1057 Monthly Contracting Summary of Actions $25,000 or Less.
253.303–1114 Instructions for Use of Contract Termination Settlement and Inventory Schedule Forms.
253.303–1131 Cash Collection Voucher.
253.303–1149 Requisition and Invoice/Shipping Document.
253.303–1155 Order for Supplies or Services.
253.303–1155c–1 Order for Supplies or Services (Commissary Continuation Sheet).
253.303–1342 Property Record.
253.303–1348 Single Line Item Requisition System Document (Manual).
253.303–1348m Single Line Item Requisition System Document (Mechanical).
253.303–1348–1 Single Line Item Release/Receipt Document.
253.303–1384 Transportation Control and Movement Document.
253.303–1391 FY 19____ Military Construction Project Data.
253.303–1419 Industrial Plant Equipment Requisition.
253.303–1423 Contract Data Requirements List.
253.303–1423–1 Contract Data Requirements List (1 Data Item).
253.303–1423–2 Contract Data Requirements List (2 Data Items).
243.303–1425 Specifications and Standards Requisition.
253.303–1484 Post-Award Conference Record.
253.303–1507 Work Stoppage Report.
253.303–1513 United States Department of Defense Offer and Acceptance.
253.303–1535 Request/Approval for Authority to Advertise.
253.303–1547 Record of Weighted Guidelines Application.
253.303–1568 Labor Standards Investigation Summary Sheet.
253.303–1592 Contract Cross Reference Data.
253.303–1593 Contract Administration Completion Record.
253.303–1594 Contract Completion Statement.
253.303–1597 Contract Closeout Check-List.
253.303–1598 Contract Termination Status Report.
253.303–1635 Plant Clearance Case Register.
253.303–1637 Notice of Acceptance of Inventory Schedules.
253.303–1638 Report of Disposition of Contractor Inventory.
253.303–1639 Scrap Warranty.
253.303–1640 Request for Plant Clearance.
253.303–1641 Disposal Determination Approval.
253.303–1651 Industrial Equipment Modernization Program Post Analysis Report.
253.303–1653 Transportation Data for Solicitations.
253.303–1654 Evaluation of Transportation Cost Factors.
253.303–1659 Application for U.S. Government Shipping Documentation/Instructions.
253.303–1662 Property in the Custody of Contractors.
253.303–1664 Data Item Description.
253.303–1707 Information to Offerors or Quoters.
253.303–1851 Automation Equipment Requirement.
253.303–1861 Contract Facilities Capital Cost of Money.
253.303–1921 Cost Data Summary Report.
253.303–1921–1 Functional Cost-Hour Report.
253.303–2025 Packaging Change Recommendation/Approval.
253.303–2051 Request for Assignment of a Commercial and Government Entity (CAGE) Code.
253.303–2051–1 Request for Information/Verification of Commercial and Government Entity (CAGE) Code.
253.303–2139 Report of Contract Performance Outside the United States.
253.303–2222 Short Form Research Contract (SFRC) Modification.
253.303–2222–1 Representations and Certifications from Offerors Submitting Proposals Under DFARS 35.70.
253.303–2222–2 Short Form Research Contract Research Proposal Cover Page.
253.303–2579 Small Business Coordination Record.

253.303–2626 Performance Evaluation (Construction).
253.303–2631 Performance Evaluation (Architect-Engineer).

[56 FR 36554, July 31, 1991, as amended at 59 FR 27677, 27678, May 27, 1994; 60 FR 29504, June 5, 1995; 61 FR 7751, Feb. 29, 1996; 61 FR 18195, Apr. 24, 1996; 61 FR 51043, Sept. 30, 1996]

SUBCHAPTER I—AGENCY SUPPLEMENTARY REGULATIONS

APPENDIX A—ARMED SERVICES BOARD OF CONTRACT APPEALS

Sec.
Part 1—Charter
Part 2—Rules

AUTHORITY; 41 U.S.C. 421 and 48 CFR chapter 1.

ARMED SERVICES BOARD OF CONTRACT APPEALS

Approved 1 May 1962.
Revised 1 May 1969.
Revised 1 September 1973.
Revised 1 July 1979.

Part 1—Charter

1. There is created the Armed Services Board of Contract Appeals which is hereby designated as the authorized representative of the Secretary of Defense, the Secretary of the Army, the Secretary of the Navy and the Secretary of the Air Force, in hearing, considering and determining appeals by contractors from decisions of contracting officers or their authorized representatives or other authorities on disputed questions. These appeals may be taken (a) pursuant to the Contract Disputes Act of 1978 (41 U.S.C. Sec. 601, et seq.), (b) pursuant to the provisions of contracts requiring the decision by the Secretary of Defense or by a Secretary of a Military Department or their duly authorized representative or board, or (c) pursuant to the provisions of any directive whereby the Secretary of Defense or the Secretary of a Military Department has granted a right of appeal not contained in the contract on any matter consistent with the contract appeals procedure. The Board may determine contract disputes for other departments and agencies by agreement. The Board shall operate under general policies established or approved by the Under Secretary of Defense (Research and Engineering).

2. Membership of the Board shall consist of attorneys at law who have been qualified in the manner prescribed by the Contract Disputes Act of 1978. Members of the Board are hereby designated Administrative Judges. There shall be appointed from members of the Board a chairman and two or more vice-chairmen. Appointment of the chairman and vice-chairmen and other members of the Board shall be made by the Under Secretary of Defense (Research and Engineering) and the Assistant Secretaries of the Military Departments responsible for procurement. The chairman and vice-chairmen shall serve in that capacity for a two-year term unless sooner removed or reappointed for an additional term or terms. The Under Secretary will also designate the order in which the vice-chairmen will act for the chairman in his absence. In the absence of a vice-chairman, the chairman or acting chairman may designate a member of the Board to serve as a temporary vice-chairman.

3. It shall be the duty and obligation of the members of the Armed Services Board of Contract Appeals to decide appeals on the record of the appeal to the best of their knowledge and ability in accordance with applicable contract provisions and in accordance with law and regulation pertinent thereto.

4. The chairman of the Board shall be responsible for establishing appropriate divisions of the Board to provide for the most effective and expeditous handling of appeals. He shall be reponsible for assigning appeals to the divisions for decision without regard to the military department or other procuring agency which entered into the contract. A division may consist of one or more members of the Board. The chairman shall designate one member of each division as the division head. The division heads and the chairman and vice-chairmen shall constitute the senior deciding group of the Board. A majority of the members of a division or of the senior deciding group shall constitute a quorum for the transaction of the business of each, respectively. Decisions of the Board shall be by majority vote of the members of a division participating and the chairman and a vice-chairman, unless the chairman refers the appeal for decision by the senior deciding group. The decision of the Board in cases so referred to the senior deciding group shall be by majority vote of the participating members of that group. The chairman may refer an appeal of unusual difficulty, significant precedential importance, or serious dispute within the normal decision process for decision by the senior deciding group. An appeal involving $50,000 or less may be decided by a single member or fewer members of the Board than hereinbefore provided for cases of unlimited dollar amount, under accelerated or expedited procedures as provided in the Rules of the Board and the Contract Disputes Act of 1978.

5. The Board shall have all powers necessary and incident to the proper performance of its duties. Subject to the approval of the Under Secretary of Defense (Research and Engineering) and the Assistant Secretaries of the Military Departments responsible for procurement, the Board shall adopt its own methods of procedure, and rules and regulations for its conduct and for the preparation and presentation of appeals and issuance of opinions. The Military Departments and other procuring agencies shall provide

legal personnel to prepare and present the contentions of the departments or agencies in relation to appeals filed with the Board. It shall not be necessary for the Board, unless it otherwise desires, to communicate with more than one trial attorney in each of the departments or agencies concerning the preparation and presentation of appeals and the obtaining of all records deemed by the Board to be pertinent thereto.

6. Any member of the Board or any examiner, designated by the chairman, shall be authorized to hold hearings, examine witnesses, and receive evidence and argument for consideration and determination of the appeal by the designated division. A member of the Board shall have authority to administer oaths and issue subpoenas as specified in section 11 of the Contract Disputes Act of 1978. The chairman may request orders of the court in cases of contumacy or refusal to obey a subpoena in the manner prescribed in that section.

7. The chairman shall be responsible for the internal organization of the Board and for its administration. He shall provide within approved ceilings for the staffing of the Board with non-member personnel, including hearing examiners, as may be required for the performance of the functions of the Board. The chairman shall appoint a recorder of the Board. Such personnel shall be responsible to and shall function under the direction, supervision and control of the chairman.

8. The Board will be serviced by the Department of the Army for administrative support for its operations as required. Administrative support will include budgeting, funding, fiscal control, manpower control and utilization, personnel administration, security administration, supplies, and other administrative services. The Departments of the Army, Navy, Air Force and the Office of the Secretary of Defense will participate in financing the Board's operations on an equal basis and to the extent determined by the Assistant Secretary of Defense (Comptroller). The cost of processing appeals for departments and agencies other than those in the Department of Defense will be reimbursed.

9. The chairman of the Board will furnish the Secretary of Defense and to the Secretaries of the Military Departments by October 31 of each year a report containing an account of the Board's transactions and proceedings for the preceding fiscal year. Within 30 days following the close of a calendar quarter, the chairman shall forward a report of the Board's proceedings for the quarter to the Under Secretary of Defense (Research and Engineering), the Assistant Secretaries of the Military Departments responsible for procurement, and to the Director of the Defense Logistics Agency. Such reports shall disclose the number of appeals received, cases heard, opinions rendered, current reserve of pending matters, and such other information as may be required.

10. The Board shall have a seal bearing the following inscription: ''Armed Services Board of Contract Appeals.'' This seal shall be affixed to all authentications of copies of records and to such other instruments as the Board may determine.

11. This revised charter is effective April 21, 1980.

Approved:

W. Graham Claytor, Jr.
Deputy Secretary of Defense
Clifford L. Alexander, Jr.
Secretary of the Army
E. Hidalgo
Secretary of the Navy
Hans M. Mark
Secretary of the Air Force

Part 2—Rules

Approved 15 July 1963.
Revised 1 May 1969.
Revised 1 September 1973.
Revised 30 June 1980.

Preface

I. Jurisdiction for Considering Appeals

The Armed Services Board of Contract Appeals (referred to herein as the Board) shall consider and determine appeals from decisions of contracting officers pursuant to the Contract Disputes Act of 1978 Pub. L. 95–563, 41 U.S.C. 601–613) relating to contracts made by (i) the Departments of Defense, Army, Navy and Air Force or (ii) any other executive agency when such agency or the Administrator for Federal Procurement Policy has designated the Board to decide the appeal.

II. Location and Organization of the Board

(a) The Board's address is Skyline Six, 5109 Leesburg Pike, 7th Floor, Falls Church, VA 22041, telephone (202) 756–8500 (receptionist), 756–8502 (recorder).

(b) The Board consists of a chairman, two or more vice chairmen, and other members, all of whom are attorneys at law duly licensed by a state, commonwealth, territory, or the District of Columbia. Board members are designated Administrative Judges.

(c) There are a number of divisions of the Armed Services Board of Contract Appeals, established by the Chairman of the Board in such manner as to provide for the most effective and expeditious handling of appeals. The Chairman and a Vice Chairman of the Board act as members of each division. Appeals are assigned to the divisions for decision without regard to the military department or other procuring agency which entered into the contract involved. Hearing may be held by a designated member (Administrative Judge), or by a duly authorized examiner. Except for

appeals processed under the expedited or accelerated procedure, the decision of a majority of a division constitutes the decision of the Board, unless the chairman refers the appeal to the Board's Senior Deciding Group (consisting of the chairman, vice chairmen and all division heads), in which event a decision of a majority of that group constitutes the decision of the Board. Appeals referred to the Senior Deciding Group are those of unusual difficulty, significant precedential importance, or serious dispute within the normal division decision process. For decisions of appeals processed under the expedited or accelerated procedure, see rules 12.2(c) and 12.3(b).

Preliminary Procedures

1. *Appeals, How Taken.* (a) Notice of an appeal shall be in writing and mailed or otherwise furnished to the Board within 90 days from the date of receipt of a contracting officer's decision. A copy thereof shall be furnished to the contracting officer from whose decision the appeal is taken.

(b) Where the contractor has submitted a claim of $50,000 or less to the contracting officer and has requested a written decision within 60 days from receipt of the request, and the contracting officer has not done so, the contractor may file a notice of appeal as provided in subparagraph (a) above, citing the failure of the contracting officer to issue a decision.

(c) Where the contractor has submitted a properly certified claim over $50,000 to the contracting officer or has requested a decision by the contracting officer which presently involves no monetary amount pursuant to the Disputes clause, and the contracting officer has failed to issue a decision within a reasonable time, taking into account such factors as the size and complexity of the claim, the contractor may file a notice of appeal as provided in subparagraph (a) above, citing the failure of the contracting officer to issue a decision.

(d) Upon docketing of appeals filed pursuant to (b) or (c) hereof, the Board may, at its option, stay further proceedings pending issuance of a final decision by the contracting officer within such period of time as is determined by the Board.

(e) In lieu of filing a notice of appeal under (b) or (c) hereof, the contractor may request the Board to direct the contracting officer to issue a decision in a specified period of time, as determined by the Board, in the event of undue delay on the part of the contracting officer.

2. *Notice of Appeal, Contents of.* A notice of appeal should indicate that an appeal is being taken and should identify the contract (by number), the department and/or agency involved in the dispute, the decision from which the appeal is taken, and the amount in dispute, if known. The notice of appeal should be signed personally by the appellant (the contractor taking the appeal), or by the appellant's duly authorized representative or attorney. The complaint referred to in rule 6 may be filed with the notice of appeal, or the appellant may designate the notice of appeal as a complaint, if it otherwise fulfills the requirements of a complaint.

3. *Docketing of Appeals.* When a notice of appeal in any form has been received by the Board, it shall be docketed promptly. Notice in writing shall be given to the appellant with a copy of these rules, and to the contracting officer.

4. *Preparation, Content, Organization, Forwarding, and Status of Appeal File*— (a) *Duties of Contracting Officer*—Within 30 days of receipt of an appeal, or notice that an appeal has been filed, the contracting officer shall assemble and transmit to the Board an appeal file consisting of all documents pertinent to the appeal, including:

(1) The decision from which the appeal is taken;

(2) The contract, including pertinent specifications, amendments, plans and drawings;

(3) All correspondence between the parties relevant to the appeal, including the letter or letters of claim in response to which the decision was issued;

(4) Transcripts of any testimony taken during the course of proceedings, and affidavits or statements of any witnesses on the matter in dispute made prior to the filing of the notice of appeal with the Board; and

(5) Any additional information considered relevant to the appeal.

Within the same time above specified the contracting officer shall furnish the appellant a copy of each document he transmits to the Board, except those in subparagraph (a)(2) above. As to the latter, a list furnished appellant indicating specific contractual documents transmitted will suffice.

(b) *Duties of the Appellant*—Within 30 days after receipt of a copy of the appeal file assembled by the contracting officer, the appellant shall transmit to the Board any documents not contained therein which he considers relevant to the appeal, and furnish two copies of such documents to the government trial attorney.

(c) *Organization of Appeal File*—Documents in the appeal file may be originals or legible facsimiles or authenticated copies, and shall be arranged in chronological order where practicable, numbered sequentially, tabbed, and indexed to identify the contents of the file.

(d) *Lengthy Documents*—Upon request by either party, the Board may waive the requirement to furnish to the other party copies of bulky, lengthy, or out-of-size documents in the appeal file when inclusion would be burdensome. At the time a party files with the Board a document as to which such a waiver has been granted he shall notify the other

party that the document or a copy is available for inspection at the offices of the Board or of the party filing same.

(e) *Status of Documents in Appeal File*—Documents contained in the appeal file are considered, without further action by the parties, as part of the record upon which the Board will render its decision. However, a party may object, for reasons stated, to consideration of a particular document or documents reasonably in advance of hearing or, if there is no hearing, of settling the record. If such objection is made, the Board shall remove the document or documents from the appeal file and permit the party offering the document to move its admission as evidence in accordance with rules 13 and 20.

(f) Notwithstanding the foregoing, the filing of the rule 4 (a) and (b) documents may be dispensed with by the Board either upon request of the appellant in his notice of appeal or thereafter upon stipulation of the parties.

5. *Motions.* (a) Any motion addressed to the jurisdiction of the Board shall be promptly filed. Hearing on the motion shall be afforded on application of either party. However, the Board may defer its decision on the motion pending hearing on both the merits and the motion. The Board shall have the right at any time and on its own initiative to raise the issue of its jurisdiction to proceed with a particular case, and shall do so by an appropriate order, affording the parties an opportunity to be heard thereon.

(b) The Board may entertain and rule upon other appropriate motions.

6. *Pleadings*—(a) *Appellant*—Within 30 days after receipt of notice of docketing of the appeal, the appellant shall file with the Board an original and two copies of a complaint setting forth simple, concise and direct statements of each of its claims. Appellant shall also set forth the basis, with appropriate reference to contract provisions, of each claim and the dollar amount claimed, to the extent known. This pleading shall fulfill the generally recognized requirements of a complaint, although no particular form is required. Upon receipt of the complaint, the Board shall serve a copy of it upon the Government. Should the complaint not be received within 30 days, appellant's claim and appeal may, if in the opinion of the Board the issues before the Board are sufficiently defined, be deemed to set forth its complaint and the Government shall be so notified.

(b) *Government*—Within 30 days from receipt of the complaint, or the aforesaid notice from the Board, the Government shall prepare and file with the Board an original and two copies of an answer thereto. The answer shall set forth simple, concise and direct statements of Government's defenses to each claim asserted by appellant, including any affirmative defenses available. Upon receipt of the answer, the Board shall serve a copy upon appellant. Should the answer not be received within 30 days, the Board may, in its discretion, enter a general denial on behalf of the Government, and the appellant shall be so notified.

(c) A party who intends to raise an issue concerning the law of a foreign country shall give notice in his pleadings or other reasonable written notice. The Board, in determining foreign law, may consider any relevant material or source, including testimony, whether or not submitted by a party or admissible under Rules 11, 13 or 20. The determination of foreign law shall be treated as a ruling on a question of law.

7. *Amendments of Pleadings or Record.* The Board upon its own initiative or upon application by a party may order a party to make a more definite statement of the complaint or answer, or to reply to an answer. The Board may, in its discretion, and within the proper scope of the appeal, permit either party to amend its pleading upon conditions fair to both parties. When issues within the proper scope of the appeal, but not raised by the pleadings, are tried by express or implied consent of the parties, or by permission of the Board, they shall be treated in all respects as if they had been raised therein. In such instances, motions to amend the pleadings to conform to the proof may be entered, but are not required. If evidence is objected to at a hearing on the ground that it is not within the issues raised by the pleadings, it may be admitted within the proper scope of the appeal, provided, however, that the objecting party may be granted a continuance if necessary to enable it to meet such evidence.

8. *Hearing Election.* After filing of the Government's answer or notice from the Board that it has entered a general denial on behalf of the Government, each party shall advise whether it desires a hearing as prescribed in Rules 17 through 25, or whether it elects to submit its case on the record without a hearing, as prescribed in Rule 11.

9. *Prehearing Briefs.* Based on an examination of the pleadings, and its determination of whether the arguments and authorities addressed to the issues are adequately set forth therein, the Board may, in its discretion, require the parties to submit prehearing briefs in any case in which a hearing has been elected pursuant to Rule 8. If the Board does not require prehearing briefs either party may, in its discretion and upon appropriate and sufficient notice to the other party, furnish a prehearing brief to the Board. In any case where a prehearing brief is submitted, it shall be furnished so as to be received by the Board at least 15 days prior to the date set for hearing, and a copy shall simultaneously be furnished to the other party as previously arranged.

10. *Prehearing or Presubmission Conference.* (a) Whether the case is to be submitted pursuant to Rule 11, or heard pursuant to Rules 17 through 25, the Board may upon its own initiative, or upon the application of either party, arrange a telephone conference or call upon the parties to appear before an administrative judge or examiner of the Board for a conference to consider:

(1) Simplification, clarification, or severing of the issues;

(2) The possibility of obtaining stipulations, admissions, agreements and rulings on admissibility of docments, understandings on matters already of record, or similar agreements that will avoid unnecessary proof;

(3) Agreements and rulings to facilitate discovery;

(4) Limitation of the number of expert witnesses, or avoidance of similar cumulative evidence;

(5) The possibility of agreement disposing of any or all of the issues in dispute; and

(6) Such other matters as may aid in the disposition of the appeal.

(b) The administrative judge or examiner of the Board shall make such rulings and orders as may be appropriate to aid in the disposition of the appeal. The results of pretrial conferences, including any rulings and orders, shall be reduced to writing by the administrative judge or examiner and this writing shall thereater constitute a part of the record.

11. *Submission Without a Hearing.* Either party may elect to waive a hearing and to submit its case upon the record before the Board, as settled pursuant to Rule 13. Submission of a case without hearing does not relieve the parties from the necessity of proving the facts supporting their allegations or defenses. Affidavits, depositions, admissions, answers to interrogatories, and stipulations may be employed to supplement other documentary evidence in the Board record. The Board may permit such submissions to be supplemented by oral argument (transcribed if requested), and by briefs arranged in accordance with Rule 23.

12. *Optional SMALL CLAIMS (EXPEDITED) and ACCELERATED Procedures.* These procedures are available solely at the election of the appellant.

12.1 *Elections to Utilize SMALL CLAIMS (EXPEDITED) and ACCELERATED Procedures.* (a) In appeals where the amount in dispute is $10,000 or less, the appellant may elect to have the appeal processed under a SMALL CLAIMS (EXPEDITED) procedure requiring decision of the appeal, whenever possible, within 120 days after the Board receives written notice of the appellant's election to utilize this procedure. The details of this procedure appear in section 12.2 of this Rule. An appellant may elect the ACCELERATED procedure rather than the SMALL CLAIMS (EXPEDITED) procedure for any appeal eligible for the SMALL CLAIMS (EXPEDITED) procedure.

(b) In appeals where the amount in dispute is $50,000 or less, the appellant may elect to have the appeal processed under an ACCELERATED procedure requiring decision of the appeal, whenever possible, within 180 days after the Board receives written notice of the appellant's election to utilize this procedure. The details of this procedure appear in section 12.3 of this Rule.

(c) The appellant's election of either the SMALL CLAIMS (EXPEDITED) procedure or the ACCELERATED procedure may be made by written notice within 60 days after receipt of notice of docketing, unless such period is extended by the Board for good cause. The election may not be withdrawn except with permission of the Board and for good cause.

12.2 *The Small Claims (Expedited) Procedure.* (a) In cases proceeding under the SMALL CLAIMS (EXPEDITED) procedure, the following time periods shall apply:

(1) Within 10 days from the Government's first receipt from either the appellant or the Board of a copy of the appellant's notice of election of the SMALL CLAIMS (EXPEDITED) procedure, the Government shall send the Board a copy of the contract, the contracting officer's final decision, and the appellant's claim letter or letters, if any; remaining documents required under Rule 4 shall be submitted in accordance with times specified in that rule unless the Board otherwise directs.

(2) Within 15 days after the Board has acknowledged receipt of appellant's notice of election, the assigned administrative judge shall take the following actions, if feasible, in an informal meeting or a telephone conference with both parties: (i) Identify and simplify the issues; (ii) establish a simplified procedure appropriate to the particular appeal involved; (iii) determine whether either party wants a hearing, and if so, fix a time and place therefor; (iv) require the Government to furnish all the additional documents relevant to the appeal; and (v) establish an expedited schedule for resolution of the appeal.

(b) Pleadings, discovery, and other prehearing activity will be allowed only as consistent with the requirement to conduct the hearing on the date scheduled, or if no hearing is scheduled, to close the record on a date that will allow decisions within the 120-day limit. The Board, in its discretion, may impose shortened time periods for any actions prescribed or allowed under these rules, as necessary to enable the Board to decide the appeal within the 120-day limit, allowing whatever time, up to 30 days, that the Board considers necessary for the preparation of the decision after closing the record and the filing of briefs, if any.

(c) Written decision by the Board in cases processed under the SMALL CLAIMS (EXPEDITED) procedure will be short and contain only summary findings of fact and conclusions. Decisions will be rendered for the Board by a single administrative judge. If there has been a hearing, the administrative judge presiding at the hearing may, in the judge's discretion, at the conclusion of the hearing and after entertaining such oral arguments as deemed appropriate, render on the record oral summary findings of fact, conclusions, and a decision of the appeal. Whenever such an oral decision is rendered, the Board will subsequently furnish the parties a typed copy of such oral decision for record and payment purposes and to establish the starting date for the period for filing a motion for reconsideration under rule 29.

(d) A decision against the Government or the contractor shall have no value as precedent, and in the absence of fraud shall be final and conclusive and may not be appealed or set aside.

12.3 *The Accelerated Procedure.* (a) In cases proceeding under the Accelerated procedure, the parties are encouraged, to the extent possible consistent with adequate presentation of their factual and legal positions, to waive pleadings, discovery, and briefs. The Board, in its discretion, may shorten time periods prescribed or allowed elsewhere in these rules, including rule 4, as necessary to enable the Board to decide the appeal within 180 days after the Board has received the appellant's notice of election of the ACCELERATED procedure, and may reserve 30 days for preparation of the decision.

(b) Written decision by the Board in cases processed under the ACCELERATED procedure will normally be short and contain only summary findings of fact and conclusions. Decisions will be rendered for the Board by a single administrative judge with the concurrence of a vice chairman, or by a majority among these two and the chairman in case of disagreement. Alternatively, in cases where the amount in dispute is $10,000 or less as to which the ACCELERATED procedure has been elected and in which there has been a hearing, the single administrative judge presiding at the hearing may, with the concurrence of both parties, at the conclusion of the hearing and after entertaining such oral arguments as deemed appropriate, render on the record oral summary findings of fact, conclusions, and a decision of the appeal. Whenever such an oral decision is rendered, the Board will subsequently furnish the parties a typed copy of such oral decision for record and payment purposes, and to establish the starting date for the period of filing a motion for reconsideration under Rule 29.

12.4 *Motions for Reconsideration in Rule 12 Cases.* Motions for Reconsideration of cases decided under either the SMALL CLAIMS (EXPEDITED) procedure or the ACCELERATED procedure need not be decided within the original 120-day or 180-day limit, but all such motions shall be processed and decided rapidly so as to fulfill the intent of this Rule.

13. *Settling the Record.* (a) The record upon which the Board's decision will be rendered consists of the documents furnished under Rules 4 and 12, to the extent admitted in evidence, and the following items, if any: pleadings, prehearing conference memoranda or orders, prehearing briefs, depositions or interrogatories received in evidence, admissions, stipulations, transcripts of conferences and hearings, hearing exhibits, posthearing briefs, and documents which the Board has specifically designated be made a part of the record. The record will, at all reasonable times, be available for inspection by the parties at the office of the Board.

(b) Except as the Board may otherwise order in its discretion, no proof shall be received in evidence after completion of an oral hearing or, in cases submitted on the record, after notification by the Board that the case is ready for decision.

(c) The weight to be attached to any evidence of record will rest within the sound discretion of the Board. The Board may in any case require either party, with appropriate notice to the other party, to submit additional evidence on any matter relevant to the appeal.

14. *Discovery—Depositions*—(a) *General Policy and Protective Orders*—The parties are encouraged to engage in voluntary discovery procedures. In connection with any deposition or other discovery procedure, the Board may make any order required to protect a party or person from annoyance, embarrassment, or undue burden or expense. Those orders may include limitations on the scope, method, time and place for discovery, and provisions for protecting the secrecy of confidential information or documents.

(b) *When Depositions Permitted*—After an appeal has been docketed and complaint filed, the parties may mutually agree to, or the Board may, upon application of either party, order the taking of testimony of any person by deposition upon oral examination or written interrogatories before any officer authorized to administer oaths at the place of examination, for use as evidence or for purpose of discovery. The application for order shall specify whether the purpose of the deposition is discovery or for use as evidence.

(c) *Orders on Depositions*—The time, place, and manner of taking depositions shall be as mutually agreed by the parties, or failing such agreement, governed by order of the Board.

(d) *Use as Evidence*—No testimony taken by depositions shall be considered as part of the evidence in the hearing of an appeal until

such testimony is offered and received in evidence at such hearing. It will not ordinarily be received in evidence if the deponent is present and can testify at the hearing. In such instances, however, the deposition may be used to contradict or impeach the testimony of the deponent given at the hearing. In cases submitted on the record, the Board may, in its discretion, receive depositions to supplement the record.

(e) *Expenses*—Each party shall bear its own expenses associated with the taking of any deposition.

(f) *Subpoenas*—Where appropriate, a party may request the issuance of a subpoena under the provisions of Rule 21.

15. *Interrogatories to Parties, Admission of Facts, and Production and Inspection of Documents.* After an appeal has been docketed and complaint filed with the Board, a party may serve on the other party: (a) Written interrogatories to be answered separately in writing, signed under oath and answered or objected to within 45 days after service; (b) a request for the admission of specified facts and/or the authenticity of any documents, to be answered or objected to within 45 days after service; the factual statements and the authenticity of the documents to be deemed admitted upon failure of a party to respond to the request; and (c) a request for the production, inspection and copying of any documents or objects not privileged, which reasonably may lead to the discovery of admissible evidence, to be answered or objected to within 45 days after service. The Board may allow a shorter or longer time. Any discovery engaged in under this Rule shall be subject to the provisions of Rule 14(a) with respect to general policy and protective orders, and of Rule 35 with respect to sanctions.

16. *Service of Papers Other Than Subpoenas.* Papers shall be served personally or by mail, addressed to the party upon whom service is to be made. Copies of complaints, answers and briefs shall be filed directly with the Board. The party filing any other paper with the Board shall send a copy thereof to the opposing party, noting on the paper filed with the Board that a copy has been so furnished. Subpoenas shall be served as provided in Rule 21.

Hearings

17. *Where and When Held.* Hearings will be held at such places determined by the Board to best serve the interests of the parties and the Board. Hearings will be scheduled at the discretion of the Board with due consideration to the regular order of appeals, Rule 12 requirements, and other pertinent factors. On request or motion by either party and for good cause, the Board may, in its discretion, adjust the date of a hearing.

18. *Notice of Hearings.* The parties shall be given at least 15 days notice of the time and place set for hearings. In scheduling hearings, the Board will consider the desires of the parties and the requirement for just and inexpensive determination of appeals without unnecessary delay. Notices of hearings shall be promptly acknowledged by the parties.

19. *Unexcused Absence of a Party.* The unexcused absence of a party at the time and place set for hearing will not be occasion for delay. In the event of such absence, the hearing will proceed and the case will be regarded as submitted by the absent party as provided in Rule 11.

20. *Hearings: Nature, Examination of Witnesses*—(a) *Nature of Hearings*—Hearings shall be as informal as may be reasonable and appropriate under the circumstances. Appellant and the Government may offer such evidence as they deem appropriate and as would be admissible under the Federal Rules of Evidence or in the sound discretion of the presiding administrative judge or examiner. Stipulations of fact agreed upon by the parties may be regarded and used as evidence at the hearing. The parties may stipulate the testimony that would be given by a witness if the witness were present. The Board may require evidence in addition to that offered by the parties.

(b) *Examination of Witnesses*—Witnesses before the Board will be examined orally under oath or affirmation, unless the presiding administrative judge or examiner shall otherwise order. If the testimony of a witness is not given under oath, the Board may advise the witness that his statements may be subject to the provisions of title 18, United States Code, sections 287 and 1001, and any other provision of law imposing penalties for knowingly making false representations in connection with claims against the United States or in any matter within the jurisdiction of any department or agency thereof.

21. *Subpoenas*—(a) *General*—Upon written request of either party filed with the recorder, or on his own initiative, the administrative judge to whom a case is assigned or who is otherwise designated by the chairman may issue a subpoena requiring:

(i) Testimony at a deposition—the deposing of a witness in the city or county where he resides or is employed or transacts his business in person, or at another location convenient for him that is specifically determined by the Board;

(ii) Testimony at a hearing—the attendance of a witness for the purpose of taking testimony at a hearing; and

(iii) Production of books and papers—in addition to (i) or (ii), the production by the witness at the deposition or hearing of books and papers designated in the subpoena.

(b) *Voluntary Cooperation*—Each party is expected (i) to cooperate and make available witnesses and evidence under its control as

requested by the other party, without issuance of a subpoena, and (ii) to secure voluntary attendance of desired third-party witnesses and production of desired third-party books, papers, documents, or tangible things whenever possible.

(c) *Requests for Subpoenas*—(1) A request for subpoena shall normally be filed at least:

(i) 15 days before a scheduled deposition where the attendance of a witness at a deposition is sought; or

(ii) 30 days before a scheduled hearing where the attendance of a witness at a hearing is sought.

In its discretion the Board may honor requests for subpoenas not made within these time limitations.

(2) A request for a subpoena shall state the reasonable scope and general relevance to the case of the testimony and of any books and papers sought.

(d) *Requests to Quash or Modify*—Upon written request by the person subpoenaed or by a party, made within 10 days after service but in any event not later than the time specified in the subpoena for compliance, the Board may (i) quash or modify the subpoena if it is unreasonable and oppressive or for other good cause shown, or (ii) require the person in whose behalf the subpoena was issued to advance the reasonable cost of producing subpoenaed books and papers. Where circumstances require, the Board may act upon such a request at any time after a copy has been served upon the opposing party.

(e) *Form; Issuance*—(1) Every subpoena shall state the name of the Board and the title of the appeal, and shall command each person to whom it is directed to attend and give testimony, and if appropriate, to produce specified books and papers at a time and place therein specified. In issuing a subpoena to a requesting party, the administrative judge shall sign the subpoena and may, in his discretion, enter the name of the witness and otherwise leave it blank. The party to whom the subpoena is issued shall complete the subpoena before service.

(2) Where the witness is located in a foreign country, a letter rogatory or subpoena may be issued and served under the circumstances and in the manner provided in 28 U.S.C. 1781–1784.

(f) *Service*—(1) The party requesting issuance of a subpoena shall arrange for service.

(2) A subpoena requiring the attendance of a witness at a deposition or hearing may be served at any place. A subpoena may be served by a United States marshal or deputy marshal, or by any other person who is not a party and not less than 18 years of age. Service of a subpoena upon a person named therein shall be made by personally delivering a copy to that person and tendering the fees for one day's attendance and the mileage provided by 28 U.S.C. 1821 or other applicable law; however, where the subpoena is issued on behalf of the Government, money payments need not be tendered in advance of attendance.

(3) The party at whose instance a subpoena is issued shall be responsible for the payment of fees and mileage of the witness and of the officer who serves the subpoena. The failure to make payment of such charges on demand may be deemed by the Board as a sufficient ground for striking the testimony of the witness and the books or papers the witness has produced.

(g) *Contumacy or Refusal to Obey a Subpoena*—In case of contumacy or refusal to obey a subpoena by a person who resides, is found, or transacts business within the jurisdiction of a United States District Court, the Board will apply to the Court through the Attorney General of the United States for an order requiring the person to appear before the Board or a member thereof to give testimony or produce evidence or both. Any failure of any such person to obey the order of the Court may be punished by the Court as a contempt thereof.

22. *Copies of Papers.* When books, records, papers, or documents have been received in evidence, a true copy thereof or of such part thereof as may be material or relevant may be substituted therefor, during the hearing or at the conclusion thereof.

23. *Post-Hearing Briefs.* Post-hearing briefs may be submitted upon such terms as may be directed by the presiding administrative judge or examiner at the conclusion of the hearing.

24. *Transcript of Proceedings.* Testimony and argument at hearings shall be reported verbatim, unless the Board otherwise orders. Waiver of transcript may be especially suitable for hearings under Rule 12.2. Transcripts of the proceedings shall be supplied to the parties at such rates as may be established by contract between the Board and the reporter, provided that ordinary copy of transcript shall be supplied to the appellant at an amount no greater than the cost of duplication.

25. *Withdrawal of Exhibits.* After a decision has become final the Board may, upon request and after notice to the other party, in its discretion permit the withdrawal of original exhibits, or any part thereof, by the party entitled thereto. The substitition of true copies of exhibits or any part thereof may be required by the Board in its discretion as a condition of granting permission for such withdrawal.

Representation

26. *The Appellant.* An individual appellant may appear before the Board in person, a corporation by one of its officers; and a partnership or joint venture by one of its members; or any of these by an attorney at law duly licensed in any state, commonwealth, territory, the District of Columbia, or in a

foreign country. An attorney representing an appellant shall file a written notice of appearance with the Board.

27. *The Government.* Government counsel may, in accordance with their authority, represent the interest of the Government before the Board. They shall file notices of appearance with the Board, and notice thereof will be given appellant or appellant's attorney in the form specified by the Board from time to time.

Decisions

28. *Decisions.* (a) Decisions of the Board will be made in writing and authenticated copies of the decision will be forwarded simultaneously to both parties. The rules of the Board and all final orders and decisions (except those required for good cause to be held confidential and not cited as precedents) shall be open for public inspection at the offices of the Board. Decisions of the Board will be made solely upon the record, as described in Rule 13.

(b) Any monetary award to a contractor by the Board shall be promptly paid in accordance with the procedures provided by section 1302 of the Act of July 27, 1956 (70 Stat. 694, as amended; 31 U.S.C. 724a). To assure prompt payment the Recorder will forward a waiver form to each party with the decision. If the parties do not contemplate an appeal or motion for reconsideration, they will execute waivers which so state, and return them to the Recorder. The Recorder will forward the waivers and a certified copy of the award decision to the General Accounting Office for certification for payment.

Motion for Reconsideration

29. *Motion for Reconsideration.* A motion for reconsideration may be filed by either party. It shall set forth specifically the grounds relied upon to sustain the motion. The motion shall be filed within 30 days from the date of the receipt of a copy of the decision of the Board by the party filing the motion.

Suspensions, Dismissals and Defaults: Remands

30. *Suspensions; Dismissal Without Prejudice.* The Board may suspend the proceedings by agreement of counsel for settlement discussions, or for good cause shown. In certain cases, appeals docketed before the Board are required to be placed in a suspense status and the Board is unable to proceed with disposition thereof for reasons not within the control of the Board. Where the suspension has continued, or may continue, for an inordinate length of time, the Board may, in its discretion, dismiss such appeals from its docket without prejudice to their restoration when the cause of suspension has been removed. Unless either party or the Board acts within three years to reinstate any appeal dismissed without prejudice, the dismissal shall be deemed with prejudice.

31. *Dismissal or Default for Failure to Prosecute or Defend.* Whenever a record discloses the failure of either party to file documents required by these rules, respond to notices or correspondence from the Board, comply with orders of the Board, or otherwise indicates an intention not to continue the prosecution or defense of an appeal, the Board may, in the case of a default by the appellant, issue an order to show cause why the appeal should not be dismissed or, in the case of a default by the Government, issue an order to show cause why the Board should not act thereon pursuant to Rule 35. If good cause is not shown, the Board may take appropriate action.

32. *Remand from Court.* Whenever any court remands a case to the Board for further proceedings, each of the parties shall, within 20 days of such remand, submit a report to the Board recommending procedures to be followed so as to comply with the court's order. The Board shall consider the reports and enter special orders governing the handling of the remanded case. To the extent the court's directive and time limitations permit, such orders shall conform to these rules.

Time, Computation and Extensions

33. *Time, Computation and Extensions.* (a) Where possible, procedural actions should be taken in less time than the maximum time allowed. Where appropriate and justified, however, extensions of time will be granted. All requests for extensions of time shall be in writing.

(b) In computing any period of time, the day of the event from which the designated period of time begins to run shall not be included, but the last day of the period shall be included unless it is a Saturday, Sunday, or a legal holiday, in which event the period shall run to the end of the next business day.

Ex Parte Communications

34. *Ex parte Communications.* No member of the Board or the Board's staff shall entertain, nor shall any person directly or indirectly involved in an appeal, submit to the Board or the Board's staff, off the record, any evidence, explanation, analysis, or advice, whether written or oral, regarding any matter at issue in an appeal. This provision does not apply to consultation among Board members or to ex parte communications concerning the Board's administrative functions or procedures.

Sanctions

35. *Sanctions.* If any party fails or refuses to obey an order issued by the Board, the Board may then make such order as it considers

necessary to the just and expeditious conduct of the appeal.

Effective Date and Applicability

36. *Effective Date.* These rules shall apply (i) mandatorily, to all appeals relating to contracts entered into on or after 1 March 1979, and (ii) at the contractor's election, to appeals relating to earlier contracts, with respect to claims pending before the contracting officer on 1 March 1979 or initiated thereafter.

Pursuant to the Charter of the Armed Services Board of Contract Appeals, the attached rules are hereby approved for use and application to appeals to the Armed Services Board of Contract Appeals under the Contract Disputes Act of 1978.

(signed) William J. Perry (30 JUN 1980),
Under Secretary of Defense for Research and Engineering.
(signed) Percy A. Pierre,
Assistant Secretary of the Army (Research, Development and Acquisition).
(signed) J.A. Doyle,
Assistant Secretary of the Navy (Manpower, Reserve Affairs and Logistics).
(signed) Eugene H. Kopf,
(Acting) Assistant Secretary of the Air Force (Research, Development and Logistics).

[56 FR 36572, July 31, 1991, as amended at 58 FR 37868, July 14, 1993]

APPENDIX B—COORDINATED ACQUISITION ASSIGNMENTS

Part 1—Army Assignments

Part 2—Navy Assignments

Part 3—Air Force Assignments

Part 4—Defense Logistics Agency Assignments

Part 5—Defense Special Weapons Agency Assignments

Part 6—General Services Administration Assignments

AUTHORITY; 41 U.S.C. 421 and 48 CFR chapter 1.

PART 1—ARMY ASSIGNMENTS

Federal supply class code	Commodity
	Electronic Equipment.
	Each department is assigned acquisition responsibility for those items which the department either designed or for which it sponsored development. See FSC 5821 under Navy listings for assignment of certain commercially developed radio sets (i.e., developed without the use of Government funds).
1005 P [1]	Guns, through 30mm.
	This partial assignment applies to guns, through 30mm, and parts and equipment therefor, as listed in Department of Army Supply Manuals/Catalogs. It does not apply to Navy ordnance type guns; MK 11 and MK 12, 20mm gun; and aircraft gun mounts.
1010 P [1]	Guns, over 30mm up to 75mm.
	This partial assignment applies to guns, over 30mm and up to 75mm, and parts and equipment therefor, as listed in Department of the Army Supply Manuals/Catalogs. It does not apply to Naval ordnance type guns and aircraft gun mounts.
1015 P [1]	Guns, 75mm through 125mm.
	This partial assignment applies to guns, 75mm through 125mm, and parts and equipment therefor, as listed in Department of Army Supply Manuals/Catalogs. It does not apply to Naval ordnance type guns.
1020 P [1]	Guns over 125mm through 150mm.
1025 P [1]	Guns over 150mm through 200mm.
1030 P [1]	Guns over 200mm through 300mm.
1035 P [1]	Guns over 300mm.
	These partial assignments apply to guns, over 125mm, and parts and equipment therefor, as listed in Department of Army Supply Manuals/ Catalogs. They do not apply to Naval ordnance type guns.
1040	Chemical Weapons and Equipment.
1055 P [1]	Launchers, Rocket and Pyrotechnic.
	This partial assignment applies to launchers, rocket and pyrotechnic, as listed in Department of Army Supply Manuals/Catalogs. It does not apply to Naval ordnance type and airborne type, with the exception of 2.75 inch rocket launchers which are included in this partial FSC assignment to the Department of the Army.
1090 P	Assemblies Interchangeable Between Weapons in Two or More Classes.
	This partial assignment applies to the following items:
	National stock number nomenclature.
	1090–563–7232 Staff Section, Class.
	1090–699–0633 Staff Section.
	1090–796–8760 Power Supply.
	1090–885–8451 Wrench Corrector.
	1090–986–9707 Reticle Assembly.
1095 P [1]	Miscellaneous Weapons.
	This partial assignment applies to miscellaneous weapons, and parts and equipment therefor, as listed in Department of Army Supply Manuals/Catalogs. It does not apply to Naval ordnance type; line throwing guns (which are under DoD Coordinated Acquisition assignment to the Department of the Navy); and aircraft type miscellaneous weapons.
1210 P [1]	Fire Control Directors.
1220 P [1]	Fire Control Computing Sights and Devices.
1230 P [1]	Fire Control Systems, Complete.
1240 P [1]	Optical Sighting and Ranging Equipment.
1250 P [1]	Fire Control Stabilizing Mechanisms.
1260 P [1]	Fire Control Designating and Indicating Equipment.
1265 P [1]	Fire Control Transmitting and Receiving Equipment, Except Airborne.

NOTE: (''P'' after the FSC number indicates a partial FSC assignment)

Federal supply class code	Commodity
1285 P [1]	Fire Control Radar Equipment, Except Airborne.
1290 P [1]	Miscellaneous Fire Control Equipment. The above nine partial FSC assignments apply to fire control equipment, as listed in Department of the Army Supply Manuals/Catalogs. They do not apply to Naval ordnance type and aircraft type.
1305 P [1]	Ammunition, through 30mm. This partial assignment applies to ammunition through 30mm as listed in Department of Army Supply Manuals/Catalogs. It does not apply to Naval ordnance type and ammunition for the MK 11 and MK 12, 20mm gun.
1310 P [1]	Ammunition, over 30mm up to 75mm. This partial assignment applies to ammunition, over 30mm up to 75mm, as listed in Department of Army Supply Manuals/Catalogs. It does not apply to Naval ordnance type and to 40mm ammunition (which is under DoD Coordinated Acquisition assignment to the Navy). The Army is responsible for the acquisition of fillers and the loading, assembling, and packing of toxicological, incapacitating riot control, smoke and incendiary munitions.
1315 P [1]	Ammunition, 75mm through 125mm. This partial assignment applies to ammunition, 75mm through 125mm, as listed in Department of Army Supply Manuals/Catalogs. It does not apply to Naval ordnance type. The Army is responsible for the acquisition of fillers and the loading, assembling, and packing of toxicological, incapacitating riot control, smoke and incendiary munitions.
1320 P [1]	Ammunition, over 125mm. This partial assignment applies to ammunition over 125mm, as listed in Department of Army Supply Manuals/Catalogs. It does not apply to Naval ordnance type. The Army is responsible for the acquisition of fillers and the loading, assembling, and packing of toxicological, incapacitating riot control, smoke and incendiary munitions.
1325 P	Bombs. This partial assignment applies to bombs as listed in Department of Army Supply Manuals/Catalogs. It does not apply to Navy assigned bombs as shown in list of assignments to the Navy; however, the Department of the Army is responsible for the acquisition of fillers and the loading, assembling, and packing of toxicological, incapacitating riot control, smoke and incendiary munitions, and for other loading, assembling, and packing in excess of Navy owned capacity.
1330	Grenades.
1340 P	Rockets and Rocket Ammunition. This partial assignment applies to: 66mm Rocket, HEAT, M72. 2.75'' Rocket FFAR, Service and Practice. Heads MK5 and Mods (HEAT). HE, M151. HE, XM229 (17 lb Warhead) HE, XM157 (Spotting Red). HE, XM158 (Spotting Yellow). MK61 Practice (5 lb Slug). XM230 Practice (10 lb). Motors MK4 and Mods (High Performance Aircraft). MK40 and Mods (Low Performance Aircraft). 3.5 inch Rocket Heat, M35. Practice, M36. Smoke, WP, M30. 4.5 inch Motor, Drill, M24. HE, M32. Practice, M33. Incendiary and toxicological rockets, as listed in Army Supply Bulletins. It does not apply to Navy assigned rockets as shown in the list of assignments to the Navy. However, the Department of the Army is responsible for acquisition of filler and for filling of all smoke and toxicological rockets.
1345	Land Mines.
1365	Military Chemical Agents.
1370 P	Pyrotechnics. This partial assignment does not apply to shipboard and aircraft pyrotechnics.
1375 P	Demolition Materials. This partial assignment applies to Blasting Agents and supplies such as: Bangalore torpedo. Blocks, demolition. Caps, blasting, electric and non-electric. Charge, cratering. Charge, shaped and demolition. Chests, demolition platoon and squad. Cord detonating. Demolition equipment sets, with ancillary items. Detonators, all types. Dynamite. Firing devices. Fuze, safety. Kit, demolition. Lighter, fuse. Machine, blasting. Primer, percussion cap. It does not apply to Navy underwater demolition requirements.
1376 P	Bulk Explosives. This partial assignment applies to solid propellants and explosives such as: Ammonium Picrate (Explosive D) JAN–A–166A. Trinitrotoluene (TNT) MIL–T–248A. Tetryl JAN–T–339. Pantaerythrite Tetranitrate (PETN) JAN–P–387. RDX. Composition B. Composition B–3. Pentolite, 50. Composition C–3. Composition A–3. Composition A–4. Nitroguanidine (Picrate). It does not apply to production capacity for any of the above listed explosives at the U.S. Naval Propellant Plant, Indian Head, Maryland.
1377 P	Cartridge and Propellant Actuated Devices and Components. This partial assignment is reserved pending Services agreement as to items to be included in the assignment.
1380	Military Biological Agents.
1390 P [1]	Fuzes and Primers.

Federal supply class code	Commodity
	This partial assignment applies to Fuzes and Primers for Army assigned ammunition. It does not apply to Naval ordnance type, which is under DoD Coordinated Acquisition assignment to the Department of the Navy; and guided missile fuzes.
2210	Locomotives.
2220	Rail Cars.
2240	Locomotive and Rail Car Accessories and Components.
2250	Track Materials, Railroad.
2310 P	Passenger Motor Vehicles.
2320 P	Trucks and Truck Tractors.
	These two partial assignments apply to tactical vehicles and the following types of vehicles:
	Bus, convertible to ambulance.
	Truck, 4×4, convertible to ambulance
	Truck 4×4, dump, 9,000 GVW, with cut-down cab.
	These assignments do not apply to tracked landing vehicles which are not under DoD Coordinated Acquisition assignment, and airport crash rescue vehicles, which are under DoD Coordinated Acquisition assignment to the Department of the Air Force. With the exception of the types enumerated above, these assignments do not apply to commercial, non-tactical, passenger carrying vehicles and trucks which are assigned for DoD Coordinated Acquisition to the General Services Administration.
2330 P	Trailers.
	This partial assignment does not apply to two wheel lubrication trailers, two wheel steam cleaning trailers, and troop transporter semitrailers which are not under DoD Coordinated Acquisition assignment, and airport crash rescue trailer units which are under DoD Coordinated Acquisition assignment to the Department of the Air Force.
2340 P	Motorcycles, Motor Scooters, and Bicycles.
	This partial assignment does not apply to bicycles and tricycles.
2350	Tanks and Self-propelled Weapons.
2430	Tractors, Track Laying, High-Speed.
2510 P [2]	Vehicular Cab, Body, and Frame Structural Components.
2520 P [2]	Vehicular Power Transmission Components.
2530 P [2]	Vehicular Brake, Steering, Axle, Wheel, and Track Components.
2540 P [2]	Vehicular Furniture and Accessories.
2590 P [2]	Miscellaneous Vehicular Components.
2610	Tires and Tubes, Pneumatic, except Aircraft.
2630	Tires, solid and cushion.
2640	Tire Rebuilding and Tire and Tube Repair Materials.
2805 P [2]	Gasoline Reciprocating Engines, except Aircraft and Components.
2910 P [2]	Engine Fuel System Components, Nonaircraft.
2920 P [2]	Engine Electrical System
2930 P [2]	Engine Cooling System Components, Nonaircraft.
2940 P [2]	Engine Air and Oil Filters, Strainers and Cleaners, Nonaircraft.
2990 P [2]	Miscellaneous Engine Accessories, Nonaircraft.
4210 P	Fire Fighting Equipment.
	This partial assignment applies only to equipment developed by or under the sponsorship of the Department of the Army.
4230 P	Decontaminating and Impregnating Equipment.
	This partial assignment applies only to items peculiar to chemical warfare.
4240 P	Safety and Rescue Equipment.
	This partial assignment applies only to military respiratory protective equipment for chemical warfare.
5805 P	Telephone and Telegraph Equipment.
	This partial assignment applies only to military (wire) equipment, field type.
5815 P	Teletype and Facsimile Equipment.
	This partial assignment applies only to military (wire) equipment, field type.
5820 P	Radio and Television Communication Equipment, except Airborne.
	This partial assignment applies to nontactical, off-the-shelf, commercially available radio and television equipment and supplies used by the Armed Forces Radio and Television Stations including equipment and supplies used by the Armed Forces for closed TV circuit educational and training programs.
5830 P	Intercommunication and Public Address Systems; except Airborne.
	This partial assignment applies only to military (wire) equipment, field type.
6135 P	Batteries, Primary.
	This partial assignment applies to MIL type, dry cell batteries, only.
6625 P	Electrical and Electronic Properties Measuring and Testing Instruments.
	This partial assignment applies only to instruments for testing military (wire) equipment, field type.
6645 P	Time Measuring Instruments.
	This partial assignment applies to the following watches; aircraft instrument panel clocks; cases and spare parts therefor:
	Master navigation watches; pocket watches; stop watches; second setting wrist watches; wrist watches; athletic timers; aircraft clocks; aircraft panel clocks; mechanical aircraft clocks; navigation watch cases; pocket watch cases; watch holders; watch case assemblies and watch movements.
6660 P	Meteorological Instruments and Apparatus.
	Each department is assigned acquisition responsibility for those systems, instruments and end items in FSC 6660 which the department either designed or sponsored development. For purposes of this assignment, the developing department is the department which awarded the developmental contract, notwithstanding that other departments may have provided funds for the development.
6665 P	Hazard-Detecting Instruments and Apparatus.
	This partial assignment applies only to items peculiar to chemical warfare.
6695 P	Combination and Miscellaneous Instruments.
	This partial assignment applies to jewel bearings only.
6820 P	Dyes.
	This partial assignment applies only to items peculiar to chemical warfare.

Federal supply class code	Commodity
6910 P	Training Aids. This partial assignment applies only to items peculiar to Army assignments under weapons, fire control equipment, ammunition and explosives, and chemical and biological warfare.
6920 P	Armament Training Devices. This partial assignment applies to armament training devices as listed in Department of Army Catalogs SC 6910, ML/IL and SC 6920 ML/IL. It does not apply to clay pigeons in Department of Army Catalogs SC 6910, ML/IL and SC 6920 ML/IL. It does not apply to clay pigeons.
6940 P	Communication Training Devices. This partial assignment applies only to code training sets, code practice equipment, and other telephone and telegraph training devices.
8130 P	Reels and Spools. This partial assignment applies only to reels and spools for military (wire) equipment, field type.
8140 P	Ammunition Boxes, Packages, and Special Containers. This partial assignment applies only to boxes, packages, and containers peculiar to Army assignments under ammunitions, explosives, and chemical and biological warfare as listed in Department of Army Catalog SC 8140 IL and SC 8140 ML.

[1] For contracting purposes, Naval ordnance comprises all arms, armor, and armament for the Department of the Navy and includes all offensive and defensive weapons, together with their components, controlling devices and ammunition used in executing the Navy's mission in National Defense (except small arms and those items of aviation ordnance acquired from the Army).

[2] These partial FSC assignments apply only to repair parts peculiar to combat and tactical vehicles. In addition, the assignment in FSC 2805 applies to military standard engines 1.5 HP through 20 HP and parts peculiar therefor. Balance of these FSCs are assigned to the Defense Logistics Agency (Defense Construction Supply Center).

PART 2—NAVY ASSIGNMENTS

Federal supply class code	Commodity
	Electronic Equipment. Each department is assigned acquisition responsibility for those items which the department either designed or sponsored development. See FSC 5821 for assignment of certain commercially developed radio sets to the Department of the Navy (i.e., developed without the use of Government funds).
1095 P	Miscellaneous Weapons. This partial assignment applies to line throwing guns only.
1310 P	Ammunition, over 30mm up to 75mm. This partial assignment applies only to reels and spools for military.
1325 P	Bombs. This partial assignment applies to armor-piercing; depth bombs; externally suspended low drag bombs; and components and practice bombs therefor, as listed in Ord Pamphlets, and the MK 43, Target Detecting Device. The Department of the Army is responsible for the acquisition of fillers and the loading, assembling, and packing of toxicological, incapacitating riot control, smoke and incendiary munitions, and for other loading, assembling, and packing in excess of Navy-owned capacity.
1340 P	Rockets and Rocket Ammunition. This partial assignment applies to: Fuze, Rocket, V.T., MK93–0. 2.25 inch Rocket SCAR, Practice. Heads MK3 and Mods. Motors MK15 and Mods. MK16 and Mods. 5 inch Rocket HVAR, service and practice. Heads MK2 and Mods (common) MK6 and Mods (GP). MK4 and Mods (smoke) MK25 and Mods (ATAR). Motors MK10 and Mods. 5 inch Rocket FFAR service and practice. Heads MK24 and Mods (General Purposes). MK32 and Mods (Shaped Charged). MK26 and Mods (Illum). Motor MK16 and Mods. The Department of the Army is responsible for acquisition of filler and for filling of all smoke and toxicological rockets.
1390 P	Fuzes and Primers. This partial assignment applies to fuzes and primers for Navy assigned ammunition.
1550 P	Drones. This partial assignment applies only to Drone, Model BQM34E.
1905 P	Combat Ships and Landing Vessels. This partial assignment applies to landing vessels only.
1910 P	Transport Vessels, Passenger and Troop. This partial assignment applies to ferryboats only.
1920	Fishing Vessels.
1925	Special Service Vessels.
1930	Barges and Lighters, Cargo.
1935 P	Barges and Lighters, Special Purpose. This partial assignment does not apply to derricks, pile drivers, rock cutters, concrete mixing plants, mechanical bank grader barges, other bank revetment barges, and barge power plants.
1940	Small Craft.
1945 P	Pontoons and Floating Docks. This partial assignment applies only to Naval Facilities Engineering Command type pontoons.
1950	Floating Drydocks.
1990 P	Miscellaneous Vessels. This partial assignment applies to commercial sailing vessels only.
2010	Ship and Boat Propulsion Components.
2020	Rigging and Rigging Gear.
2030	Deck Machinery.
2040	Marine Hardware and Hull Items.

NOTE: (''P'' after the FSC number indicates a partial FSC assignment).

Federal supply class code	Commodity
2060	Commercial Fishing Equipment.
2090	Miscellaneous Ship and Marine Equipment.
2820 P	Steam Engines, Reciprocating and Components. This partial assignment applies to marine main propulsion steam engines only.
2825 P	Steam Turbines and Components. This partial assignment applies to marine steam turbines only.
4210 P	Fire Fighting Equipment. This partial assignment applies only to fire fighting equipment developed by or under the sponsorship of the Department of Navy.
4410 P	Industrial Boilers. This partial assignment applies only to boilers for use aboard those ships assigned to the Navy for coordinated acquisition.
4420 P	Heat Exchangers and Steam Condensers. This partial assignment applies only to heat exchangers for use aboard those ships assigned to the Navy for coordinated acquisition.
4925 P	Ammunition Maintenance and Repair Shop Specialized Equipment. This partial assignment applies to sets, kits, and outfits of tools and equipment for explosive ordnance as defined in military service regulations and documents.
5821 P	Radio and Television Communication Equipment, Airborne. This partial assignment applies only to the following commercially developed radio sets. (The term ''commercially developed'' means that no Government funds were provided for development purposes.) HF–101, 102, 103, 104, 105, 106, 107, 108, 109, 111, 113, ARC–94, 102, 105, 110, 112, 119, 120; MRC–95, 108; VC–102, 104, 105, 106, 109, 110; and components of the foregoing including the 490T antenna coupler.
6125 P	Converters, Electrical, Rotating. This partial assignment applies only to motor-generated sets for use aboard ships assigned to the Navy for coordinated acquisition.
6320 P	Shipboard Alarm and Signal System. This partial assignment applies only to alarm systems, fire alarm systems, indicating systems, telegraph systems (signal and signaling) (less electronic type) for use aboard ships assigned to the Navy for coordinated acquisition.
6605 P	Navigational Instruments. This partial assignment applies only to lifeboat and raft compasses, aircraft sextants, hand leads (soundings), lead reels, sounding machines and pelorus stands for use aboard ships assigned to the Navy for coordinated acquisition.
6645 P	Time Measuring Instruments. This partial assignment applies to the following instruments, cases, and spare parts therefor: Chronometers including gimbal, padded and make break circuit. Clocks, alarm, boat, deck, direct reading, electrical, floor, interval timer, marine, mechanical, master control, master program, master regulating, mechanical message center, nurses, program, shelf, stop, wall, watchman's. Counters, time period. Meters, engine running time, hour recording, and electrical time totalizing. Timers; bombing, engine hours, sequential, stop, and program. Program control instrument. Cases; chronometer, including gimbal and padded, chronometer carrying; makebreak circuit chronometer. Cans, chronometer shipping and storage. Clock keys; clock movements, clock motors.
6650 P	Optical Instruments. This partial assignment applies only to stands, telescope, for use aboard ships assigned to the Navy for coordinated acquisition.
6660 P	Meteorological Instruments and Apparatus. Each department is assigned acquisition responsibility for those systems, instruments, and end items in FSC 6660 for which the department either designed or sponsored development. For purposes of this assignment, the developing department is the department which awarded the developmental contract, notwithstanding that other departments may have provided funds for the development.
6665 P	Hazard-Detecting Instruments and Apparatus. This partial assignment applies only to hazard determining safety devices, for use aboard ships assigned to the Navy for coordinated acquisition.
8140 P	Ammunition Boxes, Packages, and Special Containers. This partial assignment applies only to boxes, packages, and containers for 40mm ammunition.

PART 3—AIR FORCE ASSIGNMENTS

Federal supply class code	Commodity
	Electronic Equipment. Each department is assigned acquisition responsibility for those items which the department either designed or sponsored development. See FSC 5821 under Navy listing for assignment of certain commercially developed radio sets (i.e., developed without the use of Government funds).
1550 P	Drones. This partial assignment applies only to the following model drones: Model 147. Model 154. BQM 34A. MQM 34D.
2320 P	Trucks and Truck Tractors. This partial assignment applies only to airport crash rescue vehicles.
2330 P	Trailers. This partial assignment applies only to airport crash rescue trailer units.
4210 P	Fire Fighting Equipment. This partial assignment applies only to fire fighting equipment developed by or under the sponsorship of the Department of the Air Force.
6660 P	Meteorological Instruments and Apparatus.

Federal supply class code	Commodity
	Each department is assigned acquisition responsibility for those systems, instruments, and end items in FSC 6660 for which the department either designed or sponsored development. The developing department is the department which awarded the developmental contract, notwithstanding that other departments may have provided funds for the development.
6710 P [1]	Cameras, Motion Picture. This partial assignment does not apply to submarine periscope and underwater cameras.
6720 P [1]	Cameras, Still Picture. This partial assignment does not apply to submarine periscope and underwater cameras.
6730 P [1]	Photographic Projection Equipment. This partial assignment does not apply to 35mm theater projectors.
6740 [1]	Photographic Developing and Finishing Equipment.
6760 [1]	Photographic Equipment and Accessories.
6780 [1]	Photographic Sets, Kits, and Outfits.
8820 P	Live Animals Not Raised for Food. This partial assignment applies only to the following types of working dogs: Scout. Sentry. Patrol. Mine/tunnel. Tracker. Detector-narcotic/contraband. Sledge. Bloodhound. Water dog. Patrol/detector.

[1] This partial FSC assignment does not apply to photographic equipment controlled by the Congressional Joint Committee on Printing and Micro-Film Equipment and Supplies.

PART 4—DEFENSE LOGISTICS AGENCY ASSIGNMENTS

Federal supply class code	Commodity	DLA center [6]
2230	Right of Way Construction and Maintenance Equipment, Railroad.	DCSC
2410	Tractor, Full Track, Low-Speed.	DCSC
2420	Tractor, Wheeled	DCSC
2510 P [2]	Vehicular Cab, Body, and Frame, Structural Components.	DCSC
2520 P [2]	Vehicular Power Transmission Components.	DCSC
2530 P [2]	Vehicular Brake, Steering, Axle, Wheel, and Track Components.	DCSC
2540 P [2]	Vehicular Furniture and Accessories.	DCSC
2590 P [2]	Miscellaneous Vehicular Components.	DCSC
2805 P [2]	Gasoline Reciprocating Engines, Except Aircraft; and Components.	DCSC
2815	Diesel Engines and Components.	DCSC
2895	Miscellaneous Engines and Components.	DCSC
2910 P [2]	Engine Fuel System Components, Nonaircraft.	DCSC
2920 P [2]	Engine Electrical System Components, Nonaircraft.	DCSC
2930 P [2]	Engine Cooling System Components, Nonaircraft.	DCSC
NOTE: (''P'' after the FSC number indicates a partial FSC assignment)		
2940 P [2]	Engine Air and Oil Filters, Strainers and Cleaners, Nonaircraft.	DCSC
2990 P [2]	Miscellaneous Engine Accessories, Nonaircraft.	DCSC
3020	Gears, Pulleys, Sprockets and Transmission Chain.	DCSC
3030	Belting, Drive Belts, Fan Belts, and Accessories.	DCSC
3040	Miscellaneous Power Transmission Equipment.	DCSC
3110	Bearings, Antifriction, Unmounted.	DISC
3120	Bearings, Plain Unmounted	DISC
3130	Bearings, Mounted	DISC
3210	Sawmill and Planing Mill Machinery.	DGSC
3220	Woodworking Machines	DGSC
3230	Tools and Attachments for Woodworking Machinery.	DGSC
3405	Saws and Filing Machines	DGSC
3408	Machining Centers and Way-Type Machines.	DGSC
3410	Electrical and Ultrasonic Erosion Machines.	DGSC
3411	Boring Machines	DGSC
3412	Broaching Machines	DGSC
3413	Drilling and Tapping Machines	DGSC
3414	Gear Cutting and Finishing Machines.	DGSC
3415	Grinding Machines	DGSC
3416	Lathes	DGSC
3417	Milling Machines	DGSC
3418	Planers and Shapers	DGSC
3419	Miscellaneous Machine Tools	DGSC
3422	Rolling Mills and Drawing Machines.	DGSC
3424	Metal Heat Treating Equipment.	DGSC
3426	Metal Finishing Equipment	DGSC
3431	Electric Arc Welding Equipment.	DGSC
3432	Electric Resistance Welding Equipment.	DGSC
3433	Gas Welding, Heat Cutting & Metalizing Equipment.	DGSC
3436	Welding Positioners and Manipulators.	DGSC
3438	Miscellaneous Welding Equipment.	DGSC
3439	Miscellaneous Welding, Soldering and Brazing Supplies and Accessories.	DGSC
3441	Bending and Forming Machines.	DGSC
3442	Hydraulic and Pneumatic Presses, Power Driven.	DGSC
3443	Mechanical Presses, Power Driven.	DGSC
3444	Manual Presses	DGSC
3445	Punching and Shearing Machines.	DGSC

Federal supply class code	Commodity	DLA center[6]
3446	Forging Machinery and Hammers.	DGSC
3447	Wire and Metal Ribbon Forming Machinery.	DGSC
3448	Riveting Machines	DGSC
3449	Misc. Secondary Metal Forming and Cutting Machines.	DGSC
3450	Machine Tools, Portable	DGSC
3455	Cutting Tools for Machine Tools.	DGSC
3456	Cutting and Forming Tools for Secondary Metal Working Machines.	DGSC
3460	Machine Tool Accessories	DGSC
3461	Accessories for Secondary Metal Working Machinery.	DGSC
3465	Production Jigs, Fixtures and Templates.	DGSC
3470	Machine Shop Sets, Kits, and Outfits.	DGSC
3510	Laundry and Dry Cleaning Equipment.	DGSC
3520	Shoe Repairing Equipment	DGSC
3530	Industrial Sewing Machines & Mobile Textile Repair Shops.	DGSC
3610	Printing, Duplicating, and Bookbinding Equipment.	DGSC
3611 P[9]	Industrial Marking Machines	DGSC
3620 P[9]	Rubber and Plastics Working Machinery.	DGSC
3635 P[9]	Crystal and Glass Industries Machinery.	DGSC
3650 P[9]	Chemical & Pharmaceutical Products Manufacturing Machinery.	DGSC
3655	Gas Generating and Dispensing Systems, Fixed or Mobile.	DGSC
3660 P[9]	Industrial Size Reduction Machinery.	DGSC
3680 P[9]	Foundry Machinery, Related Equipment and Supplies.	DGSC
3685 P[9]	Specialized Metal Container Manufacturing Machinery and Related Equipment.	DGSC
3693 P[9]	Industrial Assembly Machines	DGSC
3694 P[9]	Clean Work Stations, Controlled Environment & Related Equipment.	DGSC
3695	Miscellaneous Special Industry Machinery.	DGSC
3710	Soil Preparation Equipment	DCSC
3720	Harvesting Equipment	DCSC
3740	Pest, Disease, and Frost Control Equipment.	DCSC
3770	Saddlery, Harness, Whips and Related Animal Furnishings.	DCSC
3805	Earth Moving and Excavating Equipment.	DCSC
3810	Cranes and Crane-Shovels	DCSC
3815	Crane and Crane-Shovel Attachments.	DCSC
3820	Mining, Rock Drilling, Earth Boring, and Related Equipment.	DCSC
3825	Road Clearing and Cleaning Equipment.	DCSC
3830	Truck and Tractor Attachments.	DCSC
3835	Petroleum Production and Distribution Equipment.	DCSC
3895	Miscellaneous Construction Equipment.	DCSC
3910	Conveyors	DCSC
3920	Materials Handling Equipment, Nonself-Propelled.	DGSC
3930	Warehouse Trucks and Tractors, Self-Propelled.	DCSC
3940	Blocks, Tackle, Rigging, and Slings.	DISC
3950	Winches, Hoists, Cranes, and Derricks.	DCSC
3990	Miscellaneous Materials Handling Equipment.	DGSC
4010	Chain and Wire Rope	DISC
4020	Fiber Rope, Cordage and Twine.	DISC
4030	Fittings for Rope, Cable, and Chain.	DISC
4110	Refrigeration Equipment	DGSC
4120	Air Conditioning Equipment	DGSC
4130	Refrigeration and Air Conditioning Components.	DGSC
4140	Fans, Air Circulators, and Blower Equipment.	DGSC
4210 P[3]	Fire Fighting Equipment	DCSC
4220	Marine Lifesaving and Diving Equipment.	DCSC
4310	Compressors and Vacuum Pumps.	DCSC
4320	Power and Hand Pumps	DCSC
4330	Centrifugals, Separators, and Pressure and Vacuum Filters.	DCSC
4440	Driers, Dehydrators, and Anhydrators.	DCSC
4450	Industrial Fan and Blower Equipment.	DCSC
4460	Air Purification Equipment	DCSC
4510	Plumbing Fixtures and Accessories.	DCSC
4520	Space Heating Equipment and Domestic Water Heaters.	DCSC
4530	Fuel Burning Equipment Units	DCSC
4540	Miscellaneous Plumbing, Heating, and Sanitation Equipment.	DCSC
4610	Water Purification Equipment	DCSC
4620	Water Distillation Equipment, Marine and Industrial.	DCSC
4630	Sewage Treatment Equipment	DCSC
4710	Pipe and Tube	DCSC
4720	Hose and Tubing, Flexible	DCSC
4730	Fittings and Specialities; Hose, Pipe, and Tube.	DCSC
4810	Valves, Powered	DCSC
4820	Valves, Nonpowered	DCSC
4930	Lubrication and Fuel Dispensing Equipment.	DCSC
5280	Sets, Kits, and Outfits of Measuring Tools.	DGSC
5305	Screws	DISC
5306	Bolts	DISC
5307	Studs	DISC
5310	Nuts and Washers	DISC
5315	Nails, Keys, and Pins	DISC
5320	Rivets	DISC
5325	Fastening Devices	DISC
5330	Packing and Gasket Materials	DISC
5335	Metal Screening	DISC
5340	Miscellaneous Hardware	DISC
5355	Knobs and Pointers	DISC
5360	Coil, Flat and Wire Springs	DISC
5365	Rings, Shims, and Spacers	DISC
5410	Prefabricated and Portable Buildings.	DCSC

Federal supply class code	Commodity	DLA center[6]
5420	Bridges, Fixed and Floating	DCSC
5430	Storage Tanks	DCSC
5440	Scaffolding Equipment and Concrete Forms.	DCSC
5445	Prefabricated Tower Structures.	DCSC
5450	Miscellaneous Prefabricated Structures.	DCSC
5510	Lumber and Related Basic Wood Materials.	DCSC
5520	Millwork	DCSC
5530	Plywood and Veneer	DCSC
5660	Fencing, Fences and Gates	DCSC
5680 P	Miscellaneous Construction Materials. This partial assignment applies only to airplane landing mat. (Also, see footnote 1 at end of list relative to purchase of DLA managed items in GSA assigned classes.).	DCSC
5905	Resistors	DESC
5910	Capacitors	DESC
5915	Filters and Networks	DESC
5920	Fuses and Lightning Arrestors	DESC
5925	Circuit Breakers	DESC
5930	Switches	DESC
5935	Connectors, Electrical	DESC
5940	Lugs, Terminals, and Terminals Strips.	DGSC
5945	Relays, Contractors, and Solenoids.	DESC
5950	Coils and Transformers	DESC
5955	Piezoelectric Crystals	DESC
5960	Electron Tubes and Associated Hardware.	DESC
5961	Semiconductor Devices and Associated Hardware.	DESC
5962	Microelectronic Circuit Devices.	DESC
5965	Headsets, Handsets, Microphones, and Speakers.	DESC
5970	Electrical Insulators and Insulating Materials.	DGSC
5975	Electrical Hardware and Supplies.	DGSC
5977	Electrical Contact Brushes and Electrodes.	DGSC
5985	Antennas, Waveguides, and Related Equipment.	DESC
5990	Synchros and Resolvers	DESC
5995	Cable, Cord, and Wire Assemblies; Communication Equipment.	DGSC
5999	Miscellaneous Electrical and Electronic Components.	DESC
6105	Motors, Electrical	DGSC
6110	Electrical Control Equipment	DGSC
6115 P[8]	Generators and Generator Sets, Electrical.	DGSC
6120	Transformers; Distribution and Power Station.	DGSC
6145	Wire and Cable, Electrical	DISC
6150	Miscellaneous Electric Power and Distribution Equipment.	DGSC
6210	Indoor and Outdoor Electric Lighting Fixtures.	DGSC
6220	Electric Vehicular Lights and Fixtures.	DGSC
6230	Electric Portable and Hand Lighting Equipment.	DGSC
6240	Electric Lamps	DGSC
6250	Ballasts, Lampholders and Starters.	DGSC
6260	Nonelectrical Lighting Fixtures	DGSC
6350	Miscellaneous Alarm and Signal Systems.	DGSC
6505[4]	Drugs, Biologicals, and Official Reagents.	DPSC
6508[4]	Medicated Cosmetics and Toiletries.	DPSC
6510[4]	Surgical Dressing Materials	DPSC
6515[4]	Medical and Surgical Instruments, Equipment and Supplies.	DPSC
6520[4]	Dental Instruments, Equipment and Supplies.	DPSC
6525[4]	X-Ray Equipment and Supplies; Medical, Dental and Veterinary.	DPSC
6530[4]	Hospital Furniture, Equipment, Utensils, and Supplies.	DPSC
6532	Hospital and Surgical Clothing and Textile Special Purpose Items.	DPSC
6540[4]	Opticians' Instruments, Equipment and Supplies.	DPSC
6545[4]	Medical Sets, Kits, and Outfits	DPSC
6630	Chemical Analysis Instruments.	DPSC
6635	Physical Properties Testing Equipment.	DGSC
6640	Laboratory Equipment and Supplies.	DPSC
6655	Geophysical and Astronomical Instruments.	DGSC
6670	Scales and Balances	DGSC
6675	Drafting, Surveying, and Mapping Instruments.	DGSC
6680	Liquid and Gas Flow, Liquid Level and Mechanical Motion Measuring Instruments.	DGSC
6750	Photographic Supplies	DGSC
6810[7]	Chemicals	DFSC & DGSC
6820	Dyes	DGSC
6830	Gases; Compressed and Liquified.	DGSC
6840	Pest Control Agents and Disinfectants.	DGSC
6850[7]	Miscellaneous Chemical Specialties.	DFSC & DGSC
7210	Household Furnishings	DPSC
7310	Food Cooking, Baking, and Serving Equipment.	DGSC
7320	Kitchen Equipment and Appliances.	DGSC
7360	Sets, Kits, and Outfits; Food Preparation and Serving.	DGSC
7610	Books and Pamphlets	DGSC
7660	Sheet and Book Music	DGSC
7690	Miscellaneous Printed Matter	DGSC
8110	Drums and Cans	DGSC
8120	Commercial and Industrial Gas Cylinders.	DGSC
8125	Bottles and Jars	DGSC
8305	Textile Fabrics. FSC 8305 does not include laminated cloth used exclusively in the repair of lighter than air envelopes.	DPSC
8310	Yarn and Thread	DPSC
8315	Notions and Apparel Findings.	

Federal supply class code	Commodity	DLA center[6]
	FSC 8315 does not include coated cloth tape used exclusively in the repair of lighter than air envelopes.	DPSC
8320	Padding and Stuffing Materials.	DPSC
8325	Fur Materials	DPSC
8330	Leather	DPSC
8335	Shoe Findings and Soling Materials.	DPSC
8340	Tents and Tarpaulins	DPSC
8345	Flags and Pennants	DPSC
8405	Outerwear, Men's	DPSC
8410	Outerwear, Women's	DPSC
8415	Clothing, Special Purpose.	
	FSC 8415 includes all submarine clothing.	DPSC
8420	Underwear and Nightwear, Men's.	DPSC
8425	Underwear and Nightwear, Women's.	DPSC
8430	Footwear, Men's	DPSC
8435	Footwear, Women's	DPSC
8440	Hosiery, Handwear, and Clothing Accessories, Men's.	DPSC
8445	Hosiery, Handwear, and Clothing Accessories, Women's.	DPSC
8450	Children's and Infant's Apparel and Accessories.	DPSC
8455	Badges and Insignia	DPSC
8460	Luggage	DPSC
8465	Individual Equipment	DPSC
8470	Armor, Personal	DPSC
8475	Specialized Flight Clothing and Accessories.	DPSC
8905[5]	Meat, Poultry, and Fish	DPSC
8910[5]	Dairy Foods and Eggs	DPSC
8915[5]	Fruits and Vegetables	DPSC
8920[5]	Bakery and Cereal Products	DPSC
8925[5]	Sugar, Confectionery, and Nuts.	DPSC
8930[5]	Jams, Jellies, and Preserves	DPSC
8935[5]	Soups and Bouillons	DPSC
8940[5]	Special Dietary Foods and Food Specialty Preparations.	DPSC
8945[5]	Food Oils and Fats	DPSC
8950[5]	Condiments and Related Products.	DPSC
8955[5]	Coffee, Tea, and Cocoa	DPSC
8960[5]	Beverages, Nonalcoholic	DPSC
8970[5]	Composite Food Packages	DPSC
8975[5]	Tobacco Products	DPSC
9110	Fuels, Solid	DFSC
9130	Liquid Propellants and Fuels, Petroleum Base.	DFSC
9140	Fuel Oils	DFSC
9150	Oils and Greases; Cutting, Lubricating, and Hydraulic.	DFSC
9160	Miscellaneous Waxes, Oils, and Fats.	DFSC
9320	Rubber Fabricated Materials	DGSC
9330	Plastic Fabricated Materials	DGSC
9340	Glass Fabricated Materials	DGSC
9350	Refractories and Fire Surfacing Materials.	DGSC
9390	Miscellaneous Fabricated Nonmetallic Materials.	DGSC
9420 P	Fibers; Vegetable, Animal, and Synthetic.	DPSC
	This partial FSC assignment applies only to raw cotton and raw wool.	
9430 P	Miscellaneous Crude Animal Products, Inedible.	DPSC
	This partial assignment applies only to crude hides.	
9505	Wire, Nonelectrical, Iron and Steel.	DISC
9510	Bars and Rods, Iron and Steel	DISC
9515	Plate, Sheet, and Strip, Iron and Steel.	DISC
9520	Structural Shapes, Iron and Steel.	DISC
9525	Wire, Nonelectrical, Nonferrous Base Metal.	DISC
9530	Bars and Rods, Nonferrous Base Metal.	DISC
9535	Plate, Sheet, Strip, and Foil, Nonferrous Base Metal.	DISC
9540	Structural Shapes, Nonferrous Base Metal.	DISC
9545	Plate, Sheet, Strip, Foil and Wire, Precious Metal.	DISC
9620 P	Minerals, Natural and Synthetic.	DFSC
	This partial assignment applies only to crude petroleum and crude shale oil.	
9925	Ecclesiastical Equipment, Furnishings and Supplies.	DGSC
9930	Memorials, Cemeterial and Mortuary Equipment and Supplies.	DGSC
9999	Miscellaneous Items	DGSC

Footnotes:

[1] These assignments do not apply to items decentralized by the DLA Center Commander, i.e., designated for purchase by each military department, and to those items in DLA assigned federal supply classes, which may be assigned to GSA for supply management. In addition, see subpart 208.70 which describes conditions under which a military service may purchase (contract for) military service supply managed items in DLA assigned federal supply classes. See notes 2 and 3 for further exceptions pertaining to certain DLA assignments.

[2] DLA assignments in FSC 2510, 2520, 2530, 2540, 2590, 2805, 2910, 2920, 2930, 2940, and 2990 do not apply to repair parts peculiar to combat and tactical vehicles, which are assigned for coordinated acquisition to the Department of the Army. In addition, the assignment in FSC 2805 does not apply to military standard engines 1.5 HP through 20 HP and parts peculiar therefor, which are assigned for coordinated acquisition to the Department of the Army.

[3] This partial FSC assignment in FSC 4210 does not apply to Fire Fighting Equipment developed by or under the sponsorship of a military department. The contracting responsibility for such equipment is assigned to the department which developed or sponsored its development.

[4] DLA has contracting responsibility for all the items in the classes of FS Group 65. In addition, DLA has contracting responsibility for all equipment and supplies related to the medical, dental, veterinary professions in Non-group 65 classes where the military medical services have the sole or prime interest in such items. The specific item coverage of these Non-group 65 items is published in the DoD section of the Federal Supply Catalog for medical material C3–1 through C3–12, inclusive.

[5] This assignment includes health and comfort items listed in AR 700–23. It also includes resale items for commissary stores (including brand name items).

[6] DLA centers are identified as follows—DCSC—Defense Construction Supply Center; DESC—Defense Electronics Supply Center; DFSC—Defense Fuel Supply Center; DGSC—Defense General Supply Center; DISC—Defense Industrial Supply Center; DPSC—Defense Personnel Support Center.

[7] DFSC is responsible for contracting for only petroleum base items in FSC 6810 and 6850.

[8] This partial FSC assignment in FSC 6115 does not apply to Mobile Electric Power Generating Sources (MEPGS). The contracting direction responsibility for MEPGS is assigned to the DoD Project Manager, Mobile Electric Power, by DoDD 4120.11. DoD components desiring to use other than the DoD Standard Family of Generator Sets, contained in MIL–STD 633, shall process a Request for Deviation in accordance with Joint Operating Procedures, AR 700–101, AFR 400–50, NAVMATINST 4120.100A, MCO 11310.8c and DLAR 4120.7, Subject: Management and Standardization of Mobile Electric Power Generating Sources, prior to initiating an acquisition.

[9] This partial assignment applies only to secondary items not otherwise assigned, as listed in the applicable Federal Supply Catalog Management Data lists of each respective service.

PART 5—DEFENSE SPECIAL WEAPONS AGENCY ASSIGNMENTS

Federal supply class code	Commodity
1105	Nuclear Bombs.
1110	Nuclear Projectiles.
1115	Nuclear Warheads and Warhead Sections.
1125	Nuclear Demolition Charges.
1127	Nuclear Rockets.
1130	Conversion Kits, Nuclear Ordnance.
1135	Fuzing and Firing Devices, Nuclear Ordnance.
1140	Nuclear Components.
1145	High Explosive Charges, Propellants, and Detonators; Nuclear Ordnance.
1190	Specialized Test and Handling Equipment, Nuclear Ordnance.
1195	Miscellaneous Nuclear Ordnance.
	In addition to the above, assignments to DSWA include all items for which DSWA has integrated management responsibility in accordance with DoD Directive 5105.31.

PART 6—GENERAL SERVICES ADMINISTRATION ASSIGNMENTS

Federal supply class code	Commodity
2310 P	Passenger Motor Vehicles.
2320 P	Trucks and Truck Tractors.
	These two partial assignments apply to all commercial, non-tactical, passenger carrying vehicles and trucks except the following types which are assigned for DoD Coordinated Acquisition to the Department of the Army—
	Bus, convertible to ambulance.
	Truck, 4×4, convertible to ambulance.
	Truck, 4×4, dump, 9,000 pounds GVW, with cut-down cab.
	(See Army Coordinated Acquisition assignments in FSC 2310 and 2320).
3540	Wrapping and Packaging Machinery.
3550	Vending and Coin Operated Machines.
3590	Miscellaneous Service and Trade Equipment.
3750	Gardening Implements and Tools.
5110	Hand Tools, Edged, Nonpowered.
5120	Hand Tools, Nonedged, Nonpowered.
5130	Hand Tools, Power Driven.
5133	Drill Bits, Counterbores, and Countersinks; Hand and Machine.
5136	Taps, Dies, and Collects; Hand and Machine.
5140	Tool and Hardware Boxes.
5180	Sets, Kits, and Outfits of Hand Tools.
5210	Measuring Tools, Craftmen's.
5345	Disks and Stones, Abrasive.
5350	Abrasive Materials.
5610	Mineral Construction Materials, Bulk.
5620	Building Glass, Tile, Brick, and Block.
5630	Pipe and Conduit, Nonmetallic.
5640	Wallboard, Building Paper, and Thermal Insulation Materials.
5650	Roofing and Siding Materials.
5670	Architectural and Related Metal Products.
5680 P[1]	Miscellaneous Construction Materials.
7105	Household Furniture.
7110	Office Furniture.
7125	Cabinets, Lockers, Bins, and Shelving.
7195	Miscellaneous Furniture and Fixtures.
7220	Floor Coverings.
7230	Draperies, Awnings, and Shades.
7240	Household and Commercial Utility Containers.

NOTE: (''P'' after FSC number indicates partial FSC assignment.)

7290	Miscellaneous Household and Commercial Furnishings and Appliances.
7330	Kitchen Hand Tools and Utensils.
7340	Cutlery and Flatware.
7350	Tableware.
7410	Punched Card System Machines.
7420	Accounting and Calculating Machines.
7430	Typewriters and Office-type Composing Machines.
	This assignment does not apply to machines controlled by the Congressional Joint Committee on Printing.
7450	Office-type Sound Recording and Reproducing Machines.
7460	Visible Record Equipment.
7490	Miscellaneous Office Machines.
	This assignment does not apply to equipment controlled by the Congressional Joint Committee on Printing.
7510	Office Supplies.
	This assignment does not apply to office supplies, including special inks, when DoD requirements of such items are acquired through Government Printing Office channels.
7520	Office Devices and Accessories.
	This assignment does not apply to office devices and accessories when DoD requirements of such items are acquired through Government Printing Office channels.
7530	Stationery and Record Forms.
	This assignment does not apply to stationery and record forms when DoD requirements of such items are acquired through Government Printing Office channels including those items covered by term contracts issued by GPO for tabulating cards and marginally punched continuous forms.
7710	Musical Instruments.
7720	Musical Instrument Parts and Accessories.
7730	Phonographs, Radios, and Television Sets; Home Type.
7740	Phonograph Records.
7810	Athletic and Sporting Equipment.
7820	Games, Toys, and Wheeled Goods.
7830	Recreational and Gymnastic Equipment.
7910	Floor Polishers and Vacuum Cleaning Equipment.
7920	Brooms, Brushes, Mops, and Sponges.
7930	Cleaning and Polishing Compounds and Preparations.

Federal supply class code	Commodity
8010	Paints, Dopes, Varnishes, and Related Products.
8020	Paint and Artists Brushes.
8030	Preservative and Sealing Compounds.
8040	Adhesives.
8105	Bags and Sacks.
8115	Boxes, Cartons and Crates.
8135	Packaging and Packing Bulk Materials.
8510	Perfumes, Toilet Preparations and Powders.
8520	Toilet Soap, Shaving Preparations and Dentifrices.
8530	Personal Toiletry Articles.
8540	Toiletry Paper Products.
8710	Forage and Feed.
8720	Fertilizers.
8730	Seeds and Nursery Stock.
9310	Paper and Paperboard.
9905	Signs, Advertising Displays, and Identification Plates.
9910	Jewelry.
9915	Collector's Items.
9920	Smokers' Articles and Matches.

FOOTNOTES: These GSA assignments do not apply to items as described under FSC 7430, 7490, 7510, 7520, and 7530, and those items in the GSA assigned federal supply classes which have been retained for DLA supply management as listed in the applicable Federal Supply Catalog Management Data lists. In addition, see subpart 208.70 which describes conditions under which a military service may contract for military service managed items in GSA assigned federal supply classes.

[1] This partial FSC assignment does not include landing mats which are assigned to the Defense Logistics Agency.

[56 FR 36577, July 31, 1991, as amended at 57 FR 42634, Sept. 15, 1992; 58 FR 28475, May 13, 1993; 58 FR 37868, July 14, 1993; 59 FR 27678, May 27, 1994; 61 FR 50456, Sept. 26, 1996]

APPENDIX C [RESERVED]

APPENDIX D—COMPONENT BREAKOUT

Sec.
D–100 Scope.
D–101 Definition.
D–102 Policy.
D–103 Responsibility.
D–104 Procedures.
D–105 Records.

AUTHORITY; 41 U.S.C. 421 and FAR Subpart 1.3.

D–100 Scope.

(a) This appendix provides policy and procedures for breaking out components of end items for future acquisitions so that the Government can purchase the components directly from the manufacturer or supplier and furnish them to the end item manufacturer as Government-furnished material.

(b) This appendix does not apply to—

(1) The initial decisions on Government-furnished equipment/contractor-furnished equipment that are made at the inception of an acquisition program; or

(2) Breakout of parts for replenishment (see Appendix E).

D–101 Definition.

Component, as used in this appendix, includes subsystems, assemblies, subassemblies, and other major elements of an end item; it does not include elements of relatively small annual acquisition value.

D–102 Policy.

DoD policy is to breakout components of weapons systems or other major end items under certain circumstances.

(a) When it is anticipated that a prime contract will be awarded without adequate price competition, and the prime contractor is expected to acquire any component without adequate price competition, breakout that component if—

(1) Substantial net cost savings probably will be achieved; and

(2) Breakout action will not jeopardize the quality, reliability, performance, or timely delivery of the end item.

(b) Even when either or both the prime contract and the component will be acquired with adequate price competition, consider breakout of the component if substantial net cost savings will result from—

(1) Greater quantity acquisitions; or

(2) Such factors as improved logistics support (through reduction in varieties of spare parts) and economies in operations and training (through standardization of design).

(c) Breakout normally is not justified for a component that is not expected to exceed $1 million for the current year's requirement.

D–103 Responsibility.

(a) Agencies are responsible for ensuring that—

(1) Breakout reviews are performed on components meeting the criteria in D–102(a) and (b);

(2) Components susceptible to breakout are earmarked for consideration in future acquisitions;

(3) Components earmarked for breakout are considered during requirements determination and appropriate decisions are made; and

(4) Components are broken out when required.

(b) The program manager or other official responsible for the material program concerned is responsible for breakout selection, review, and decision.

(c) The contracting officer or buyer and other specialists (e.g., small business specialist, engineering, production, logistics, and maintenance) support the program manager in implementing the breakout program.

D–104 Procedures.

(a) A breakout review and decision includes—

(1) An assessment of the potential risks to the end item from possibilities such as delayed delivery and reduced reliability of the component;

(2) A calculation of estimated net cost savings (i.e., estimated acquisition savings less any offsetting costs); and

(3) An analysis of the technical, operational, logistics, and administrative factors involved.

(b) The decision must be supported by adequate explanatory information, including an assessment by the end item contractor when feasible.

(c) The following questions should be used in the decision process—

(1) Is the end item contractor likely to do further design or engineering effort on the component?

(2) Is a suitable data package available with rights to use it for Government acquisition? (Note that breakout may be warranted even though competitive acquisition is not possible.)

(3) Can any quality control and reliability problems of the component be resolved without requiring effort by the end item contractor?

(4) Will the component require further technical support (e.g., development of specifications, testing requirements, or quality assurance requirements)? If so, does the Government have the resources (manpower, technical competence, facilities, etc.) to provide such support? Or, can the support be obtained from the end item contractor (even though the component is broken out) or other source?

(5) Will breakout impair logistics support (e.g., by jeopardizing standardization of components)?

(6) Will breakout unduly fragment administration, management, or performance of the end item contract (e.g., by complicating production scheduling or preventing identification of responsibility for end item failure caused by a defective component)?

(7) Can breakout be accomplished without jeopardizing delivery requirements of the end item?

(8) If a decision is made to breakout a component, can advance acquisition funds be made available to provide the new source any necessary additional lead time?

(9) Is there a source other than the present manufacturer capable of supplying the component?

(10) Has the component been (or is it going to be) acquired directly by the Government as a support item in the supply system or as Government-furnished equipment in other end items?

(11) Will the financial risks and other responsibilities assumed by the Government after breakout be acceptable?

(12) Will breakout result in substantial net cost savings? Develop estimates of probable savings in cost considering all offsetting costs such as increases in the cost of requirements determination and control, contracting, contract administration, data package purchase, material inspection, qualification or preproduction testing, ground support and test equipment, transportation, security, storage, distribution, and technical support.

(d) If answers to the questions reveal conditions unfavorable to breakout, the program manager should explore whether the unfavorable conditions can be eliminated. For example, where adequate technical support is not available from Government resources, consider contracting for the necessary services from the end item contractor or other qualified source.

D–105 Records.

(a) The contracting activity shall maintain records on components reviewed for breakout. Records should evidence whether the components—

(1) Have no potential for breakout;

(2) Have been earmarked as potential breakout candidates;

(3) Have been, or will be, broken out.

(b) The program manager or other designated official must sign the records.

(c) Records must reflect the facts and conditions of the case, including any assessment by the contractor, and the basis for the decision. The records must contain the assessments, calculations, and analyses discussed in D–104, including the trade–off analysis between savings and increased risk to the Government because of responsibility for Government–furnished equipment.

[56 FR 36594, July 31, 1991, as amended at 57 FR 42634, Sept. 15, 1992; 58 FR 37868, July 14, 1993]

APPENDIX E—DOD SPARE PARTS BREAKOUT PROGRAM

Sec.

Part 1—General

E–100 Scope.
E–101 Applicability.
E–102 General.
E–103 Definitions.
E–103.1 Acquisition Method Code (AMC).
E–103.2 Acquisition Method Code Conference.
E–103.3 Acquisition Method Suffix Code (AMSC).
E–103.4 Actual Manufacturer.
E–103.5 Altered Item Drawing.
E–103.6 Annual Buy Quantity.
E–103.7 Annual Buy Value (ABV).
E–103.8 Bailment.
E–103.9 Breakout.
E–103.10 Competition.
E–103.11 Contractor Technical Information Code (CTIC).

E–103.12 Design Control Activity.
E–103.13 Direct Purchase.
E–103.14 Engineering Drawings.
E–103.15 Extended Dollar Value.
E–103.16 Full and Open Competition.
E–103.17 Full Screening.
E–103.18 Immediate (Live) Buy.
E–103.19 Life Cycle Buy Value.
E–103.20 Limited Competition.
E–103.21 Limited Screening.
E–103.22 Manufacture.
E–103.23 Prime Contractor.
E–103.24 Provisioning.
E–103.25 Qualification.
E–103.26 Replenishment Part.
E–103.27 Reverse Engineering.
E–103.28 Selected Item Drawing.
E–103.29 Source.
E–103.30 Source Approval.
E–103.31 Source Control Drawing.
E–103.32 Technical Data.
E–104 General Policies.
E–105 Responsibilities.

Part 2—Breakout Coding

E–200 Scope.
E–201 Coding.
E–201.1 Acquisition Method Codes.
E–201.2 Acquisition Method Suffix Codes.
E–201.3 Contractor Technical Information Codes.
E–202 Assignment of Codes.
E–203 Improving Part Status.
E–204 Communication of Codes.
E–204.1 Communication Media.
E–204.2 Responsibilities.

Part 3—Identification, Selection, and Screening of Parts

E–300 General.
E–301 Identification and Selection Procedures.
E–301.1 Parts Entering the Inventory.
E–301.2 Annual Buy Forecasts.
E–301.3 Immediate Buy Requirements.
E–301.4 Suspect AMC/AMSC.
E–302 Screening.
E–303 Full Screening Procedures.
E–303.1 Data Collection Phase (Step 1).
E–303.2 Data Evaluation Phase (Steps 2–14).
E–303.3 Data Completion Phase (Steps 15–21).
E–303.4 Technical Evaluation Phase (Steps 22–37).
E–303.5 Economic Evaluation Phase (Steps 38–56).
E–303.6 Supply Feedback Phase (Steps 57–65).
E–304 Limited Screening Procedures.

Part 4—Contractor's Assistance

E–400 General.
E–401 Contractor's Technical Evaluation Procedures.

Part 5—Reporting System

E–500 General.
E–501 Reports.
E–502 Reporting Procedures.
E–503 Reporting Instructions.

Exhibits

Exhibit I Valid AMC/AMSC Combinations
Exhibit II Full Screening Decision Process Summary Flow Charts
Exhibit III Limited Screening Decision Process Summary Flow Charts
Exhibit IV Spare Parts Breakout Screening Report
Exhibit V Spare Parts Acquisition Report

AUTHORITY; 41 U.S.C. 421 and 48 CFR chapter 1.

Part 1—General

E–100 Scope.

This appendix established the DoD Spare Parts Breakout Program and provides uniform policies and procedures for management and conduct of the program within and between the departments and agencies.

E–101 Applicability.

(a) This appendix applies to—

(1) Any centrally managed replenishment or provisioned part (hereinafter referred to as ''part'') for military systems and equipment; and

(2) All DoD personnel involved with design control, acquisition, and management of such parts including, but not limited to, project/program/system managers, technical personnel, contracting officers, legal counsel, inventory managers, inspectors, and small business specialists and technical advisors.

(b) This appendix does not apply to—

(1) Component breakout (see Appendix D);

(2) Foreign military sale peculiar items;

(3) Insurance items (e.g., one-time buy);

(4) Obsolete items;

(5) Phase out items (e.g., life of type buy);

(6) Items with annual buy values below the thresholds developed by DoD components or field activities;

(7) Parts being acquired under other specifically defined initial support programs; or

(8) Parts acquired through local purchase.

E–102 General.

(a) Significant resources are dedicated to the acquisition and management of parts for military systems and equipment. The ability to competitively buy spares must be considered early in a weapon system acquisition. Initially, repairable or consumable parts are identified and acquired through a provisioning process; repairable or consumable parts acquired thereafter are for replenishment.

(b) The objective of the DoD Spare Parts Breakout Program is to reduce costs through the use of competitive procurement methods, or the purchase of parts directly from the actual manufacturer rather than the prime contractor, while maintaining the integrity of the systems and equipment in which the parts are to be used. The program is based on the application of sound management and engineering judgement in—

(1) Determining the feasibility of acquiring parts by competitive procedures or direct purchase from actual manufacturers; and

(2) Overcoming or removing constraints to breakout identified through the screening process (technical review) described in E–302.

(c) This Appendix sets forth procedures to screen and code parts in order to provide contracting officers summary information regarding technical data and sources of supply to meet the Government's minimum requirements. This information assists the contracting officer in selecting the method of contracting, identifying sources of supply, and making other decisions in the preaward and award phases, with consideration for established parameters of system and equipment integrity, readiness, and the opportunities to competitively acquire parts (see FAR/DFARS Part 6). The identification of sources for parts, for example, requires knowledge of manufacturing sources, additional operations performed after manufacture of parts possessing safety or other critical characteristics, and the availability of technical data.

(d) The result of the screening process (technical review is indicated by an acquisition method code (AMC) and an acquisition method suffix code (AMSC). This program provides procedures for both the initial assignment of an AMC and an AMSC to a part, and for the recurring review of these codes (see E–202 and E–203(b)(1)).

E–103 Definitions.

E–103.1 Acquisition method code (AMC).

A single digit numeric code, assigned by a DoD activity, to describe to the contracting officer and other Government personnel the results of a technical review of a part and its suitability for breakout.

E–103.2 Acquisition method code conference.

A conference which is generally held at the contractor's facility for the purpose of reviewing contractor technical information codes (CTICs) and corresponding substantiating data for breakout.

E–103.3 Acquisition method suffix code (AMSC).

A single digit alpha code, assigned by a DoD activity, which provides the contracting officer and other Government personnel with engineering, manufacturing, and technical information.

E–103.4 Actual manufacturer.

An individual, activity, or organization that performs the physical fabrication processes that produce the deliverable part or other items of supply for the Government. The actual manufacturer must produce the part in-house. The actual manufacturer may or may not be the design control activity.

E–103.5 Altered item drawing.

See current version of DoD STD–100, paragraphs 201.4.4 and 703.

E–103.6 Annual buy quantity.

The forecast quantity of a part required for the next 12 months.

E–103.7 Annual buy value (ABV).

The annual buy quantity of a part multiplied by its unit price.

E–103.8 Bailment.

The process whereby a part is loaned to a recipient with the agreement that the part will be returned at an appointed time. The government retains legal title to such material even though the borrowing organization has possession during the stated period.

E–103.9 Breakout.

The improvement of the acquisition status of a part resulting from a technical review and a deliberate management decision. Examples are—

(a) The competitive acquisition of a part previously purchased noncompetitively; and

(b) The direct purchase of a part previously purchased from a prime contractor who is not the actual manufacturer of the part.

E–103.10 Competition.

A contract action where two or more responsible sources, acting independently, can be solicited to satisfy the Government's requirement.

E–103.11 Contractor technical information code (CTIC).

A two digit alpha code assigned to a part by a prime contractor to furnish specific information regarding the engineering, manufacturing, and technical aspects of that part.

E–103.12 Design control activity.

A contractor or Government activity having responsibility for the design of a given part, and for the preparation and currency of engineering drawings and other technical data for that part. The design control activity may or may not be the actual manufacturer. The design control activity is synonymous with design activity as used by DoD STD–100.

E–103.13 Direct purchase.

The acquisition of a part from the actual manufacturer, including a prime contractor who is an actual manufacturer of the part.

E–103.14 Engineering drawings.

See current versions of DoD STD–100 and DoDD 1000.

E–103.15 Extended dollar value.

The contract unit price of a part multiplied by the quantity purchased.

E–103.16 Full and open competition.

A contract action where all responsible sources are permitted to compete.

E–103.17 Full screening.

A detailed parts breakout process, including data collection, data evaluation, data completion, technical evaluation, economic evaluation, and supply feedback, used to determine if parts can be purchased directly from the actual manufacturer(s) or can be competed.

E–103.18 Immediate (live) buy.

A buy which must be executed as soon as possible to prevent unacceptable equipment readiness reduction, unacceptable disruption in operational capability, and increased safety risks, or to avoid other costs.

E–103.19 Life cycle buy value.

The total dollar value of all acquisitions that are estimated to occur over a part's remaining life cycle.

E–103.20 Limited competition.

A competitive contract action where the provisions of full and open competition do not exist.

E–103.21 Limited screening.

A parts breakout process covering only selected points of data and technical evaluations, and should only be used to support immediate buy requirements (see E–301.3).

E–103.22 Manufacture.

The physical fabrication process that produces a part, or other item of supply. The physical fabrication processes include, but are not limited to machining, welding, soldering, brazing, heat treating, braking, riveting, pressing, chemical treatment, etc.

E–103.23 Prime contractor.

A contractor having responsibility for design control and/or delivery of a system/equipment such as aircraft, engines, ships, tanks, vehicles, guns and missiles, ground communications and electronics systems, and test equipment.

E–103.24 Provisioning.

The process of determining and acquiring the range and quantity (depth) of spare and repair parts, and support and test equipment required to operate and maintain an end item of materiel for an initial period of service.

E–103.25 Qualification.

Any action (contractual or precontractual) that results in approval for a firm to supply items to the Government without further testing beyond quality assurance demonstrations incident to acceptance of an item. When prequalification is required, the Government must have a justification on file—

(a) Stating the need for qualification and why it must be done prior to award;

(b) Estimating likely cost of qualification; and

(c) Specifying all qualification requirements.

E–103.26 Replenishment part.

A part, repairable or consumable, purchased after provisioning of that part, for: replacement; replenishment of stock; or use in the maintenance, overhaul, and repair of equipment such as aircraft, engines, ships, tanks, vehicles, guns and missiles, ground communications and electronic systems, ground support, and test equipment. As used in this appendix, except when distinction is necessary, the term ''part'' includes subassemblies, components, and subsystems as defined by the current version of MIL–STD–280.

E–103.27 Reverse engineering.

A process by which parts are examined and analyzed to determine how they were manufactured, for the purpose of developing a complete technical data package. The normal, expected result of reverse engineering is the creation of a technical data package suitable for manufacture of an item by new sources.

E–103.28 Selected item drawing.

See current version of DoD–STD–100, paragraph 201.4.5.

E–103.29 Source.

Any commercial or noncommercial organization which can supply a specified part. For coding purposes, sources include actual manufacturers, prime contractors, vendors, dealers, surplus dealers, distributors, and other firms.

E–103.30 Source approval.

The Government review that must be completed before contract award.

E–103.31 Source control drawing.

See the current version of DoD–STD–100, paragraph 201.4.3.

E–103.32 Technical data.

Specifications, plans, drawings, standards, purchase descriptions, and such other data to describe the Government's requirements for acquisition.

E–104 General policies.

(a) The identification, selection, and screening of parts for breakout shall be made as early as possible to determine the technical and economic considerations of the opportunities for breakout to competition or direct purchase. Full and open competition is the preferred result of breakout screening.

(b) A part shall be made a candidate for breakout screening based on its cost effectiveness for breakout. Resources should be assigned and priority given to those parts with the greatest expected return given their annual buy value, life cycle buy value, and likelihood of successful breakout, given technical characteristics such as design and performance stability. Consideration of all such factors is necessary to ensure the maximum return on investment in a given breakout program. Occasionally, an item will not meet strict economic considerations for breakout, but action may be required due to other considerations to avoid overpricing situations. Accordingly, there is no minimum DoD threshold for breakout screening actions. DoD components and field activities will develop annual buy thresholds for breakout screening which are consistent with economic considerations and resources. Every effort should be made to complete the full screening of parts that are expected to be subsequently replenished as they enter the inventory.

(c) Breakout improvement efforts shall continue through the life cycle of a part to improve its breakout status (see E–203) or until such time as the part is coded 1G, 2G, 1K, 2K, 1M, 2M, 1N, 2N, 1T, 2T, 1Z, or 2Z.

(d) No firm shall be denied the opportunity to demonstrate its ability to furnish a part which meets the Government's needs, without regard to a part's annual buy value, where a restrictive AMC/AMSC is assigned (see FAR 9.202). A firm must clearly demonstrate, normally at its own expense, that it can satisfy the Government's requirements. The Government shall make a vigorous effort to expedite its evaluation of such demonstration and to furnish a decision to the demonstrating firm within a reasonable period of time. If a resolution cannot be made within 60 days, the offeror must be advised of the status of the request and be provided with a good faith estimate of the date the evaluation will be completed. Every reasonable effort shall be made to complete the review before a subsequent acquisition is made. Also, restrictive codes and low annual buy value do not preclude consideration of a surplus dealer or other nonmanufacturing source when the part offered was manufactured by an approved source (see FAR 10.010). A potential surplus dealer or other nonmanufacturing source must provide the Government with all the necessary evidence which proves the proposed part meets the Government's requirements.

(e) The experience and knowledge accrued by contractors in the development, design, manufacture and test of equipment may enhance the breakout decision making process. DoD activities may obtain technical information from contractors when it is considered requisite to an informed coding decision. The procedure for contracting for this information is provided in Part 4 of this appendix. Contractor's technical information will be designated by CTICs. Only DoD activities shall assign AMCs and AMSCs.

(f) DoD activities with breakout screening responsibilities shall develop, document, and advertise programs which promote the development of qualified sources for parts that are currently being purchased sole source. These programs should provide fair and reasonable technical assistance (engineering or other technical data, parts on bailment, etc.) to contractors who prove they have potential for becoming a qualified second source for an item. These programs should also provide specially tailored incentives to successful firms so as to stimulate their investment in becoming qualified, e.g., Government furnished equipment (GFE) or Government furnished material (GFM) for reverse engineering and technical data package review and assistance.

(g) Departments and agencies shall identify the engineering support activity, design control activity, actual manufacturer, and prime contractor for each part such that the information is readily available to breakout and acquisition personnel.

E–105 Responsibilities.

(a) The Assistant Secretary of Defense (Production and Logistics) has authority for direction and management of the DoD Spare Parts Breakout Program, including the establishment and maintenance of implementing regulations.

(b) Departments and agencies shall perform audits to ensure that their respective activities comply with the provisions of this program.

(c) Commanders of DoD activities with breakout screening responsibility shall—

(1) Implement a breakout program consistent with the requirements of this appendix.

(2) Assist in the identification and acquisition of necessary data rights and technical data, and the review of restrictive legends on technical data, during system/equipment development and production to allow, when feasible, breakout of parts.

(3) Designate a program manager to serve as the central focal point, communicate breakout policy, ensure cost effectiveness of screening actions and breakout program, provide assistance in implementing breakout screening, monitor ongoing breakout efforts and achievements, and provide surveillance over implementation of this appendix. The program manager shall report only to the Commander, or deputy, of the activity with breakout screening responsibility.

(4) Ensure that actions to remove impediments to breakout are continued so long as it is cost effective, or until no further breakout improvements can be made.

(5) Invite the activity's small business specialist and the resident small business administration's procurement center representative (PCR), if any, to participate in all acquisition method coding conferences at Government and contractor locations.

(6) Ensure timely engineering and technical support to other breakout activities regardless of location.

(i) In the case of parts where contracting or inventory management responsibility has been transferred, support shall include—

(A) Assignment of an AMC/AMSC prior to the transfer;

(B) Assignment of an AMC/AMSC when requested by the receiving activity to parts transferred without such codes. The requesting activity may recommend an AMC/AMSC; and

(C) Full support of the receiving activities' breakout effort by providing timely engineering support in revising existing AMC/AMSCs.

(ii) In all cases, support shall include, but not be limited to, furnishing all necessary technical data and other information (such as code suspense date and procurement history) to permit acquisition in accordance with the assigned AMC/AMSC (see E–105(d)(6)).

(7) Ensure that appropriate surveillance is given to first time breakout parts.

(d) Breakout program managers shall be responsible for—

(1) Initiating the breakout process during the early phases of development and continue the process during the life of the part;

(2) Considering the need for contractor technical information codes (CTICs) and, when needed, initiating a contract data requirement;

(3) Identifying, selecting, and screening in accordance with Part 3 of this appendix;

(4) Assigning an AMC/AMSC, using all available data, including CTICs;

(5) Responding promptly to a request for evaluation of additional sources or a review of assigned codes. An evaluation not completed prior to an immediate buy shall be promptly completed for future buys; and

(6) Documenting all assignments and changes, to include rationale for assigning the chosen code, in a permanent file for each part. As a minimum, the file should identify the engineering support activity, cognizant design control activity, actual manufacturer, prime contractor, known sources of supply, and any other information needed to support AMC/AMSC assignments.

(e) Contracting officers responsible for the acquisition of replenishment parts shall—

(1) Consider the AMC/AMSC when developing the method of contracting, the list of sources to be solicited, the type of contract, etc.; and

(2) Provide information which is inconsistent with the assigned AMC/AMSC (e.g., availability of technical data or possible sources) to the activity responsible for code assignment with a request for timely evaluation of the additional information. An urgent immediate buy need not be delayed if an evaluation of the additional information cannot be completed in time to meet the required delivery date.

Part 2—Breakout Coding

E–200 Scope.

This part provides parts breakout codes and prescribes responsibilities for their assignment and management.

E–201 Coding.

Three types of codes are used in the breakout program.

E–201.1 Acquisition method codes.

The following codes shall be assigned by DoD activities to describe the results of the spare parts breakout screening:

(a) *AMC 0.* The part was not assigned AMC 1 through 5 when it entered the inventory, nor has it ever completed screening. Use of this code is sometimes necessary but discouraged. Maximum effort to determine the

applicability of an alternate AMC is the objective. This code will never be used to recode a part that already has AMC 1 through 5 assigned, and shall never be assigned as a result of breakout screening. Maximum effort to determine the applicability of AMC 1 through 5 is the objective.

(b) *AMC 1.* Suitable for competitive acquisition for the second or subsequent time.

(c) *AMC 2.* Suitable for competitive acquisition for the first time.

(d) *AMC 3.* Acquire, for the second or subsequent time, directly from the actual manufacturer.

(e) *AMC 4.* Acquire, for the first time, directly from the actual manufacturer.

(f) *AMC 5.* Acquire directly from a sole source contractor which is not the actual manufacturer.

E–201.2 Acquisition method suffix codes.

The following codes shall be assigned by DoD activities to further describe the acquisition method code. Valid combinations of AMCs/AMSCs are indicated in paragraphs (a) through (z) of this subsection and summarized in Exhibit I.

(a) *AMSC A.* The Government's right to use data in its possession is questionable. This code is only applicable to parts under immediate buy requirements and for as long thereafter as rights to data are still under review for resolution and appropriate coding. This code is assigned only at the conclusion of limited screening, and it remains assigned until the full screening process resolves the Government's rights to use data and results in assignment of a different AMSC. If one source is available, AMCs 3, 4, or 5 are valid. If at least two sources exist, or if the data is adequate for an alternate source to qualify in accordance with the design control activity's procedures, AMCs 1 or 2 are valid.

(b) *AMSC B.* This part must be acquired from a manufacturing source(s) specified on a source control or selected item drawing as defined by the current version of DoD–STD–100. Suitable technical data, Government data rights, or manufacturing knowledge are not available to permit acquisition from other sources, nor qualification testing of another part, nor use of a second source part in the intended application. Although, by DoD–STD–100 definition, altered and selected items shall have an adequate technical data package, data review discloses that required data or data rights are not in Government possession and cannot be economically obtained. If one source is available, AMCs 3, 4, or 5 are valid. If at least two sources exist, AMCs 1 or 2 are valid.

(c) *AMSC C.* This part requires engineering source approval by the design control activity in order to maintain the quality of the part. Existing unique design capability, engineering skills, and manufacturing knowledge by the qualified source(s) require acquisition of the part from the approved source(s). The approved source(s) retain data rights, manufacturing knowledge, or technical data that are not economically available to the Government, and the data or knowledge is essential to maintaining the quality of the part. An alternate source must qualify in accordance with the design control activity's procedures, as approved by the cognizant Government engineering activity. The qualification procedures must be approved by the Government engineering activity having jurisdiction over the part in the intended application. If one source is approved, AMCs 3, 4, or 5 are valid. If at least two sources are approved or if data is adequate for an alternate source to qualify in accordance with the design control activity's procedures, AMCs 1 or 2 are valid.

(d) *AMSC D.* The data needed to acquire this part competitively is not physically available, it cannot be obtained economically, nor is it possible to draft adequate specifications or any other adequate, economical description of the material for a competitive solicitation. AMSC 3, 4, or 5 are valid.

(e) *AMSC E.* (Reserved).

(f) *AMSC F.* (Reserved).

(g) *AMSC G.* The Government has rights to the technical data, the data package is complete, and there are no technical data, engineering, tooling or manufacturing restrictions. (This is the only AMSC that implies that parts are candidates for full and open competition. Other AMSCs such as K, M, N, Q, and S may imply limited competition when two or more independent sources exist yet the technical data package is inadequate for full and open competition.) AMCs 1 or 2 are valid.

(h) *AMSC H.* The Government physically does not have in its possession sufficient, accurate, or legible data to purchase this part from other than the current source(s). This code is applicable only to parts under immediate buy requirements and only for as long thereafter as the deficiency is under review for resolution and appropriate recoding. This code is only assigned at the conclusion of limited screening, and it remains assigned until the full screening process resolves physical data questions and results in assignment of a different AMSC. If one source is available, AMCs 3, 4, or 5 are valid. If at least two sources exist, AMCs 1 or 2 are valid.

(i) *AMSC I.* (Not authorized.)

(j) *AMSC J.* (Reserved.)

(k) *AMSC K.* This part must be produced from class 1 castings and similar type forgings as approved (controlled) by procedures contained in the current version of MIL–STD–2175. If one source has such castings and cannot provide them to other sources, AMCs

3, 4, or 5 are valid. If at least two sources have such castings or they can be provided to other sources AMCs 1 or 2 or valid.

(l) *AMSC L.* The annual buy value of this part falls below the screening threshold established by DoD components and field activities. However, this part has been screened for additional known sources, resulting in either confirmation that the initial source exists or that other sources may supply the part. No additional screening was performed to identify the competitive or noncompetitive conditions that would result in assignment of a different AMSC. This code shall not be used when screening parts entering the inventory. This code shall be used only to replace AMSC O for parts under the established screening threshold. If one source is available, AMCs 3, 4, or 5 are valid. If at least two sources exist, AMCs 1 or 2 are valid.

(m) *AMSC M.* Manufacture of this part requires use of master or coordinated tooling. If only one set of tooling exists and cannot be made available to another source for manufacture of this part, AMCs 3, 4, or 5 are valid. When the availability of existent or refurbishable tooling is available to two or more sources, then AMCs 1 or 2 are valid.

(n) *AMSC N.* Manufacture of this part requires special test and/or inspection facilities to determine and maintain ultra-precision quality for its function or system integrity. Substantiation and inspection of the precision or quality cannot be accomplished without such specialized test or inspection facilities. If the test cannot be made available for the competitive manufacture of the part, the required test or inspection knowledge cannot be documented for reliable replication, or the required physical test or inspection facilities and processes cannot be economically documented in a TDP, valid AMCs are 3, 4, or 5. If the facilities or tests can be made available to two or more competitive sources, AMCs 1 or 2 are valid.

(o) *AMSC O.* The part was not assigned an AMSC when it entered the inventory, nor has it ever completed screening. Use of this code in conjunction with AMC 0 is sometimes necessary but discouraged. Maximum effort to determine the applicability of an alternate AMSC is the objective. Only AMC O is valid.

(p) *AMSC P.* The rights to use the data needed to purchase this part from additional source(s) are not owned by the Government and cannot be purchased, developed, or otherwise obtained. It is uneconomical to reverse engineer this part. This code is used in situations where the Government has the data but does not own the rights to the data. If only one source has the rights or data to manufacture this item, AMCs 3, 4, or 5 are valid. If two or more sources have the rights or data to manufacture this item, AMCs 1 or 2 are valid.

(q) *AMSC Q.* The Government does not have adequate data, lacks rights to data, or both needed to purchase this part from additional sources. The Government has been unable to economically buy the data or rights to the data, although the part has been undergoing full screening for 12 or more months. Breakout to competition has not been achieved, but current, continuing actions to obtain necessary rights to data or adequate, reprocurement technical data indicate breakout to competition is expected to be achieved. This part may be a candidate for reverse engineering or other techniques to obtain technical data. All AMSC Q items are required to be reviewed within the timeframes cited in E–203(b). If one source is available, AMCs 3, 4, or 5 are valid. If at least two sources exist, AMCs 1 or 2 are valid.

(r) *AMSC R.* The Government does not own the data or the rights to the data needed to purchase this part from additional sources. It has been determined to be uneconomical to buy the data or rights to the data. It is uneconomical to reverse engineer the part. This code is used when the Government did not initially purchase the data and/or rights. If only one source has the rights or data to manufacture this item, AMCs 3, 4, or 5 are valid. If two or more sources have the rights or data to manufacture this item, AMCs 1 or 2 are valid.

(s) *AMSC S.* Acquisition of this item is restricted to Government approved source(s) because the production of this item involves unclassified but militarily sensitive technology (see FAR 6.3). If one source is approved, AMCs 3, 4, or 5 are valid. If at least two sources are approved, AMCs 1 or 2 are valid.

(t) *AMSC T.* Acquisition of this part is controlled by qualified products list (QPL) procedures. Competition for this part is limited to sources which are listed on or are qualified for listing on the QPL at the time of award (see FAR Part 9 and DFARS Part 209). AMCs 1 or 2 are valid.

(u) *AMSC U.* The cost to the Government to breakout this part and acquire it competitively has been determined to exceed the projected savings over the life span of the part. If one source is available, AMCs 3, 4, or 5 are valid. If at least two sources exist, AMCs 1 or 2 are valid.

(v) *AMSC V.* This part has been designated a high reliability part under a formal reliability program. Probability of failure would be unacceptable from the standpoint of safety of personnel and/or equipment. The cognizant engineering activity has determined that data to define and control reliability limits cannot be obtained nor is it possible to draft adequate specifications for this purpose. If one source is available, AMCs 3, 4, or 5 are valid. If at least two sources are available, AMCs 1 or 2 are valid.

(w) *AMSC W.* (Reserved.)

(x) *AMSC X*. (Not authorized.)

(y) *AMSC Y*. The design of this part is unstable. Engineering, manufacturing, or performance characteristics indicate that the required design objectives have not been achieved. Major changes are contemplated because the part has a low process yield or has demonstrated marginal performance during tests or service use. These changes will render the present part obsolete and unusable in its present configuration. Limited acquisition from the present source is anticipated pending configuration changes. If one source is available, AMCs 3, 4, or 5 are valid. If at least two sources exist, AMCs 1 or 2 are valid.

(z) *AMSC Z*. This part is a commercial/nondevelopmental/off-the-shelf item. Commercial item descriptions, commercial vendor catalog or price lists or commercial manuals assigned a technical manual number apply. If one source is available, AMCs 3, 4, or 5 are valid. If at least two sources are available, AMCs 1 or 2 are valid.

E–201.3 Contractor technical information codes.

The following two digit alpha codes shall be used by contractors, when contractor's assistance is requested. These codes are assigned in accordance with the current version of MIL–STD–789 and shall be considered during the initial assignment of an AMC/AMSC. For spare parts breakout, requirements for contractor assistance through CTIC submission shall be accomplished as stated in Part 4 of this appendix. Each CTIC submitted by a contractor must be accompanied by supporting documentation which justifies the proposed code. These codes and supporting documentation, transmitted by DD Form 1418, Contractor Technical Information Record, and DD Form 1418–1, Technical Data Identification Checklist, are useful not only for code assignment during acquisition coding conferences, but also for personnel conducting both full and limited screening of breakout candidates. Personnel conducting full and limited screening of breakout candidates should use the supporting documentation provided with CTICs as a source of information. However, they should not allow this information to substitute for careful analysis and further investigation of the possibilities of acquiring a part through competition or by direct purchase. The definitions for CTICs are—

(a) *CTIC CB*. Source(s) are specified on source control, altered item, or selected item drawings/documents. (The contractor shall furnish a list of the sources with this code.)

(b) *CTIC CC*. Requires engineering source approval by the design control activity in order to maintain the quality of the part. An alternate source must qualify in accordance with the design control activity's procedures, as approved by the cognizant Government engineering activity.

(c) *CTIC CG*. There are no technical restrictions to competition.

(d) *CTIC CK*. Produced from class 1 castings (see the current version of MIL–STD–2175) and similar type forgings. The process of developing and proving the acceptability of high-integrity castings and forgings requires repetitive performance by a controlled source. Each casting or forging must be produced along identical lines to those which resulted in initial acceptability of the part. (The contractor shall furnish a list of known sources for obtaining castings/forgings with this code.)

(e) *CTIC CM*. Master or coordinated tooling is required to produce this part. This tooling is not owned by the Government or, where owned, cannot be made available to other sources. (The contractor shall furnish a list of the firms possessing the master or coordinated tooling with this code.)

(f) *CTIC CN*. Requires special test and/or inspection facilities to determine and maintain ultra-precision quality for function or system integrity. Substantiation and inspection of the precision or quality cannot be accomplished without such specialized test or inspection facilities. Other sources in industry do not possess, nor would it be economically feasible for them to acquire facilities. (The contractor shall furnish a list of the required facilities and their locations with this code.)

(g) *CTIC CP*. The rights to use the data needed to purchase this part from additional sources are not owned by the Government and cannot be purchased.

(h) *CTIC CV*. A high reliability part under a formal reliability program. Probability of failure would be unacceptable from the standpoint of safety of personnel and/or equipment. The cognizant engineering activity has determined that data to define and control reliability limits cannot be obtained nor is it possible to draft adequate specifications for this purpose. Continued control by the existing source is necessary to ensure acceptable reliability. (The contractor shall identify the existing source with this code.)

(i) *CTIC CY*. The design of this part is unstable. Engineering, manufacturing, or performance characteristics indicate that the required design objectives have not been achieved. Major changes are contemplated because the part has a low process yield or has demonstrated marginal performance during tests or service use. These changes will render the present part obsolete and unusable in its present configuration. Limited acquisition from the present source is anticipated pending configuration changes. (The contractor shall identify the existing source with this code.)

E–202 Assignment of codes.

The purpose of AMC/AMSC assignments is to provide the best possible technical assessment of how a part can be acquired. The technical assessment should not be based on issues such as: are the known sources actual manufacturers, or are there two actual manufacturers in existence; but rather on factors such as the availability of adequate technical data, the Government's rights to use the data, technical restrictions placed on the hardware (criticality, reliability, special testing, master tooling, source approval, etc.) and the cost to breakout vice projected savings. In cases where there is additional technical information which affects the way a part can be acquired, it should be made available to the contracting officer, with the AMC/AMSC. Concerning the assignment of AMCs and AMSCs, it is DoD policy that—

(a) The assignment of AMC/AMSCs to parts is the responsibility of the DoD component introducing the equipment or system for which the parts are needed in the inventory. Subsequent screening is the responsibility of the DoD component assigned technical responsibility.

(b) When two or more AMSCs apply, the most technically restrictive code will be assigned.

(c) Restricted combinations of AMC/AMSCs are reflected in the AMSC definitions. The Defense Logistics Service Center will reject invalid code combinations, as shown in Exhibit I, submitted for entry into the Federal catalog program (see E–204.2).

(d) One-time acquisition of a part by a method other than indicated by the code does not require a change to the AMC (e.g., when only one of a number of sources can meet a short delivery date, or when only one manufacturing source is known but acceptable surplus parts are available from other sources).

(e) After the first acquisition under AMC 2 or 4, the AMC shall be recoded 1 or 3 respectively.

(f) Both full and limited screening will result in the assignment or reassignment of an AMC/AMSC. This assignment shall be based on the best technical judgment of breakout personnel and on information gathered during the screening process.

(g) A part need not be coded as noncompetitive based on an initial market survey which only uncovers one interested source. If the Government has sufficient technical data in its possession to enable other sources to manufacture an acceptable part, and there are no technical restrictions on the part which would preclude other sources from manufacturing it, the part should be coded competitive.

E–203 Improving part status.

(a) *General.* An effective breakout program requires that all reasonable actions be taken to improve the acquisition status of parts. The potential for improvement of the acquisition status will vary with individual circumstances. On one end of the spectrum are those parts with acquisition method suffix codes of a temporary nature requiring vigorous follow-through improvement action (e.g., AMSCs A and H); on the other end are those parts with codes suggesting a relative degree of permanence (e.g., AMSCP). A code assigned to a part should never be considered fixed with respect to either technical circumstance or time; today's technical constraint may be overcome by tomorrow's technology and a contractor's rights to data, so zealously protected today, often become less important with time. The application of breakout improvement effort must always consider individual circumstances and overall benefits expected to be obtained.

(b) *Code suspense dates.* Every part whose breakout status can be improved shall be suspensed for rescreening as appropriate. In general, the following codes cannot be improved: 1G, 2G, 1K, 2K, 1M, 2M, 1N, 2N, 1T, 2T, 1Z, or 2Z. The period between suspenses is a period for which an assigned AMC/AMSC is considered active, and routine rescreening of parts with ''valid'' codes is not required. Suspense dates may vary with the circumstance surrounding each part. A code reached as a result of limited screening (E–304) shall not be assigned a suspense date exceeding 12 months; a code reached as a result of full screening (E–303) shall not be assigned a suspense date exceeding three years. In exceptional cases, where circumstances indicate that no change can be expected in a code over an extended period, a suspense date not exceeding five years may be assigned in accordance with controls established by the breakout activity. Items with a 1G or 2G code do not require a suspense date.

E–204 Communication of codes.

E–204.1 Communication media.

Use the Federal catalog program formats, set forth in DoD Manual 4100.39–M, Defense Integrated Data System (DIDS) Procedural Manual, communication media and operating instructions as augmented by this appendix to disseminate AMCs and AMSCs.

E–204.2 Responsibilities.

(a) The Defense Logistics Service Center (DLSC) shall—

(1) Receive and disseminate AMCs and AMSCs for each national stock number (NSN) to all appropriate Government activities in consonance with scheduled Federal catalog program computer cycles;

(2) Make the AMCs and AMSCs a part of the data bank of NSN item intelligence;

(3) Perpetuate the codes in all subsequent Federal catalog program transactions; e.g., entry of new NSNs and Federal supply code (FSC) changes; and

(4) Reject invalid code combinations submitted for entry into the Federal catalog program.

(b) DoD activities responsible for the assignment of AMCs and AMSCs shall—

(1) Transmit assigned codes for each NSN through normal cataloging channels to DLSC under existing Federal catalog program procedures; and

(2) Notify DLSC by normal Federal catalog program maintenance procedures when a change in coding is made.

Part 3—Identification, selection, and screening of parts

E–300 General.

This part sets forth procedures for the identification, selection, and screening of parts.

E–301 Identification and selection procedures.

E–301.1 Parts entering the inventory.

The breakout process should begin at the earliest possible stage of weapon systems acquisition. Generally, a provisioned part will require subsequent replenishment. Provisioning or similar lists of new parts are, therefore, the appropriate bases for selecting parts for screening. This is not to imply that breakout must be done on all items as part of the provisioning process. Priorities shall be applied to those parts offering the greatest opportunity for breakout and potential savings. The major factors in making this determination are—

(a) The unit price;

(b) The projected quantity to be purchased over the part's life cycle; and

(c) The potential for screening to result in a part being successfully broken out, e.g., item stability, cost, and completeness of technical data, etc.

E–301.2 Annual buy forecasts.

Annually, lists shall be prepared that identify all parts projected for purchase during the subsequent 12-month period. Priority should be given to those parts with the greatest expected return given their annual buy value, life cycle buy value, and likelihood of successful breakout, given technical characteristics such as design and performance stability and the availability of technical data. Parts with an expired suspense date or a suspense date which will expire during the forecast period (see E–203(b)), need only be subjected to the necessary steps of the full screening procedure (see E–303). Parts with a valid code that will not expire during the forecast period need not be screened. Parts coded 0O shall be selected for full screening.

E–301.3 Immediate buy requirements.

An immediate buy requirement will be identified by the user or the item manager in consonance with department/agency regulations. When an immediate buy requirement meeting the screening criteria (see E–104(b)) is generated for a part not assigned a current AMC/AMSC, the part shall be promptly screened in accordance with either the full or limited screening procedures (see E–303 and E–304).

E–301.4 Suspect AMC/AMSC.

Whenever an AMC/AMSC is suspected of being inaccurate by anyone, including the contracting officer, a rescreening shall be conducted for that part. Suspect codes include codes composed of invalid combinations of AMCs and AMSCs, those which do not truly reflect how a part is actually being acquired, and those suspected of being more restrictive than necessary for the next buy.

E–302 Screening.

(a) Screening procedures include consideration and recording of the relevant facts pertaining to breakout decisions. The objective of screening is to improve the acquisition status by determining the potential for competition, or purchase from an actual manufacturer. Consideration of any reasonable approach to establishing competition should be an integral part of the breakout process.

(b) Screening procedures may vary depending on circumstances related to the parts. No set rules will provide complete guidance for making acquisition method decisions under all conditions encountered in actual practice. An informed coding decision can be made without following the procedures step by step in every case.

(c) Activities involved in screening are encouraged to develop supplemental procedures which prove effective in meeting this regulation's objectives. These procedures should be tailored to the particular activity's operating environment and the characteristics of the parts for which it is responsible. Nevertheless, care should be taken in all cases to assure that—

(1) Responsible judgment is applied to all elements involved in the review of a part;

(2) The necessary supporting facts are produced, considered, and recorded in the breakout screening file. The breakout screening file contains technical data and other documents concerning screening of the part;

(3) All cost effective alternatives are considered for establishing competition, or purchase from an actual manufacturer (see E–105(d)(6)); and

(4) When possible, the sequence of the review allows for accomplishing several screening steps concurrently.

(d) Contractor participation in the decision making process extends only to providing technical information. This technical information is provided by supporting documentation (DD Forms 1418, Contractor Technical Information Record, and DD Form 1418–1, Technical Data Identification Checklist) which includes the CTIC assignment. Government personnel shall substantiate the breakout decision by reference to the CTIC and by careful review of the supporting documentation. However, the CTIC provides guidance only, and it should be used as one of the inputs to arrive at an acceptable AMC and AMSC coding.

(e) Contractor's technical information furnished in accordance with MIL–STD–789 may indicate areas requiring additional research by the Government before screening can be completed. Seldom will industry's contribution to the screening process enable the Government to assign an AMC or AMSC without additional review.

(f) During the screening process, it may be appropriate to communicate with industry, particularly potential manufacturers of a part, to determine the feasibility of establishing a competitive source and to estimate the costs and technical risks involved.

(g) Coding conferences with industry shall be documented.

(h) Screening may disclose a part is not suitable for competitive acquisition, but it may be possible to breakout the part for direct purchase from the actual manufacturer or to establish a second source. Parts particularly suited to direct purchase are those where neither the design control activity nor the prime contractor contribute additional value or whose data belong to the actual manufacturer and will not be acquired by the Government, and where that manufacturer exercises total responsibility for the part (design and quality control, testing, etc.), and where additional operations performed by the prime contractor can be performed by the actual manufacturer or by the Government.

(i) For each part that is screened, a file shall be established to document and justify the decisions and results of all screening effort (see E–105(d)(6)).

(j) Full and limited screening procedures are two elements of breakout programs. Other spare parts initiatives to enhance breakout are reverse engineering, bailment, data rights challenges, and publication of intended buy lists. Integration of other initiatives within the screening processes developed at each activity is encouraged.

E–303 Full screening procedures.

(a) Full screening procedures should be developed so that the potential is fully evaluated for establishing competition or purchase from an actual manufacturer. Also, full screening procedures should facilitate accurate and consistent acquisition method code assignment. It is expected that each activity will develop its own operational screening procedures. A general model, full screening decision process is provided below to support the development of activity level procedures and to provide guidance regarding the general scope of these procedures. The full screening procedures involve 65 steps in the decision process, and are divided into the following phases—

(1) Data collection;

(2) Data evaluation;

(3) Data completion;

(4) Technical evaluation;

(5) Economic evaluation; and

(6) Supply feedback.

(b) The six phases describe different functions that must be achieved during screening. The nature of the screening process does not permit clear distinction of one phase from another. Further, the order of performance of these phases may not correspond to the order listed here. In fact, the phases will often overlap and may be performed simultaneously. Their purpose is to identify the different functions comprising the screening process.

(c) A summary flow chart of the decision steps is provided as Exhibit II to assist in understanding the logical order of the full screening steps for various conditions. Use of the flow chart in connection with the text that follows is essential to fully understand the order of the steps in the process.

E–303.1 Data collection phase (step 1).

(a) Assemble all available data and establish a file for each part. Collect identification data, relevant data obtained from industry, contracting and technical history data and current status of the part, including—

(1) Normal identification required for cataloging and standardization review;

(2) All known sources;

(3) Historical contracting information, including the more recent awards, date of awards, and unit price(s) for the quantities prescribed;

(4) Identification of the actual manufacturer(s), the latest unit price and the quantity on which the price is based. (When the actual manufacturer is not the design control activity, the design control activity may be consulted to ensure the latest version of the item is being procured from the actual manufacturer);

(5) Identification of the activity, Government or industry, having design control over

the part and, if industry, the cognizant Government engineering activity;

(6) The expected life in the military supply system;

(7) Record of any prior review for breakout, with results or findings; and

(8) Annual demand.

(b) In the case of complex items requiring large numbers of drawings, collection of a reasonable technical data sample is sufficient for the initial technical data evaluation phase (steps 2–14).

E–303.2 Data evaluation phase (steps 2–14).

(a) Data evaluation is crucial to the whole review procedure. It involves determination of the adequacy of the technical data package and the Government's rights to use the data for acquisition purposes.

(b) The data evaluation process may be divided into two stages—

(1) A brief but intensive analysis of available data and documents regarding both technical matters and data rights, leading to a decision whether to proceed with screening; and

(2) If the decision is to proceed with screening, further work is necessary to produce an adequate technical data package, such as research of contract provisions, engineering work on data and drawings, and requests to contractors for additional data.

(c) The steps in this phase are—(1) *Step 2.* Are full Government rights established by the available data package? Evidence for an affirmative answer would include the identification of Government drawings, incorporation by reference of Government specifications or process descriptions in the public domain, or reference to contract provisions giving the Government rights to data. If the answer is negative, proceed to step 3; if positive, proceed to step 6.

(2) *Step 3.* Are the contractor's limitations of the Government's rights to data established by the available data package?

(i) The questions in step 2 and 3 are not exclusive. The incorporation in a drawing of contract provisions reserving rights to the manufacturer, either in the whole design or in certain manufacturing processes, would establish a clear affirmative answer to step 3 where there is substantiating Government documentation. Parts not in this group shall be retained for further processing (see step 20). Data rights that cannot be substantiated shall be challenged (see DFARS Part 227, validation procedures).

(ii) In the case of clear contractor ownership of rights, proceed with steps 4 and 5.

(3) *Step 4.* Are there bases for competitive acquisition without using data subject to limitations on use? This question requires consideration, for example, of the possibility of using performance specifications or substitution of military or commercial specifications or bulletins for limited elements of the manufacturing process. The use of sample copies is another possibility.

(4) *Step 5.* Can the Government buy the necessary rights to data? This is a preliminary question to the full analysis (in steps 20 and 21 below) and is designed primarily to eliminate from further consideration those items which incorporate established data restrictions and for which there are no other bases for competitive acquisition nor is purchase of rights possible or feasible.

(5) *Steps 6 and 7.* Is the present technical data package adequate for competitive acquisition of a reliable part?

(6) *Steps 8 and 9.* Specify omissions. The question in steps 6 and 7 requires a critical engineering evaluation and should deal first with the physical completeness of the date—are any essential dimensions, tolerances, processes, finishes, material specifications, or other vital elements of data lacking from the package? If so, these omissions should be specified. A second element deals with adequacy of the existing package to produce a part of the required performance, compatibility, quality, and reliability. This will, of course, be related to the completeness of data. In some cases, qualified engineering judgment may decide that in spite of apparently complete data, the high performance or other critical characteristics of the item require retention of the present source. If such decision is made, the file shall include documentation in the form of specific information, such as difficulties experienced by the present manufacturer in producing a satisfactory item or the existence of unique production skills in the present source.

(7) *Steps 10 and 11.* Can the data be developed to make up a reliable technical data package? This implies a survey of the specified omissions with careful consideration to determine the resources available to supply each missing element. Such resources will vary from simple referencing of standard engineering publications to more complex development of drawings with the alternatives of either obtaining such drawings or developing performance specifications. In some cases, certain elements of data are missing because they have been properly restricted. If, however, there has been no advance substantiation of the right to restrict, the part should be further researched. If the answer to this question is negative, proceed to step 12; if positive, proceed to step 13 or 14.

(8) *Step 12.* If the answer to the question in steps 10 and 11 is no, which condition is the prime element in this decision, the lack of data or the unreliability of the data? Specific documentation is needed to support this decision.

(9) *Steps 13 and 14.* Estimate the time required to complete the data package. In those cases where the data package is found

inadequate and specific additions need to be developed, an estimate of the time required for completion must be made in order to determine if breakout of the part is feasible during this review cycle and to estimate at what point in the remaining life of the part the data package could be available.

E–303.3 Data completion phase (steps 15–21).

(a) The data completion phase involves acquiring or developing the missing elements of information to reach a determination on both adequacy of the technical data package and the restriction of rights to data. It may involve various functional responsibilities, such as examination of past contracts, queries directed to industry or to other Government agencies, inspection of the part, reverse or other engineering work to develop drawings and write specifications, arrangements with the present source for licensing or technical assistance to new manufacturers, and negotiations for purchase of rights to data. Additional research and information requests should be expeditiously initiated on those parts where there is a reasonable expectation of breakout. Because this phase is time-consuming, it should take place concurrently with other phases of the review.

(b) At the beginning of the data completion phase, the part falls into one of the following four steps—

(1) *Step 15.* The data package is complete and adequate and the Government has sufficient rights for acquisition purposes. Such parts require no further data analysis. Proceed to step 22.

(2) *Step 16.* The Government has rights to existing data. The data package is incomplete but there is a reasonable expectation that the missing elements can be supplied. Proceed to step 19.

(3) *Step 17.* The data package is complete, but suitable Government rights to the data have not been established. Proceed to step 20.

(4) *Step 18.* Neither rights nor completeness of data is adequately established; therefore, the part requires further research. Proceed to step 20.

(c) *Step 19.* Obtain or develop the necessary data for a suitable data package. Reverse engineering to develop acquisition data may be used if there is a clear indication that the costs of reverse engineering will be less than the savings anticipated from competitive acquisition. If there is a choice between reverse engineering and the purchase of data (step 21), the decision shall be made on the basis of relative costs, quality, time, and other pertinent factors.

(d) *Step 20.* Establish the Government's and contractor's rights to the data. Where drawings and data cannot be identified to a contract, the following guidelines should be applied—

(1) Where drawings and data bear legends which warn of copyright or patent rights, the effect of such legends shall be resolved according to law and policy; however, the existence of patent or copyright restrictions does not per se preclude securing competition with respect to the parts described (see FAR Subpart 27.3/DFARS Subpart 227.3).

(2) If the technical data bears legends which limit the Government's right to use the data for breakout and it is determined that reasonable grounds exist to question the current validity of the restrictive markings, the contracting officer will be notified to initiate the validation procedures at DFARS Subpart 227.4.

(3) Where drawings and data are unmarked and, therefore, free of limitation on their use, they shall be considered available for use in acquisition, unless the acquiring office has clear evidence to the contrary (see DFARS Subpart 227.4).

(4) The decision process in situations described in paragraphs (d) (1), (2), and (3) of this subsection requires the exercise of sound discretion and judgment and embraces legal considerations. In no case shall a decision be made without review and approval of that decision by legal counsel.

(5) If the validation procedures in paragraph (d)(2) of this subsection establish the Government's right to use the data for breakout, the Government shall attempt to obtain competition pursuant to the decisions resulting from concurrent technical and economic evaluation.

(e) *Step 21.* If restrictions on the use of data are established, determine whether the Government can buy rights to the required data. Use the procedure in DFARS Subpart 227.4.

E–303.4 Technical evaluation phase (steps 22–37).

(a) *Introduction.* (1) The purposes of technical evaluation are to determine the development status, design stability, high performance, and/or critical characteristics such as safety of personnel and equipment; the reliability and effective operation of the system and equipment in which the parts are to be used; and to exercise technical judgment as to the feasibility of breaking out the parts. No simple and universal rules apply to each determination. The application of experience and responsible judgment is required. Technical considerations arise in several elements of the decision process, e.g., in determining adequacy of the data package (steps 6–14).

(2) Certain manufacturing conditions may reduce the field of potential sources. However, these conditions do not justify the restriction of competition by the assignment

of restrictive AMCs for the following reasons—

(i) *Parts produced from class 1 castings and similar type forgings.* The process of developing and providing the acceptability of high-integrity castings and forgings requires repetitive performance by a controlled source for each casting or forging along identical lines to those which result in initial acceptability of the item. The particular manufacturer's process becomes the controlling factor with regard to the acceptability of any such item. However, other firms can produce class 1 castings and similar type forgings and provide the necessary inspection, or the part may be acquired from other sources which use castings or forgings from approved (controlled) source(s).

(ii) *Parts produced from master or coordinated tooling, e.g., numerically controlled tapes.* Such parts have features (contoured surfaces, hole locations, etc.) delineated according to unique master tooling or tapes and are manufactured to minimum/maximum limits and must be replaceable without additional tailoring or fitting. These parts cannot be manufactured or configured by a secondary pattern or jigs independent of the master tooling and cannot be manufactured to requisite tolerances of fit by use of commercial precision machinery. In this context, jigs and fixtures used only for ease of production are not considered master tooling. However, master tooling may be reproduced.

(iii) *Parts requiring special test and/or inspection facilities to determine and maintain ultra-precision quality for the function or system integrity.* Substantiation and inspection of the precision or quality cannot be accomplished without specialized test or inspection facilities. Testing is often done by the actual manufacturer under actual operating use. However, such special test inspection facilities may be available at other firms.

(b) *Design procedures (steps 22–31).* (1) *Step 22.* Will a design change occur during anticipated lead time? If affirmative, proceed to step 23; if negative, proceed to step 24.

(2) *Step 23.* Specify the design change and assign an appropriate code.

(3) *Step 24.* Is a satisfactory part now being produced? Concurrently with the research and completion of data, a technical determination is required as to the developmental status of the part. With the frequent telescoping of the development/production cycle as well as constant product improvement throughout the active life of equipment, parts are frequently subject to design changes. The present source, if a prime contractor, is usually committed to incorporate the latest changes in any deliveries under a production order. In considering the part for breakout, an assessment must be made of the stability of design, so that in buying from a new source the Government will not be purchasing an obsolete or incompatible part. The question of obsolescence or noncompatibility is to some extent under Government control. Screening for breakout on parts that are anticipated to undergo design change should be deferred until design stability is attained.

(4) *Step 25.* Can a satisfactory part be produced by a new source? Determine whether technical reasons prohibit seeking a new source. The fact that the present source has not yet been able to produce a satisfactory part (step 24) does not preclude another source from being successful. If the answer to step 24 or 25 is affirmative, proceed simultaneously to steps 27 and 38. If the answer to step 25 is negative, proceed to step 26.

(5) *Step 26.* If the present source is producing an unsatisfactory part, but technical reasons prohibit seeking a new source, specify the reasons.

(6) *Step 27.* Does the part require prior qualification or other approval testing? If the answer is positive, proceed to step 28; if negative, proceed to step 32.

(8) *Step 28.* Specify the requirement.

(9) *Step 29.* Estimate the time required to qualify a new source.

(10) *Step 30.* Is there currently a qualified source?

(11) *Step 31.* Who is responsible for qualifications of the subcontractor, present prime contractor, the Government, or an independent testing agency?

(i) If a qualified source is currently in existence, the review should consider who will be responsible for qualification in the event of competitive acquisition. If qualification testing is such that it can be performed by the selected source under a preproduction or first article clause in the contract, the costs of initial approval should be reflected in the offers received. If the part requires initial qualification tests by some other agency such as the present prime contractor, the Government, an independent testing agent outside the Government, or by technical facilities within the departments, out-of-pocket costs may be incurred if the part is competed. An estimate of qualification costs should then be made and recorded in such cases.

(ii) Where facilities within the Government are not adequate for testing or qualification, or outside agencies such as the equipment contractor cannot or will not do the job, the economics of qualification may be unreasonable, and a narrative statement of these facts should replace the cost estimate. Whenever possible, such as in the case of engine qualification tests, economy of combined qualification tests should be considered.

(c) *Quality assurance procedures (steps 32–33).* Quality control and inspection is a primary consideration when making a decision to breakout. Where the prime contractor performs quality assurance functions beyond

those of the part manufacturer or other sources, the Government may—

(1) Develop the same quality control and inspection capability in the manufacturer's plant;

(2) Assume the responsibility for quality; or

(3) Undertake to obtain the quality assurance services from another source, possibly the prime contractor.

(4) *Step 32.* Who is now responsible for quality control and inspection of the part?

(5) *Step 33.* Can a new source be assigned responsibility for quality control? Is the level of the quality assurance requirements specified in the system contract necessary for the screened part? The minimum quality assurance procedures for each part shall be confirmed.

(i) A new source shall be considered if—

(A) Any essential responsibility (e.g., burn-in, reliability, maintainability) retained by the prime contractor for the part and its relationship to the end item can be eliminated, shifted to the new source, or assumed by the Government;

(B) The prime contractor will provide the needed quality assurance services;

(C) The Government can obtain competent, impartial services to perform quality assurance responsibility; or

(D) The new source can maintain an adequate quality assurance program, inspection system, or inspection appropriate for the part.

(ii) If the prime contractor has responsibility for quality that a new source cannot assume or obtain, or that the Government cannot undertake or eliminate, consideration of the new source is precluded.

(d) *Tooling procedures (steps 34–37).* (1) *Step 34.* Is tooling or other special equipment required?

(2) *Step 35.* Specify the type of tooling.

(3) *Step 36.* Estimate additional acquisition leadtime for setup and for tooling.

(4) *Step 37.* Does the Government possess this tooling? If tooling or special equipment is required for production of the part, the types and quantities should be specified. Investigation can then be made as to whether the Government possesses such tooling and can make it available to a new source. A requirement for special tooling is not necessarily a deterrent to competitive solicitation for parts. The Government may find it desirable to purchase the needed tooling and furnish it to the new source. In this case, the costs can be determined with reasonable accuracy. However, if new sources can provide the tooling or special equipment, this will be reflected in competitive prices and should not normally require further analysis.

E–303.5 Economic evaluation phase (steps 38–56).

(a) Economic evaluation concerns identification and estimation of breakout savings and direct cost offsets to breakout. The economic evaluation phase is composed of the three segments detailed in paragraphs (b) through (d) of this subsection.

(b) *Development of savings data (steps 38–40).* (1) *Step 38.* Estimate remaining program life cycle buy value.

(2) *Step 39.* Apply either a savings factor of 25 percent or one determined under local conditions and experience.

(3) *Step 40.* Multiply the remaining program life cycle buy value by the savings factor to obtain the expected future savings, if the part is coded for breakout.

(c) *Computation of breakout costs (steps 41–47).* Several groups of costs must be collected, summarized and compared to estimated savings to properly determine the economics of breakout. These costs include—

(1) *Direct costs (steps 41–45).* Direct costs of breakout normally include all expenditures which are direct and wholly identifiable to a specific, successful breakout action, and which are not reflected in the part unit price. Examples of direct costs include Government tooling or special test equipment, qualification testing, quality control expenses, and industry participation costs (such as completion of the Contractor Technical Information Data Record) if borne by the Government.

(i) Step 41. Estimate the cost to the Government for tooling or special equipment.

(ii) Step 42. Estimate the cost, if any, to the Government for qualifying the new source.

(iii) Step 43. Estimate the cost, if any, to the Government for assuring quality control, or the cost of contracting for quality control.

(iv) Step 44. Estimate the cost to the Government for purchasing rights to data.

(v) Step 45. Add estimated total direct costs to the Government to breakout the item.

(2) *Performance specification costs (steps 46–47).* (i) Step 46. Is the breakout candidate constructed to a performance specification?

(ii) Step 47. If the answer is yes in step 46, add performance specification breakout cost estimate elements to the result of step 45. The addition of an unknown number of nonstocked parts which must be stocked by the supply system for repairs is a significant element of cost associated with the decision to compete a performance specification assembly. (The same situation does not arise with respect to a design specification assembly since virtually all spare parts used to repair such an assembly are essentially identical to parts already in the assembly.) The cost of

introducing these nonstocked parts into the system includes—

(A) Additional catalog costs. The number of nonstocked parts forecasted to be in the competed assembly, multiplied by the variable cost of cataloging per line item.

(B) Additional bin opening costs.

The number of nonstocked parts forecasted to be in the competed assembly, multiplied by the variable cost of a bin opening at each of the locations where the part is to be stocked.

(C) Additional management costs. The number of nonstocked parts forecasted to be in the competed assembly, multiplied by the variable cost of management per line item.

(D) Additional technical data costs. The cost of a new set of technical data for the competed assembly, including the variable expenses of its production, reproduction, and distribution.

(E) Additional repair tools and test equipment costs. The costs of additional special tools and test equipment not otherwise required by the existing assembly.

(F) Additional logistics support costs. The costs associated with the new item such as spare and repair parts, technical manuals, and training.

(d) *Comparison of savings and costs (steps 48–56).* Compare estimated breakout costs to forecasted breakout savings. If costs exceed estimated savings, it will be uneconomical to compete the part. Performance specification parts should be analyzed to ensure that pertinent breakout costs have been considered and, if it is not economical to breakout the part, whether an appropriate detailed design data package reduces costs sufficiently to make breakout economical.

(1) *Step 48.* Compare total costs of breakout (step 47) to estimated savings (step 40).

(2) *Step 49.* Are costs of breakout greater or less than estimated savings? If greater, proceed to step 50; if yes, proceed to step 51.

(3) *Step 50.* Is the breakout candidate constructed to a performance specification? If no, proceed to step 54; if yes, proceed to step 57.

(4) *Step 51.* Is it appropriate to obtain a detailed design data package? If yes, proceed to step 52; if no, proceed to step 54. The decision to change a performance specification part to a detailed design part obviously requires a critical engineering examination of the part itself, as well as a review of the impact such a change might have on the operational effectiveness of the system in which the equipment is to be employed. Acquisition of a performance specification part by a subsequently acquired design specification subjects the Government to the additional hazard of losing the money paid for the development of the design specification, should the design be altered during the contracting leadtime period. Accordingly, the engineering evaluation should closely review design stability over the anticipated contracting leadtime in order to avoid acquiring an obsolete or nonstandard part if the decision is made to compete it.

(5) *Step 52.* Add the estimated cost of obtaining a detailed design data package to the results of step 45.

(6) *Step 53.* If the results of step 52 are less than the estimated savings, initiate action to obtain a detailed design data package. Proceed to step 54 to code the part for a period until it can be rescreened using the design specification package. The code determined in this screening shall be assigned a suspense date commensurate with the leadtime required to obtain the detailed design data package (see E–203(b)).

(7) *Step 54.* Is the part manufactured by the prime contractor? If yes, code the part AMC 3; if no, proceed to step 55.

(8) *Step 55.* Can the part be acquired directly from the actual manufacturer? If no, proceed to step 56; if yes, code the part AMC 3 or 4, as applicable.

(9) *Step 56.* Specify the reasons for inability to obtain the part from the actual manufacturer. Code the part AMC 5.

E–303.6 Supply feedback phase (steps 57–65).

(a) The supply feedback phase of the analysis is the final screening phase for breakout parts. This phase in completed for all AMC 2 parts to determine if sufficient time is available to breakout on the immediate buy and to communicate this information to the inventory manager responsible for the requirement. First, all additional time factors required to breakout the part are added. Total time is subtracted from the immediate and future buy date and the result compared to the current date. (Note: Not all time factors listed apply to each part screened.) If the result is the same or earlier than the required contract date, the part is coded competitive and action is begun to qualify additional sources as necessary. If the result is later than the required contract date, action to compete the immediate buy quantity should be initiated if the inventory manager can find some means of accepting later delivery. If this is impossible, the appropriate records should be annotated for competitive acquisition of the next replenishment buy quantity. If late delivery is acceptable, the inventory manager should compute requirements for the part and initiate an appropriate purchase requisition.

(b) *Procedures.* (1) *Step 57.* Add all additional time factors required to breakout the part (steps 13, 14, 29, and 36).

(2) *Step 58.* Add the results of step 57 to the date of this review.

(3) *Step 59.* Compare the result of step 58 to the date that the contract or order must be placed.

(4) *Step 60.* Is the result of step 59 earlier than, later than, or the same as the contract or order date? (If earlier or the same, proceed to step 61; if later, proceed to step 63.)

(5) *Step 61.* Can supply accept late delivery? If yes, proceed to step 62; if no, proceed to step 63.

(6) *Step 62.* Notify the inventory manager to compute requirements and initiate a purchase requisition. Proceed to step 64.

(7) *Step 63.* Code the part AMC 2. Insufficient time to compete on this buy.

(8) *Step 64.* Code the part AMC 2.

(9) *Step 65.* Begin actions to qualify new sources, if required and possible.

E–304 Limited screening procedures.

(a) Limited screening procedures are only appropriate when the full screening process cannot be completed for a part in sufficient time to support an immediate buy requirement. If limited screening does not result in a competitive AMC and the part is characterized by a high buy value and high buy quantity in the annual buy forecast, full screening procedures shall be immediately initiated.

(b) Limited screening procedures cover only the essential points of data and technical evaluations more completely described in full screening procedures (see E–303). Extensive legal review of rights or technical review of data is not required; nor is backup information on type and extent of qualification testing, quality control procedures and master tooling required. A summary flow chart of the limited screening decision steps is provided at Exhibit III.

(c) The limited screening decision steps are followed sequentially if the answer to the question in each step is affirmative. If any step is answered in the negative, proceed directly to step 10.

(1) *Step 1.* Assemble all available data and establish a file for each part. Collect identification data, relevant data obtained from industry, contracting and technical history data and current status of the part (see E–303.1).

(2) *Step 2.* Do the available documents establish Government rights to use the data for acquisition purposes? If the Government's rights to use data in its possession is questionable, resolution of the rights must continue beyond award of the immediate buy.

(3) *Step 3.* Is the data package sufficient, accurate, and legible? If the Government does not have in its possession sufficient, accurate, or legible data, action shall be promptly initiated to resolve the deficiency for the next buy.

(4) *Step 4.* Is the design of the part stable over the anticipated acquisition leadtime?

(5) *Step 5.* Is a satisfactory part now being produced?

(6) *Step 6.* Can the part be acquired from a new source without prior qualification testing or other approval testing?

(7) *Step 7.* Can the Government or a new source be responsible for quality assurance?

(8) *Step 8.* Can the part be manufactured without master or coordinated tooling or other special equipment; if no, is there more than one source which has the tooling or special equipment?

(9) *Step 9.* Assign AMC 2. Proceed to step 11.

(10) *Step 10.* Assign AMC 3, 4, or 5, as appropriate.

(11) *Step 11.* Establish the date of the next review (see E–104(c) and E–203(b)).

Part 4—Contractor's Assistance

E–400 General.

(a) Contractor's assistance in screening shall be requested on provisioned and replenishment parts after consideration of the benefit expected from the contractor's technical information and the cost to the Government of obtaining such assistance.

(b) Contractor's assistance shall not be requested for parts covered by Government/industry specifications, commercially available parts or parts for which data is already available.

(c) Arrangements entered into with contractor to obtain technical information shall provide that—

(1) Contractors will exert their best effort to make impartial technical evaluations using applicable technical data and the experience of competent personnel; and

(2) No costs to the Government will be incurred for duplicate screening of parts.

E–401 Contractor's technical evaluation procedures.

(a) Contractor's technical evaluation for the screening process shall be required contractually by incorporating MIL–STD–789, which delineates the contractor's responsibilities and procedures and prescribes use of the contractor DD Form 1418, Technical Information Record, and the DD Form 1418–1, Technical Data Identification Checklist, a copy of each document listed on DD Form 1418–1, and other substantive data that was used in developing the contractor's recommendations.

(b) When MIL–STD–789 is incorporated in a contract, the DD Form 1423, Contract Data Requirements List, shall specify the requirement for the submission of DD Form 1418, Technical Information Record, and DD Form 1418–1, Technical Data Identification Checklist, in accordance with MIL–STD–789.

Part 5—Reporting System

E–500 General.

This part prescribes reports regarding the breakout program which cannot be obtained from other sources. These reports are used to evaluate the effectiveness of breakout programs, establish a baseline for all spare part acquisitions, and identify trends in spare parts acquisition.

E–501 Reports.

(a) *Spare Parts Breakout Screening Report (RCS DD P&L(Q&SA)714A).* This is a cumulative semi-annual report reflecting the accomplishments of the breakout program. The report describes the results of full and limited screening for provisioning and replenishment parts by number of different NSNs for each AMC. Departments and agencies shall also maintain actual cost data attributable to the Spare Parts Breakout Program which shall be forwarded on this report semi-annually.

(b) *Spare Parts Acquisition Report (RCS DD P&L(Q&SA) 714B).* This is a cumulative semi-annual report for all purchases made of spare parts during the current fiscal year. This report describes the number and extended dollar value of different NSNs purchased for each AMC. Departments and agencies shall also maintain actual savings (or cost avoidance) data attributable to the Spare Parts Breakout Program which shall be forwarded on this report semi-annually. Because of extraneous factors such as contracting leadtimes and changes in spare parts requirements, this report will not always reflect the acquisition of the parts screened during a reporting period (contained on the Spare Parts Breakout Screening Report). Also, it will not show in all instances how the part was actually acquired. This report is intended to be an indication of the success of the breakout program, and designed to show trends in the coding and data available to buyers in the acquisition package.

E–502 Reporting procedures.

(a) Departments and agencies shall maintain and forward semi-annual reports. The second semi-annual report in a fiscal year shall reflect cumulative totals for the current fiscal year using the formats in Exhibits IV and V.

(b) The reports will be due no later than 45 days after the end of each period designated.

(c) Submissions will be made to the Assistant Secretary of Defense (Production and Logistics), ATTN: Deputy Assistant Secretary for Logistics.

E–503 Reporting instructions.

(a) *Spare parts breakout screening report.* Using the format in Exhibit IV, provide the following—

(1) Enter reporting activity name, fiscal year, and period ending.

(2) For each AMC/AMSC listed, enter the number of different NSNs for which screening was completed during the period. Show zeros where applicable. This should be done for both full and limited screening.

(3) Report the total costs of the breakout program incurred for the period. Although this will be primarily labor costs, it should also include appropriate prorated costs of ADP services, office overhead, data retrieval service costs, etc. (see E–303.5).

(b) *Spare parts acquisition report.* Using the format in Exhibit V, provide the following—

(1) Enter reporting activity name, fiscal year, and period ending.

(2) For each AMC/AMSC listed, enter the number of different NSNs purchased during the current fiscal year and their extended dollar value.

(3) Report the actual breakout program savings or cost avoidances as measured by completed acquisition (not anticipated acquisitions). Price differentials should be measured on each acquisition where a breakout action has taken place. They should equal the difference between the previous contract unit price and the current contract unit price, times the number of units purchased.

EXHIBIT I—VALID AMC/AMSC COMBINATIONS

Acquisition Method Code (AMC)

AMSC	0	1	2	3	4	5
A	X	o	o	o	o	o
B	X	o	o	o	o	o
C	X	o	o	o	o	o
D	X	X	X	o	o	o
G	X	o	o	X	X	X
H	X	o	o	o	o	o
K	X	o	o	o	o	o
L	X	o	o	o	o	o
M	X	o	o	o	o	o
N	X	o	o	o	o	o
O	o	X	X	X	X	X
P	X	o	o	o	o	o
Q	X	o	o	o	o	o
R	X	o	o	o	o	o
S	X	o	o	o	o	o
T	X	o	o	X	X	X
U	X	o	o	o	o	o
V	X	o	o	o	o	o
Y	X	o	o	o	o	o
Z	X	o	o	o	o	o

o = Valid Combinations.
X = Invalid Combinations.

Exhibit II—Full Screening Decision Process Summary Flow Chart

NOTE: Exhibit II appears in the 1991 Looseleaf Edition of the Defense FAR Supplement.

Copies can be obtained from: Defense Acquisition Regulations System, OUSD(A), Washington, DC 20301–3000.

EXHIBIT III--LIMITED SCREENING DECISION PROCESS SUMMARY FLOW CHART

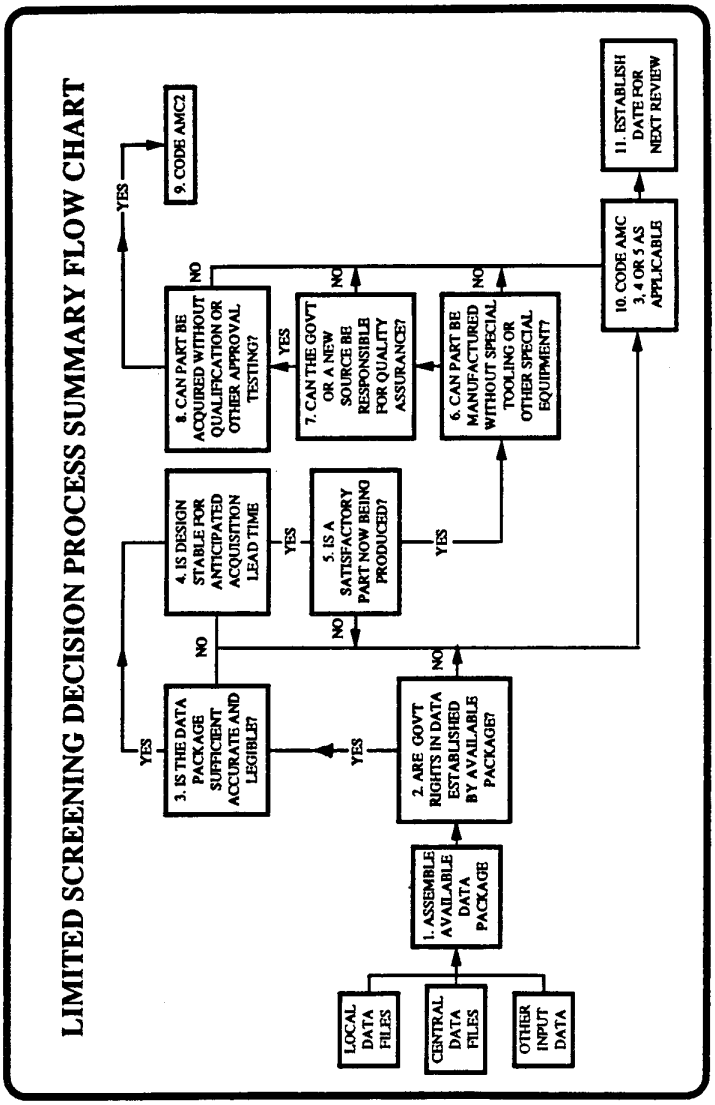

EXHIBIT IV--SPARE PARTS BREAKOUT SCREENING REPORT

SPARE PARTS BREAKOUT SCREENING REPORT

Report Activity_____ Fiscal Year_____ Period Ending_____

NUMBER OF NSNs

AMC/AMSC	LIMITED SCREENING	FULL SCREENING	TOTAL SCREENING
*1G Only			
1			
**2G Only			
2			
3			
4			
5			
TOTAL			

SPARE PARTS BREAKOUT PROGRAM COSTS $_____

*Excluded from AMC 1 data
**Excluded from AMC 2 data

EXHIBIT V--SPARE PARTS ACQUISITION REPORT

SPARE PARTS ACQUISITION REPORT

Report Activity_____ **Fiscal Year**_____ **Period Ending**_____

P U R C H A S E M A D E

AMC/AMSC	NUMBER OF NSNs	EXTENDED DOLLAR VALUE
*1G Only		
1		
**2G Only		
2		
3		
4		
5		
TOTAL		

SPARE PARTS BREAKOUT PROGRAM
SAVINGS OR COST AVOIDANCES $_____

*Excluded from AMC 1 data
**Excluded from AMC 2 data

[56 FR 36595, July 31, 1991, as amended at 58 FR 37868, July 14, 1993]

[56 FR 36595, July 31, 1991, as amended at 58 FR 37868, July 14, 1993]

APPENDIX F—MATERIAL INSPECTION AND RECEIVING REPORT

Sec.
Part 1—Introduction
F–101 General.
F–102 Applicability.
F–103 Use.
F–104 Application.
F–105 Forms.
Part 2—Contract Quality Assurance (CQA) on Shipments Between Contractors
F–201 Instructions.
Part 3—Preparation of the DD Form 250 and DD Form 250c
F–301 Preparation instructions.
F–302 Mode/method of shipment codes.
F–303 Consolidated shipments.
F–304 Multiple consignee instructions.
F–305 Correction instructions.
F–306 Invoice instructions.
F–307 Packing list instructions.
F–308 Receiving instructions.
Part 4—Distribution of DD Form 250 and DD Form 250c
F–401 Distribution.
Part 5—Preparation of the DD Form 250–1 (Loading Report)
F–501 Instructions.
Part 6—Preparation of the DD Form 250–1 (Discharge Report)
F–601 Instructions.
Part 7—Distribution of the DD Form 250–1
F–701 Distribution.
F–702 Corrected DD Form 250–1.

AUTHORITY; 41 U.S.C. 421 and 48 CFR chapter 1.

PART 1—INTRODUCTION

F–101 General.

This appendix contains procedures and instructions for the use, preparation, and distribution of the material inspection and receiving report (MIRR) (DD Form 250 series) and commercial shipping/packing lists used to document Government contract quality assurance.

F–102 Applicability.

(a) The provisions of this appendix apply to supplies or services acquired by DoD when the clause at 252.246–7000, Material Inspection and Receiving Report, is included in the contract. If the contract contains the clause at FAR 52.213–1, Fast Payment Procedure, the contractor may elect not to prepare a DD Form 250.

(b) When DoD provides quality assurance or acceptance services for non-DoD activities, prepare a MIRR using the instructions in this appendix, unless otherwise specified in the contract.

F–103 Use.

(a) The DD Form 250 is a multipurpose report used—(1) To provide evidence of Government contract quality assurance at origin or destination;

(2) To provide evidence of acceptance at origin or destination;

(3) For packing lists;

(4) For receiving;

(5) For shipping;

(6) As a contractor invoice; and

(7) As commercial invoice support.

(b) Do not use the DD Form 250 for shipments—(1) By subcontractors, unless the subcontractor is shipping directly to the Government; or

(2) Of contract inventory.

(c) The contractor prepares the MIRR, except for entries that an authorized Government representative is required to complete.

(d) Use the DD Form 250–1—(1) For bulk movements of petroleum products by tanker or barge to cover—

(i) Origin or destination acceptance of cargo; or

(ii) Shipment or receipt of Government owned products.

(2) To send quality data to the point of acceptance in the case of origin inspection on FOB destination deliveries or preinspection at product source. Annotate the forms with the words ''INSPECTED FOR QUALITY ONLY.''

F–104 Application.

(a) *DD Form 250.* (1) Use the DD Form 250 for delivery of contract line, subline, exhibit line, or exhibit subline items. Do not use the DD Form 250 for those exhibit line or exhibit subline items on a DD Form 1423, Contract Data Requirements List, that indicate no DD Form 250 is required.

(2) If the shipped to, marked for, shipped from, mode of shipment, contract quality assurance and acceptance data are the same for more than one shipment made on the same day under the same contract, contractors may prepare one MIRR to cover all such shipments.

(3) If the volume of the shipment precludes the use of a single car, truck, or other vehicle, prepare a separate MIRR for the contents of each vehicle.

(4) When a shipment is consigned to an Air Force activity and the shipment includes items of more than one federal supply class (FSC) or material management code (MMC), prepare a separate DD Form 250 for items of each of the FSCs or MMCs in the shipment. However, the cognizant Government representative may authorize a single DD Form 250, listing each of the FSCs or MMCs included in the shipment on a separate continuation sheet. The MMC appears as a suffix to the national stock number applicable to the item.

(5) Consolidation of Petroleum Shipments on a Single MIRR—(i) *Continental United States.* Contractors may consolidate multiple car or truck load shipments of petroleum made on the same day, to the same destination, against the same contract line item, on one MIRR. To permit verification of motor deliveries, assign each load a load number which can be identified to the shipment number in Block 2 of the DD Form 250. Include a shipping document (commercial or government) with each individual load showing as a minimum—

(A) The shipper;

(B) Shipping point;

(C) Consignee;

(D) Contract and line item number;

(E) Product identification;

(F) Gross gallons (bulk only);

(G) Loading temperature (bulk only);

(H) American Petroleum Institute gravity (bulk only);

(I) Identification of carrier's equipment;

(J) Serial number of all seals applied; and

(K) Signature of supplier's representative.

When acceptance is at destination, the receiving activity retains the shipping document(s) to verify the entries on the consignee copy of the DD Form 250 forwarded by the contractor (reference F–401, Table 1) before signing Block 21B.

(ii) *Overseas.* The same criteria as for continental U.S. applies, except the consolidation period may be extended, if acceptable to the receiving activity, shipping activity, Government finance office, and the authorized Government representative having cognizance at the contractor's facility. In addition, the contractor may include more than one contract line item in each DD Form 250 if the shipped to, marked for, shipped from, mode of shipment, contract quality assurance, and acceptance data are the same for all line items.

(6) *Consolidation of Coal Shipments on a Single MIRR.* Contractors may consolidate multiple railcar or truck shipments of coal made on the same day, to the same destination, against the same contract line items, on one MIRR. To permit verification of truck deliveries, assign each load a load number which can be identified to the shipment number in Block 2 of the DD Form 250 and the analytical test report. Include a commercial shipping document with each individual truck load showing as a minimum—

(i) The shipper;

(ii) The name or names;

(iii) Location and shipping point of the mine or mines from which the coal originates;

(iv) The contract number;

(v) The exact size of the coal shipped; and

(vi) A certified weighmaster's certification of weight for the truckload.

Include a waybill with each rail shipment showing the identical information. To permit verification of rail deliveries, identify each railcar number comprising the shipment to the shipment number in Block 2 of the DD Form 250 and the analytical test report. When acceptance is at destination, the receiving activity must retain the shipping document(s) to verify the entries on the consignee copy of the DD Form 250.

(b) *DD Form 250–1.* (1) Use a separate form for each tanker or barge cargo loaded.

(2) The contractor may report more than one barge in the same tow on a single form if on the same contract and consigned to the same destination.

(3) When liftings involve more than one contract, prepare separate forms to cover the portion of cargo loaded on each contract.

(4) Prepare a separate form for each product or grade of product loaded.

(5) Use a separate document for each tanker or barge cargo and each grade of product discharged.

(6) For discharge, the contractor may report more than one barge in the same tow on a single form if from the same loading source.

F–105 Forms.

(a) Contractors may get MIRR forms from the contract administration office at no cost.

(b) Contractors may print forms provided that the format and dimensions (DD Forms 250 and 250c: 8 1/2 inches x 11 inches, DD Form 250–1: 8 1/2 inches x 14 inches) are identical to the MIRR forms printed by the Government and that the forms are cast to provide for 78 characters per printed image horizontally and 62 lines vertically border to border for the DD Form 250, and 61 lines vertically border to border for the DD Form 250c.

PART 2—CONTRACT QUALITY ASSURANCE (CQA) ON SHIPMENTS BETWEEN CONTRACTORS

F–201 Instructions.

(a) Use the supplier's commercial shipping document/packing list to enter performance of required CQA actions at subcontract level. Make the following entries on the supplier's commercial shipping document/packing list:

Required CQA of listed items has been performed.

(Signature of Authorized Govt. Rep. or DoD Stamp)

(Date)

(Typed Name and Office)

(b) Distribution for Government purposes shall be—

(1) One copy with shipment;

(2) One copy for the Government representative at consignee (via mail); and

(3) One copy for the Government representative at consignor.

PART 3—PREPARATION OF THE DD FORM 250 AND DD FORM 250c

F–301 Preparation instructions.

(a) *General.*

(1) Dates shall use seven spaces consisting of the last two digits of the year, three alphabetic month abbreviation, and two digits for the day. For example, 90AUG07, 90SEP24.

(2) Addresses shall consist of the name, street address/P.O. box, city, state, and ZIP code.

(3) Enter to the right of and on the same line as the word ''Code'' in Blocks 9 through 12 and in Block 14—(i) The Commercial and Government Entity Handbook (H4/H8) code,

(ii) DoD Activity Address Directory (DODAAD) code, or

(iii) The Military Assistance Program Address Directory (MAPAD) code.

(4) Enter the DODAAD, CAGE (H4/H8), or MAPAD code in Block 13.

(5) The data entered in the blocks at the top of the DD Form 250c must be identical to the comparable entries in Blocks 1, 2, 3, and 6 of the DD Form 250.

(6) Enter overflow data from the DD Form 250 in Block 16 or in the body of the DD Form 250c with an appropriate cross reference. Do not number or distribute additional DD Form 250c sheets, solely for continuation of Block 23 data as part of the MIRR.

(7) Do not include classified information in the MIRR. MIRRs shall not be classified.

(b) Completion instructions—

(1) Block 1—Proc instrument iden (contract).

(i) Enter the 13 position alpha-numeric basic Procurement Instrument Identification Number (PIIN) of the contract. When applicable, enter the four alpha-numeric call/order serial number which is supplementary to the 13 position basic PIIN. This number is also referred to as the Supplementary Procurement Instrument Identification Number (SPIIN). Use SPIINs for (also see 204.70)—

(A) Delivery orders under indefinite delivery type contracts;

(B) Orders under basic ordering agreements; and

(C) Calls under blanket purchase agreements.

(ii) Except as indicated in paragraph (iii), do not enter supplementary numbers used in conjunction with basic PIINs to identify—

(A) Modifications of contracts and agreements;

(B) Modifications to calls/orders; or

(C) Document numbers representing contracts written between contractors.

(iii) When shipping instructions are furnished by telephone or TWX message and shipment is made before receipt of the confirming contract modification (SF 30, Amendment of Solicitation /Modification of Contract), enter the contract modification six digit number or the two digit call or order number immediately following the PIIN or call/order four digit SPIIN.

(iv) For DoD delivery orders on non-DoD contracts, enter the non-DoD contract number immediately below the PII number.

1. Proc instrument iden (contract)	(Order) No.
DSA400–90–F–1684. GS–000S–61917.	

(v) When a contract number other than PII number is used, enter that contract number.

(2) Block 2—Shipment No. (i) The shipment number has a three alpha character prefix and a four numeric or alpha-numeric serial number.

(A) The prime contractor shall control and assign the shipment number prefix. The shipment number shall consist of three alphabetic characters for each ''Shipped From'' address (Block 11). The shipment number prefix shall be different for each ''Shipped From'' address and shall remain constant throughout the life of the contract. The prime contractor may assign separate prefixes when shipments are made from different locations within a facility identified by one ''Shipped From'' address.

(B) Number the first shipment 0001 for shipments made under the contract or contract and order number shown in Block 1 from each ''Shipped From'' address, or shipping location within the ''Shipped From'' address. Consecutively number all subsequent shipments with the identical shipment number prefix.

(1) Use alpha-numeric serial numbers when more than 9,999 numbers are required. Serially assign alpha-numeric numbers with the alpha in the first position (the letters I and O shall not be used) followed by the three position numeric serial number. Use the following alpha-numeric sequence:

A000 through A999 (10,000 through 10,999)
B000 through B999 (11,000 through 11,999)
Z000 through Z999 (34,000 through 34,999)

(2) When this series is completely used, start over with 0001.

(ii) Reassign the shipment number of the initial shipment where a ''Replacement Shipment'' is involved (Block 16(d)(6)).

(iii) The prime contractor shall control deliveries and on the final shipment of the contract shall end the shipment number with a ''Z.'' Where the final shipment is from other than the prime contractor's plant, the prime contractor may elect either to:

(A) Direct the subcontractor making the final shipment to end that shipment number with a ''Z''; or

(B) Upon determination that all subcontractors have completed their shipments,

to correct the DD Form 250 (see F–305) covering the final shipment made from the prime contractor's plant by addition of a ''Z'' to that shipment number.

(iv) Contractors follow the procedures in F–306 to use commercial invoices.

(3) Block 3—Date Shipped. Enter the date the shipment is released to the carrier or the date the services are completed. If the shipment will be released after the date of CQA and/or acceptance, enter the estimated date of release. When the date is estimated, enter an ''E'' after the date. Do not delay distribution of the MIRR for entry of the actual shipping date. Reissuance of the MIRR is not required to show the actual shipping date.

(4) Block 4—B/L TCN. When applicable, enter—

(i) The commercial or Government bill of lading number after ''B/L;''

(ii) The transportation control number after ''TCN'' (when a TCN is assigned for each line item on the DD Form 250 under Block 16 instructions, insert ''See Block 16''); and

(iii) The initial (line haul) mode of shipment code in the lower right corner of the block (see F–302).

(5) Block 5—Discount Terms. (i) The contractor may enter the discount in terms of percentages on all copies of the MIRR.

(ii) Use the procedures in F–306 when the MIRR is used as an invoice.

(6) Block 6—Invoice No./date. (i) The contractor may enter the invoice number and actual or estimated date of invoice submission on all copies of the MIRR. When the date is estimated, enter an ''E'' after the date. Do not correct MIRRs other than invoice copies to reflect the actual date of invoice submission.

(ii) Use the procedures in F–306 when the MIRR is used as an invoice.

(7) Block 7—Page/of.

Consecutively number the pages of the MIRR. On each page enter the total number of pages of the MIRR.

(8) Block 8—Acceptance point.

Enter an ''S'' for Origin or ''D'' for destination.

(9) Block 9—Prime contractor/code.

Enter the code and address.

(10) Block 10—Administered by/code.

Enter the code and address of the contract administration office (CAO) cited in the contract.

(11) Block 11—Shipped from/code/FOB.

(i) Enter the code and address of the ''Shipped From'' location. If identical to Block 9, enter ''See Block 9.''

(ii) For performance of services line items which do not require delivery of items upon completion of services, enter the code and address of the location at which the services were performed. If the DD Form 250 covers performance at multiple locations, or if identical to Block 9, enter ''See Block 9.''

(iii) Enter on the same line and to the right of ''FOB'' an ''S'' for Origin or ''D'' for Destination as specified in the contract. Enter an alphabetic ''O'' if the ''FOB'' point cited in the contract is other than origin or destination.

(iv) For destination or origin acceptance shipments involving discount terms, enter ''DISCOUNT EXPEDITE'' in at least one-half inch outline-type style letters across Blocks 11 and 12. Do not obliterate other information in these blocks.

(12) Block 12—Payment will be made by/code. Enter the code and address of the payment office cited in the contract.

(13) Block 13—Shipped to/code. Enter the code and address from the contract or shipping instructions.

(14) Block 14—Marked for/code. Enter the code and address from the contract or shipping instructions. When three-character project codes are provided in the contract or shipping instructions, enter the code in the body of the block, prefixed by ''Proj''; do not enter in the code block.

(15) Block 15—Item No. Enter the item number used in the contract.

(i) Use item numbers under the Uniform Contract Line Item Numbering System (see 204.71).

(ii) Position the item numbers as follows—

(A) For item numbers with four or less digits, enter the number immediately to the left of the vertical dashed line and prefix them with zeros, to achieve four digits.

(B) For item numbers with six digits, with alpha digits in the final two positions, enter the last two digits to the right of the vertical dashed line.

(C) For item numbers with six digits, with numbers in the final two positions, enter the first four digits immediately to the left of the vertical dashed line. Do not use the last two digits.

(iii) Line item numbers not in accordance with the Uniform Contract Line Item Numbering System may be entered without regard to positioning.

(16) Block 16—Stock/part No./description. (i) Use single or double spacing between line items when there are less than four line items. Use double spacing when there are four or more line items. Enter the following for each line item:

(A) The national stock number (NSN) or noncatalog number. Where applicable, include a prefix or suffix. If a number is not provided, or it is necessary to supplement the number, include other identification such as the manufacturer's name or federal supply code (as published in Cataloging Handbook H4–1), and the part number. Show additional part numbers in parentheses or slashes. Show the descriptive noun of the

item nomenclature and if provided, the Government assigned management/material control code. The contractor may use the following technique in the case of equal kind supply items. The first entry shall be the description without regard to kind. For example, ''Shoe-Low Quarter-Black,'' ''Resistor,'' ''Vacuum Tube,'' etc. Below this description, enter the contract line item number in Block 15 and Stock/Part number followed by the size or type in Block 16.

(B) On the next printing line, if required by the contract for control purposes, enter: the make, model, serial number, lot, batch, hazard indicator, or similar description.

(C) On the next printing lines enter—

(1) The MIPR number prefixed by ''MIPR'' or the MILSTRIP requisition number(s) when provided in the contract; or

(2) Shipping instructions followed on the same line (when more than one requisition is entered) by the unit for payment and the quantity shipped against each requisition.

Example:

V04696–185–750XY19059A—EA 5
N0018801776038XY3211BA—EA 200
AT650803050051AAT6391J—EA 1000

(D) When a TCN is assigned for each line item, enter on the next line the transportation control number prefixed by ''TCN.''

(ii) For service line items, enter the word ''SERVICE'' followed by as short a description as is possible in no more than 20 additional characters. Some examples of service line items are maintenance, repair, alteration, rehabilitation, engineering, research, development, training, and testing. Do not complete Blocks 4, 13, and 14 when there is no shipment of material.

(iii) For all contracts administered by Defense Contract Management Command, with the exception of fast pay procedures, enter and complete the following:

Gross Shipping Wt. _____
State weight in pounds only.

(iv) Starting with the next line, enter the following as appropriate (entries may be extended through Block 20). When entries apply to more than one line item in the MIRR, enter them only once after the last line item entry. Reference applicable line item numbers.

(A) Enter in capital letters any special handling instructions/limits for material environmental control, such as temperature, humidity, aging, freezing, shock, etc.

(B) When a shipment is chargeable to Navy appropriation 17X4911, enter the appropriation, bureau control number (BCN), and authorization accounting activity (AAA) number (e.g., 17X4911–14003–104).

(C) When the Navy transaction type code (TC), ''2T'' or ''7T'' is included in the appropriation data, enter ''TC 2T'' or ''TC 7T.''

(D) When an NSN is required by but not cited in a contract and has not been furnished by the Government, the contractor may make shipment without the NSN at the direction of the contracting officer. Enter the authority for such shipment.

(E) When Government furnished property (GFP) is included with or incorporated into the line item, enter the letters ''GFP.''

(F) When shipment consists of replacements for supplies previously furnished, enter in capital letters ''REPLACEMENT SHIPMENT.'' (See F–301, Block 17, for replacement indicators).

(G) On shipments of Government furnished aeronautical equipment (GFAE) under Air Force contracts, enter the assignment AERNO control number, e.g., ''AERNO 60–6354.''

(H) For items shipped with missing components, enter and complete the following:

''Item(s) shipped short of the following component(s): NSN or comparable identification _____, Quantity _____, Estimated Value _____, Authority _____''

(I) When shipment is made of components which were short on a prior shipment, enter and complete the following:

''These components were listed as shortages on shipment number _____, date shipped _____''

(J) When shipments involve drums, cylinders, reels, containers, skids, etc., designated as returnable under contract provisions, enter and complete the following:

''Return to _____, Quantity _____, Item _____, Ownership (Government/contractor).''

(K) Enter the total number of shipping containers, the type of containers, and the container number(s) assigned for the shipment.

(L) On foreign military sales (FMS) shipments, enter the special markings, and FMS case identifier from the contract. Also enter the gross weight.

(M) When test/evaluation results are a condition of acceptance and are not available prior to shipment, the following note shall be entered if the shipment is approved by the contracting officer:

''NOTE: Acceptance and payment are contingent upon receipt of approved test/evaluation results.''

The contracting officer will advise—

(1) The consignee of the results (approval/disapproval); and

(2) The contractor to withhold invoicing pending attachment of the approved test/evaluation results.

(N) The copy of the DD Form 250 required to support payment for destination acceptance (top copy of those with shipment) or ARP origin acceptance shall be identified as follows: enter ''PAYMENT COPY'' in approximately one-half inch outline type style

letters with ''FORWARD TO BLOCK 12 ADDRESS'' in approximately one-quarter inch letters immediately below. Do not obliterate any other entries.

(O) For clothing and textile contracts containing a bailment clause, enter the words ''GFP UNIT VALUE.''

(P) When the initial unit incorporating an approved value engineering change proposal (VECP) is shipped, enter the following statement:

This is the initial unit delivered which incorporates VECP No. _____, Contract Modification No. _____, dated _____.

(17) Block 17—Quantity shipped/received. (i) Enter the quantity shipped, using the unit of measure in the contract for payment. When a second unit of measure is used for purposes other than payment, enter the appropriate quantity directly below in parentheses.

(ii) On the final shipment of a line item of a contract containing a clause permitting a variation of quantity and an underrun condition exists, the prime contractor shall enter a ''Z'' below the last digit of the quantity. Where the final shipment is from other than the prime contractor's plant and an underrun condition exists, the prime contractor may elect either to—

(A) Direct the subcontractor making the final shipment to enter a ''Z'' below the quantity; or

(B) Upon determination that all subcontractors have completed their shipments, correct the DD Form 250 (see F–305) covering the final shipment of the line item from the prime contractor's plant by addition of a ''Z'' below the quantity. Do not use the ''Z'' on deliveries which equal or exceed the contract line item quantity.

(iii) For replacement shipments, enter ''A'' below the last digit of the quantity, to designate first replacement, ''B'' for second replacement, etc. Do not use the final shipment indicator ''Z'' on underrun deliveries when a final line item shipment is replaced.

17. Quantity
Ship/rec'd
1000
(10)
Z

(iv) If the quantity received is the same quantity shipped and all items are in apparent good condition, enter by a check mark. If different, enter actual quantity received in apparent good condition below quantity shipped and circle. The receiving activity will annotate the DD Form 250 stating the reason for the difference.

(18) Block 18—Unit. Enter the abbreviation of the unit measure as indicated in the contract for payment. Where a second unit of measure is indicated in the contract for purposes other than payment or used for shipping purposes, enter the second unit of measure directly below in parentheses. Authorized abbreviations are listed in MIL–STD–129, Marking for Shipping and Storage. For example, LB for pound, SH for sheet.

18. Unit
LB
(SH)

(19) Block 19—Unit price. The contractor may, at its option, enter unit prices on all MIRR copies, except as a minimum:

(i) The contractor shall enter unit prices on all MIRR copies for each item of property fabricated or acquired for the Government and delivered to a contractor as Government furnished property (GFP). Get the unit price from Section B of the contract. If the unit price is not available, use an estimate. The estimated price should be the contractor's estimate of what the items will cost the Government. When the price is estimated, enter an ''E'' after the unit price.

(ii) Use the procedures in F–306 when the MIRR is used as an invoice.

(iii) For clothing and textile contracts containing a bailment clause, enter the cited Government furnished property unit value opposite ''GFP UNIT VALUE'' entry in Block 16.

(iv) Price all copies of DD Forms 250 for FMS shipments with actual prices, if available. If actual prices are not available, use estimated prices. When the price is estimated, enter an ''E'' after the price.

(20) Block 20—Amount. Enter the extended amount when the unit price is entered in Block 19.

(21) Block 21—Contract quality assurance (CQA). (i) The words ''conform to contract'' contained in the printed statements in Blocks A and B relate to quality and to the quantity of the items on the report. Do not modify the statements. Enter notes taking exception in Block 16 or on attached supporting documents with an appropriate block cross reference.

(ii) When a shipment is authorized under alternative release procedure, attach or include the appropriate contractor signed certificate on the top copy of the DD Form 250 copies distributed to the payment office or attach or include the appropriate contractor certificate on the contract administration office copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Management Command (DCMC).

(iii) When contract terms provide for use of Certificate of Conformance and shipment is made under these terms, the contractor shall enter ''Certificate of Conformance'' in Block 21A on the next line following the CQA and acceptance statements. Attach or include the appropriate contractor signed certificate

on the top copy of the DD Form 250 copies distributed to the payment office or attach or include the appropriate certificate on the contract administration office copy when contract administration (Block 10 of the DD Form 250) is performed by DCMC. In addition, attach a copy of the signed certificate to, or enter on, copies of the MIRR sent with shipment.

(iv) Origin. (A) The authorized Government representative shall—

(1) Place an ''X'' in the appropriate CQA and/or acceptance box(es) to show origin CQA and/or acceptance. When the contract requires CQA at destination in addition to origin CQA, enter an asterisk at the end of the statement and an explanatory note in Block 16;

(2) Sign and date;

(3) Enter the typed, stamped, or printed name and office DODAAD code.

(B) When alternative release procedures apply—

(1) The contractor or subcontractor shall complete the entries required under paragraph (A) and enter in capital letters ''ALTERNATIVE RELEASE PROCEDURE'' on the next line following the printed CQA/acceptance statement.

(2) When acceptance is at origin and contract administration is performed by an office other than DCMC, the contractor shall furnish the four payment office copies of the MIRR to the authorized Government representative for dating and signing of one copy and forwarding of all copies to the payment office.

(3) When acceptance is at origin and contract administration is performed by DCMC, furnish the contract administration office copy of the MIRR to the authorized Government representative for dating and signing and forwarding to the contract administration office (see F–401, Table 1).

(C) When fast pay procedures apply, the contractor or subcontractor shall enter in capital letters ''FAST PAY'' on the next line following the printed CQA/acceptance statement. When CQA is required, the authorized Government representative shall execute the block as required by paragraph (A).

(D) When Certificate of Conformance procedures apply, inspection or inspection and acceptance are at source, and the contractor's Certificate of Conformance is required, the contractor shall make entries required by paragraph (iv)(A).

(1) For contracts administered by an office other than DCMC, furnish the four payment office copies of the MIRR to the authorized Government representative for dating and signing of one copy, and forwarding of all copies to the payment office.

(2) For contracts administered by DCMC, furnish the contract administration office copy of the MIRR to the authorized Government representative for dating and signing and forwarding to the contract administration office (see F–401, Table 1).

(3) When acceptance is at destination, no entry shall be made other than ''CERTIFICATE OF CONFORMANCE.''

(v) Destination. (A) When acceptance at origin is indicated in Block 21A, no entries shall be made in Block 21B.

(B) When CQA and acceptance or acceptance is at destination, the authorized Government representative shall—

(1) Place an ''X'' in the appropriate box(es);

(2) Sign and date; and

(3) Enter typed, stamped, or printed name and title.

(C) When ''ALTERNATIVE RELEASE PROCEDURE'' is entered in Block 21A and acceptance is at destination, the authorized Government representative shall complete the entries required by paragraph (B).

(D) Forward the executed payment copy or MILSCAP format identifier PKN or PKP to the payment office cited in Block 12 within 4 work days (5 days when MILSCAP Format is used) after delivery and acceptance of the shipment by the receiving activity. Forward one executed copy of the final DD Form 250 to the contract administration office cited in Block 10 for implementing contract closeout procedures, except where a Defense Contract Management Region or the DLA Finance Center is cited as the payment office in Block 12.

(E) When ''FAST PAY'' is entered in Block 21A, make no entries in this block.

(22) Block 22—Receiver's use. The receiving activity (Government or contractor) shall use this block to show receipt, quantity, and condition. The receiving activity shall enter the date the supplies arrived. For example, when off-loading or in-checking occurs subsequent to the day of arrival of the carrier at the installation, the date of the carrier's arrival is the date received for purposes of this block.

(23) Block 23—Contractor use only. Self explanatory.

F–302 Mode/method of shipment codes.

Code	Description
A	Motor, truckload.
B	Motor, less than truckload.
C	Van (unpacked, uncrated personal or Government property).
D	Driveaway, truckaway, towaway.
E	Bus.
F	Air Mobility Command (Channel and Special Assignment Airlift Mission).
G	Surface parcel post.
H	Air parcel post.
I	Government trucks, for shipment outside local delivery area.
J	Air, small package carrier.
K	Rail, carload.[1]
L	Rail, less than carload.[1]
M	Surface, freight forwarder.

Code	Description
N	LOGAIR.
O	Organic military air (including aircraft of foreign governments).
P	Through Government Bill of Lading (TGBL).
Q	Commercial air freight (includes regular and expedited service provided by major airlines; charters and air taxis).
R	European Distribution System or Pacific Distribution System.
S	Scheduled Truck Service (STS) (applies to contract carriage, guaranteed traffic routings and/or scheduled service).
T	Air freight forwarder.
U	QUICKTRANS.
V	SEAVAN.
W	Water, river, lake, coastal (commercial).
X	Bearer, walk-thru (customer pickup of material).
Y	Military Intratheater Airlift Service.
Z	Military Sealift Command (MSC) (controlled contract or arranged space).
2	Government watercraft, barge, lighter.
3	Roll-on Roll-off (RORO) service.
4	Armed Forces Courier Service (ARFCOS).
5	Surface, small package carrier.
6	Military official mail (MOM).
7	Express mail.
8	Pipeline.
9	Local delivery by Government or commercial truck (includes on base transfers; deliveries between air, water, or motor terminals; and adjacent activities). Local delivery areas are identified in commercial carriers' tariffs which are filed and approved by regulatory authorities.

[1] Includes trailer/container-on-flat-car (excluding SEAVAN).

F–303 Consolidated shipments.

When individual shipments are held at the contractor's plant for authorized transportation consolidation to a single bill of lading, the contractor may prepare the DD Forms 250 at the time of CQA or acceptance prior to the time of actual shipment (see Block 3).

F–304 Multiple consignee instructions.

The contractor may prepare one MIRR when the identical line item(s) of a contract are to be shipped to more than one consignee, with the same or varying quantities, and the shipment requires origin acceptance. Prepare the MIRR using the procedures in this appendix with the following changes—

(a) Blocks 2, 4, 13, and, if applicable, 14—Enter ''See Attached Distribution List.''

(b) Block 15—The contractor may group item numbers for identical stock/part number and description.

(c) Block 17—Enter the ''total'' quantity shipped by line item or, if applicable, grouped identical line items.

(d) Use the DD Form 250c to list each individual ''Shipped To'' and ''Marked For'' with—

(1) Code(s) and complete shipping address and a sequential shipment number for each;

(2) Line item number(s);

(3) Quantity;

(4) MIPR number(s), preceded by ''MIPR,'' or the MILSTRIP requisition number, and quantity for each when provided in the contract or shipping instructions; and

(5) If applicable, bill of lading number, TCN, and mode of shipment code.

(e) The contractor may omit those distribution list pages of the DD Form 250c that are not applicable to the consignee. Provide a complete MIRR for all other distribution.

F–305 Correction instructions.

Make a new revised MIRR or correct the original when, because of errors or omissions, it is necessary to correct the MIRR after distribution has been made. Use data identical to that of the original MIRR. Do not correct MIRRs for Blocks 19 and 20 entries. Make the corrections as follows—

(a) Circle the error and place the corrected information in the same block; if space is limited, enter the corrected information in Block 16 referencing the error page and block. Enter omissions in Block 16 referencing omission page and block. For example—

2. SHIPMENT NO.
(AAA0001)
See Block 16

17. QUANTITY
SHIP/REC'D
19
(17)

16. STOCK/PART NO. DESCRIPTION
CORRECTIONS:

Refer Block 2: Change shipment No. AAA001 to AAA0010 on all pages of the MIRR.

Refer Blocks 15, 16, 17, and 18, page 2: Delete in entirety Line Item No. 0006. This item was not shipped.

(b) When corrections have been made to entries for line items (Block 15) or quantity (Block 17) enter the words ''CORRECTIONS HAVE BEEN VERIFIED'' on page 1. The authorized Government representative will date and sign immediately below the statement. This verification statement and signature are not required for other corrections.

(c) Clearly mark the pages of the MIRR requiring correction with the words ''CORRECTED COPY.'' Avoid obliterating any other entries. Where corrections are made only on continuation sheets, also mark page number 1 with the words ''CORRECTED COPY.''

(d) Page 1 and only those continuation pages marked ''CORRECTED COPY'' shall be distributed to the initial distribution. A complete MIRR with corrections shall be distributed to new addressee(s) created by error corrections.

F–306 Invoice instructions.

The Government encourages, but does not require, contractors to use copies of the MIRR as an invoice, in lieu of a commercial form. If commercial forms are used, identify the related MIRR shipment number(s) on the form. If using the MIRR as an invoice, prepare and forward four copies to the payment office as follows—

(a) Complete Blocks 5, 6, 19, and 20. Block 6 shall contain the invoice number and date. Column 20 shall be totaled.

(b) Mark in letters approximately one inch high, first copy: ''ORIGINAL INVOICE;'' three copies ''INVOICE COPY.''

(c) Forward the four copies to the payment office (Block 12 address), except when acceptance is at destination and a Navy finance office will make payment, forward to destination.

(d) Be sure to separate the four copies of the MIRR used as an invoice from the copies the MIRR used as a receiving report.

F–307 Packing list instructions.

Contractors may use copies of the MIRR as a packing list. The packing list copies are in addition to the copies of the MIRR required for standard distribution (see F–401). Mark them ''PACKING LIST.''

F–308 Receiving instructions.

When the MIRR is used for receiving purposes, local directives shall prescribe procedures. If CQA and acceptance or acceptance of supplies is required upon arrival at destination, see Block 21B for instructions.

PART 4—DISTRIBUTION OF DD FORM 250 AND DD FORM 250c

F–401 Distribution.

(a) The contractor is responsible for distributing the DD Form 250, including mailing and payment of postage.

(b) Contractors shall distribute MIRRs using the instructions in Tables 1 and 2.

(c) Contractors shall distribute MIRRs on non-DoD contracts using this appendix as amended by the contract.

(d) Contractors shall make distribution promptly, but no later than the close of business of the work day following—

(1) Signing of the DD Form 250 (Block 21A) by the authorized Government representative; or

(2) Shipment when authorized under terms of alternative release, certificate of conformance, or fast pay procedures; or

(3) Shipment when CQA and acceptance are to be performed at destination.

(e) Do not send the consignee copies (via mail) on overseas shipments to port of embarkation (POE). Send them to consignee at APO/FPO address.

(f) Copies of the MIRR forwarded to a location for more than one recipient shall clearly identify each recipient.

Material Inspection and Receiving Report

Table 1—Standard Distribution

With Shipment* 2

Consignee (via mail).....1

(For Navy procurement, include unit price)

(For foreign military sales, consignee copies are not required)

Contract Administration Office 1

(Forward direct to address in Block 10 except when addressee is a DCMD, DCMAO, or a DPRO and a certificate of conformance or the alternate release procedures (see F–301, Block 21) is involved, and acceptance is at origin; then, forward through the authorized Government representative.)

Purchasing Office.....1

Payment Office** 2

(Forward direct to address in Block 12 except—

(i) When address in Block 10 is a DCMD or DCMAO and payment office in Block 12 is the Defense Finance and Accounting Service, Columbus Center, do not make distribution to the Block 12 addressee;

(ii) When address in Block 12 is the Defense Finance and Accounting Service, Columbus Center/Albuquerque Office (DFAS–CO/ALQ), Kirtland AFB, NM, attach only one copy to the required number of copies of the contractor's invoice;

(iii) When acceptance is at destination and a Navy finance office will make payment, forward to destination; and

(iv) When a certificate of conformance or the alternative release procedures (see F–301, Block 21) are involved and acceptance is at origin, forward the copies through the authorized Government representative.

ADP Point for CAO (applicable to Air Force only).....1

(When DFAS–CO/ALQ is the payment office in Block 12, send one copy to DFAS–CO/ALQ immediately after signature. If submission of delivery data is made electronically, distribution of this hard copy need not be made to DFAS–CO/ALQ.)

CAO of Contractor Receiving GFP 1

(For items fabricated or acquired for the Government and shipped to a contractor as Government furnished property, send one copy directly to the CAO cognizant of the receiving contractor, ATTN: Property Administrator (see DoD 4105.59–H).)

*Attached as follows:

Type of shipment	Location
Carload or truckload.	Affix to the shipment where it will be readily visible and available upon receipt.

Type of shipment	Location
Less than carload or truckload.	Affix to container number one or container bearing lowest number.
Mail, including parcel post.	Attach to outside or include in the package. Include a copy in each additional package of multi-package shipments.
Pipeline, tank car, or railroad cars for coal movements.	Forward with consignee copies.

** Payment by Defense Finance and Accounting Service, Columbus Center will be based on the source acceptance copies of DD Forms 250 forwarded to the contract administration office.

MATERIAL INSPECTION AND RECEIVING REPORT

TABLE 2—SPECIAL DISTRIBUTION

As required	Address	Number of copies
Each: Navy Status Control Activity, Army, Air Force, DLA Inventory Control Manager.	Address specified in contract	1 Each addressee.
Quality Assurance Representative	Address specified by the assigned quality assurance representative.	1
Transportation Office issuing GBL (attach to GBL memorandum copy).	CAO address unless otherwise specified in the contract.	1
Purchasing Office other than office issuing contract.	Address specified in the contract	1
Foreign Military Sales Representative	Address specified in the contract	8
Military Assistance Advisory Group (Grant Aid shipments).	U.S. Military Advisory Group, Military Attache, Mission, or other designated agency address as specified in the contract.	1
Army:		
Foreign Military Sales	Commander, US Army, Security Asst. Center, ATTN: AMSAC-OL-LS-CS, 3rd Street and ''M'' Avenue, New Cumberland Army Depot, New Cumberland, PA 17070–5096.	
*Director, AMSAC-OE for these country codes	AG, AU, A2, AID, BC, BE, BY, CD, CI, CM, CN, CV, CX, DA, DE, DK, EG, EI, FI, FR, GA, GB, GH, GR, GV, GY, IS, IT, IV, KE, LI, LX, MI, MO, MR, NE, NI, NK, NO, NATO, PT, PU, RM, RW, SK, SL, SO, SP, SU, SW, SZ, SECPO, TK, TO, TU, UG, UK, UV.	
*Director, AMSAC-OX for these country codes	AC, AR, AT, A1, BA, BB, BD, BF, BG, BH, BL, BM, BR, BX, CB, CE, CH, CO, CS, DO, DR, EC, ES, FJ, GJ, GT, GU, HA, HO, ID, IN, IR, JA, JM, JO, KS, KU, LE, MF, MU, MX, NP, NU, NS, NZ, PA, PE, PI, PK, PN, PP, QA, SC, SI, SN, SR, ST, TC, TD, TH, TW, UY, VC, VE, YE.	
Air Force:		
On shipments of new production of aircraft and missiles, class 1410 missiles, 1510 aircraft (fixed wing, all types), 1520 aircraft (rotary wing), 1540 gliders, 1550 target drones.	HQ Air Force Materiel Command AFMC/LGM–AVDO, 4375 Chidlaw Road, Suite 6, Wright-Patterson AFB, OH 45433–5001.	1
Navy:		
Navy Foreign Military Sales	U.S. Navy International Logistics Control Office (NAVILCO), 700 Robbins Avenue, Philadelphia, PA 19111–5095.	2
When typed code (TC) 2T or 7T is shown in Block 16, or when shipment is consigned to another contractor's plant for a Government representative or when Block 16 indicates shipment includes GFP.	Aviation Supply Office (ASO), (Code 0142) for aviation type material, 700 Robbins Avenue, Philadelphia, PA 19111–5098.	2
	and	2
	Ships Parts Control Center (SPCC) (Code 0143) for all other material, 5450 Carlisle Pike, PO Box 2020, Mechanicsburg, PA 17055–0788.	
Marine Corps:		
All shipments consigned to a Marine Corps Activity (excluding aeronautical spares).	Commandant of the Marine Corps, Headquarters, USMC, Washington, DC 20380–0001.	1
	Commanding General, Marine Corps Logistics Base, Albany, GA 31704–5000.	3

TABLE 2—SPECIAL DISTRIBUTION—Continued

As required	Address	Number of copies
Bulk Petroleum Shipments	Cognizant Defense Fuel Region (see Table 4)	1

PART 5—PREPARATION OF THE DD FORM 250–1 (LOADING REPORT)

F–501 Instructions.

Prepare the DD Form 250–1 using the following instructions when applied to a tanker or barge cargo lifting. If space is limited, use abbreviations. The block numbers correspond to those on the form.

(a) Block 1—Tanker/Barge. Line out ''TANKER'' or ''BARGE'' as appropriate and place an ''X'' to indicate loading report.

(b) Block 2—Inspection Office. Enter the name and location of the Government office conducting the inspection.

(c) Block 3—Report No. Number each form consecutively, starting with number 1, to correspond to the number of shipments made against the contract. If shipment is made from more than one location against the same contract, use this numbering system at each location.

(d) Block 4—Agency Placing Order on shipper, city, State and/or local address (loading). Enter the applicable Government activity.

(e) Block 5—Department. Enter military department owning product being shipped.

(f) Block 6—Prime contract or P.O. No. Enter the contract or purchase order number.

(g) Block 7—Name of prime contractor, city, State and/or local address (loading). Enter the name and address of the contractor as shown in the contract.

(h) Block 8—Storage contract. Enter storage contract number if applicable.

(i) Block 9—Terminal or refinery shipped from, city, State and/or local address. Enter the name and location of the contractor facility from which shipment is made. Also enter delivery point in this space as either ''FOB Origin'' or ''FOB Destination.''

(j) Block 10—Order No. on supplier. Enter number of the delivery order, purchase order, subcontract or suborder placed on the supplier.

(k) Block 11—Shipped to: (receiving activity, city, State and/or local address. Enter the name and geographical address of the consignee as shown on the shipping order.

(l) Block 12—B/L Number. If applicable, enter the initials and number of the bill of lading. If a commercial bill of lading is later authorized to be converted to a Government bill of lading, show ''Com. B/L to GB/L.''

(m) Block 13—Reqn. or request No. Enter number and date from the shipping instructions.

(n) Block 14—Cargo No. Enter the cargo number furnished by the ordering office.

(o) Block 15—Vessel. Enter the name of tanker or barge.

(p) Block 16—Draft arrival. Enter the vessel's draft on arrival.

(q) Block 17—Draft sailing. Enter the vessel's draft on completion of loading.

(r) Block 18—Previous two cargoes. Enter the type of product constituting previous two cargoes.

(s) Block 19—Prior inspection. Leave blank.

(t) Block 20—Condition of shore pipeline. Enter condition of line (full or empty) before and after loading.

(u) Block 21—Appropriation (loading). Enter the appropriation number shown on the contract, purchase order or distribution plan. If the shipment is made from departmentally owned stock, show ''Army, Navy, or Air Force (as appropriate) owned stock.''

(v) Block 22—Contract item No. Enter the contract item number applicable to the shipment.

(w) Block 23—Product. Enter the product nomenclature and grade as shown in the contract or specification, the stock or class number, and the NATO symbol.

(x) Block 24—Specifications. Enter the specification and amendment number shown in the contract.

(y) Block 25—Statement of quantity. Enter in the ''LOADED'' column, the net barrels, net gallons, and long tons for the cargo loaded. NOTE: If more than ½ of 1 percent difference exists between the ship and shore quantity figures, the contractor shall immediately investigate to determine the cause of the difference. If necessary, prepare corrected documents; otherwise, put a statement in Block 28 as to the probable or actual cause of the difference.

(z) Block 26—Statement of quality. (1) Under the heading ''TESTS'' list all inspection acceptance tests of the specification and any other quality requirements of the contract.

(2) Under the heading ''SPECIFICATION LIMITS'' list the limits or requirements as stated in the specification or contract directly opposite each entry in the ''TESTS'' column. List waivers to technical requirements.

(3) Under the heading ''TEST RESULTS'' list the test results applicable to the storage tank or tanks from which the cargo was lifted. If more than one storage tank is involved, list the tests applicable to each tank in separate columns headed by the tank

number, the date the product in the tank was approved, and the quantity loaded from the tank. Each column shall also list such product characteristics as amount and type of corrosion inhibitor, etc.

(aa) Block 27—Time statement. Line out ''DISCHARGE'' and ''DISCHARGING.'' Complete all applicable entries of the time statement using local time. Take these dates and times from either the vessel or shore facility log. The Government representative shall ensure that the logs are in agreement on those entries used. If the vessel and shore facility logs are not in agreement, the Government representative will explain the reasons in Block 28—REMARKS. Do not enter the date and time the vessel left berth on documents placed aboard the vessel. The date and time shall appear on all other copies. Express all dates in sequence of day, month, and year with the month spelled out or abbreviated (e.g., 10 Sept. 67). The term FINISHED BALLAST DISCHARGE is meant to include all times needed to complete deballasting and mopping/drying of ship's tanks. The inspection of ship's tanks for loading is normally performed immediately upon completion of drying tanks.

(bb) Block 28—Remarks. Use this space for reporting—(1) All delays, their cause and responsible party (vessel, shore facility, Government representative, or other).

(2) Details of loading abnormalities such as product losses due to overflow, leaks, delivery of product from low level in shore tanks, etc.

(3) In the case of multiple consignees, enter each consignee, the amount consigned to each, and if applicable, the storage contract numbers appearing on the delivery order.

(4) When product title is vested in the U.S. Government, insert in capital letters ''U.S. GOVERNMENT OWNED CARGO.'' If title to the product remains with the contractor and inspection is performed at source with acceptance at destination, insert in capital letters ''CONTRACTOR OWNED CARGO.''

(5) Seal numbers and location of seals. If space is not adequate, place this information on the ullage report or an attached supplemental sheet.

(cc) Block 29—Company or receiving terminal. Line out ''OR RECEIVING TERMINAL'' and get the signature of the supplier's representative.

(dd) Block 30—Certification by government representative. Line out ''DISCHARGED.'' The Government representative shall date and sign the form to certify inspection and acceptance, as applicable, by the Government. The name of the individual signing this certification, as well as the names applied in Blocks 29 and 31, shall be typed or hand lettered. The signature in Block 30 must agree with the typed or lettered name to be acceptable to the paying office.

(ee) Block 31—Certification by master or agent. Obtain the signature of the master of the vessel or its agent.

PART 6—PREPARATION OF THE DD FORM 250–1 (DISCHARGE REPORT)

F–601 Instructions.

Prepare the DD Form 250–1 using the following instructions when applied to a tanker or barge discharge. If space is limited, use abbreviations. The block numbers correspond to those on the form.

(a) Block 1—Tanker/barge. Line out ''TANKER'' or ''BARGE'' as applicable and place an ''X'' to enter discharge report.

(b) Block 2—Inspection office. Enter Government activity performing inspection on the cargo received.

(c) Block 3—Report No. Leave blank.

(d) Block 4—Agency placing order on shipper, city, state and/or local address (loading). Enter Government agency shown on loading report.

(e) Block 5—Department. Enter Department owning product being received.

(f) Block 6—Prime contract or P.O. No. Enter the contract or purchase order number shown on the loading report.

(g) Block 7—Name of prime contractor, city, state and/or local address (loading). Enter the name and location of contractor who loaded the cargo.

(h) Block 8—Storage contract. Enter the number of the contract under which material is placed in commercial storage where applicable.

(i) Block 9—Terminal or refinery shipped from, city, state and/or local address. Enter source of cargo.

(j) Block 10—Order no. on supplier. Make same entry appearing on loading report.

(k) Block 11—Shipped to: (receiving activity, city, state and/or local address). Enter receiving activity's name and location.

(l) Block 12—B/L Number. Enter as appears on loading report.

(m) Block 13—Reqn. or Request No. Leave blank.

(n) Block 14—Cargo No. Enter cargo number shown on loading report.

(o) Block 15—Vessel. Enter name of tanker or barge discharging cargo.

(p) Block 16—Draft arrival. Enter draft of vessel upon arrival at dock.

(q) Block 17—Draft sailing. Enter draft of vessel after discharging.

(r) Block 18—Previous two cargoes. Leave blank.

(s) Block 19—Prior inspection. Enter the name and location of the Government office which inspected the cargo loading.

(t) Block 20—Condition of shore pipeline. Enter condition of line (full or empty) before and after discharging.

(u) Block 21—Appropriation (loading). Leave blank.

(v) Block 22—Contract item no. Enter the item number shown on the loading report.

(w) Block 23—Product. Enter information appearing in Block 23 of the loading report.

(x) Block 24—Specifications. Enter information appearing in Block 24 of the loading report.

(y) Block 25—Statement of quantity. Enter applicable data in proper columns.

(1) Take ''LOADED'' figures from the loading report.

(2) Determine quantities discharged from shore tank gauges at destination.

(3) If a grade of product is discharged at more than one point, calculate the loss or gain for that product by the final discharge point. Report amounts previously discharged on discharge reports prepared by the previous discharge points. Transmit volume figures by routine message to the final discharge point in advance of mailed documents to expedite the loss or gain calculation and provide proration data when more than one department is involved.

(4) The loss or gain percentage shall be entered in the ''PERCENT'' column followed by ''LOSS'' or ''GAIN,'' as applicable.

(5) On destination acceptance shipments, accomplish the ''DISCHARGED'' column only, unless instructed to the contrary.

(z) Block 26—Statement of quality. (1) Under the heading ''TESTS'' enter the verification tests performed on the cargo preparatory to discharge.

(2) Under ''SPECIFICATION LIMITS'' enter the limits, including authorized departures (if any) appearing on the loading report, for the tests performed.

(3) Enter the results of tests performed under the heading ''TEST RESULTS.''

(aa) Block 27—Time statement. Line out ''LOAD'' and ''LOADING.'' Complete all applicable entries of the time statement using local time. Take the dates and times from either the vessel or shore facility log. The Government representative shall ensure that these logs are in agreement with entries used. If the vessel and shore facility logs are not in agreement, the Government representative will explain the reason(s) in Block 28—REMARKS. Do not enter the date and time the vessel left berth on documents placed aboard the vessel. The date and time shall appear on all other copies. Express all dates in sequence of day, month, and year with the month spelled out or abbreviated (e.g., 10 Sept. 67).

(bb) Block 28—Remarks. Use this space for reporting important facts such as—

(1) Delays, their cause, and responsible party (vessel, shore facility, Government representative, or others).

(2) Abnormal individual losses contributing to the total loss. Enter the cause of such losses as well as actual or estimated volumes involved. Such losses shall include, but not be restricted to, product remaining aboard (enter tanks in which contained), spillages, line breaks, etc. Note where gravity group change of receiving tank contents results in a fictitious loss or gain. Note irregularities observed on comparing vessel ullages obtained at loading point with those at the discharge point if they indicate an abnormal transportation loss or contamination.

(cc) Block 29—Company or receiving terminal. Line out ''COMPANY OR.'' Secure the signature of a representative of the receiving terminal.

(dd) Block 30—Certification by government representative. Line out ''LOADED.'' The Government representative shall date and sign the form to certify inspection and acceptance, as applicable, by the Government. The name of the individual signing the certification as well as the names applied in Blocks 29 and 31, shall be typed or hand lettered on the master or all copies of the form. The signature in Block 30 must agree with the typed or lettered name to be acceptable to the paying office.

(ee) Block 31—Certification by master or agent. Obtain the signature of the master of the vessel or the vessel's agent.

PART 7—DISTRIBUTION OF THE DD FORM 250–1

F–701 Distribution.

(a) The Government representative shall distribute the completed DD Form 250–1 using Table 3 of this appendix as amended by the provisions of the contract or shipping order.

(b) The contractor shall furnish the Government representative sufficient copies of the completed form to permit the required distribution.

(c) Distribution of the form shall be made as soon as possible, but not later than 24 hours following completion of the form. (See Table 3 on following pages)

F–702 Corrected DD Form 250–1.

When errors are made in entries on the form which would affect payment or accountability, make corrected copies. Circle the corrected entries on all copies and mark the form ''CORRECTED COPY.'' Enter the statement, ''Corrections Have Been Verified,'' in Block 26 with the authorized Government representative's dated signature directly below. Make distribution of the certified corrected copy to all recipients of the original distribution.

Type of Shipment	Recipient of DD form 250–1	No. of copies			
		Loading (prepared by shipper or government representative)		Discharge (prepared by receiving activity)	
		Tanker	Barge	Tanker	Barge
All	Each Consignee (By mail CONUS only)	2	1	As Required	As Required
(On all overseas shipments provide for a minimum of 4 consignees. Place 1 copy, attached to ullage report, in each of 4 envelopes. Mark the envelopes, ''Consignee—First Destination,'' Consignee—Second Destination,'' etc. Deliver via the vessel.)	With Shipment	1	1	As Required	As Required
	Master of Vessel	1	1	1	1
	Tanker or Barge Agent	2	2	2	2
	Contractor	As Required	As Required	As Required	As Required
	Cognizant Inspection Office	1	1	1	1
	Government Representative responsible for quality at each destination.	1	1	1	1
	Government Representative at Cargo Loading Point.	1.	1.	*1.	*1
On all USNS tankers and all MSC chartered tankers and MSC chartered barges.	Military Sealift Command, Code N322, Washington, DC 20398–5100.	2	2	2	2
See the contract or shipping order for finance documentation and any supplemental requirements for Government-owned product shipments and receipts.	Payment Office: if this is DASC–F send copies to: Defense Fuels Supply Center, ATTN: DFSC–RDX, Cameron Station, Bldg. 5, Alexandria, Va 22304–6160 (do not send copies to DASC–F).	2	2	2	2
For shipments and receipts of DFSC financed cargos for which DASC–F is not the paying office.	Defense Fuels Supply Center, Attn: DFSC–RF, Cameron Station, Alexandria, VA 22304–6160.	1	1	1	1
For shipments on all USNS tankers, MSC chartered tankers and barges, and FOB destination tankers with copy of ullage report.	Defense Fuels Supply Center, ATTN: DFSC–01, Cameron Station, Alexandria, VA 22304–6160.	1	1	**1	1
On Army ILP shipments	U.S. Army International Logistics Center, New Cumberland Army Depot, New Cumberland, PA 17070–5001.	2	2	2	2
Navy—On all shipments to Navy Operated Terminals.	Navy Fuels Petroleum Office, Cameron Station, Alexandria, Va 22304–6180.	2	1	2	1
On all shipments to AF Bases	Directorate of Energy management, SA ALC(SFT), Kelly AFB, TX 78241–5000.	1	1	1	1
On all Conus loadings	DFSC Fuels Region(s) cognizant of shiping point	1	1	1	1
On all shipments to CONUS Destinations	DFSC Fuel Region(s) cognizant of shipping and receiving point****.	1	1	0	0
For all discharges of cargos originating at DFSPs and discharging at activities not a Defense Fuel Support Point.	Defense Fuels Supply Center, ATTN: DFSC–RF, Cameron Station, Alexandria, VA 22304–6160.			***1	***1

*With copy of ullage report.
**Dry tank certificate to accompany DD Form 250–1 and ullage report.
***Copies of the DD Form 250–1, forwarded by bases, will include the following in block 11: Shipped to: Supplementary Address, if applicable; Signal Code; and Fund Code.
****See Table 4.

TABLE 4—FUEL REGION LOCATIONS AND AREAS OF RESPONSIBILITY

a. DFR Northeast	Defense Fuel Region Northeast, Building 2404, McGuire AFB, NJ 08641–5000.
Area of Responsibility.	Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia.
b. DFR Central	Defense Fuel Region Central, 8900 S. Broadway, Building 2, St. Louis, MO 63125–1513.
Area of Responsibility.	Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin, and Wyoming.
c. DFR South	Defense Fuel Region South, Federal Office Building, 2320 La Branch, Room 1213, Houston, TX 77004–1091.
Area of Responsibility.	Alabama, Arizona, Arkansas, Caribbean Area, Florida, Georgia, Louisiana, Mexico, Mississippi, New Mexico, North Carolina, Oklahoma, Puerto Rico, South Carolina, Tennessee, Texas, West Indies, Central America, and South America.
d. DFR West	Defense Fuel Region West, 3171 N. Gaffney Street, San Pedro, CA 90731–1099.
Area of Responsibility.	California, Idaho, Montana, Nevada, Oregon, Utah, and Washington.
e. DFR Alaska	Defense Fuel Region Alaska, Elmendorf AFB, Alaska 99506–5000.
Area of Responsibility.	Alaska and Aleutians.
f. DFR Europe	Defense Fuel Region Europe, Building 2304, APO New York 09128–4105.
Area of Responsibility.	Continental Europe, United Kingdom, Mediterranean Area, Turkey, and Africa (less Djibouti, Egypt, Ethiopia, Kenya, Somalia).
g. DFR Mideast	Defense Fuels Region, Middle East, P.O. Box 386, Awali, Bahrain, APO New York 09526–2830.
Area of Responsibility.	Afghanistan, Bahrain, Djibouti, Egypt, Ethiopia, Iran, Iraq, Jordan, Kenya, Kuwait, Oman, Pakistan, Qatar, Saudi Arabia, Somalia, Sudan, United Arab Emirates, and Yemen.
h. DFR Pacific	Defense Fuel Region, Pacific, Camp H. M. Smith, Honolulu, HI 96861–5000.
Area of Responsibility.	Australia, Burma, East Indies, Hawaii, Indian Ocean, Japan, Korea, Malaya, Marianas, New Zealand, Philippines, Ryukyu Islands, South Pacific Islands, Sri Lanka, Taiwan, and Thailand.

[56 FR 36610, July 31, 1991, as amended at 57 FR 53602, Nov. 12, 1992; 58 FR 37868, July 14, 1993; 59 FR 27678, May 27, 1994; 60 FR 61615, Nov. 30, 1995]

APPENDIX G TO CHAPTER II—ACTIVITY ADDRESS NUMBERS

Table of Contents

Part 1—General.
G–100 Scope
G–101 Assignment and use of a number
G–102 Activity address number data base maintenance
Part 2—Army Activity Address Numbers.
Part 3—Navy Activity Address Numbers.
Part 4—Marine Corps Activity Address Numbers.
Part 5—Air Force Activity Address Numbers.
Part 6—Defense Logistics Agency Activity Address Numbers.
Part 7—Defense Information Systems Agency Activity Address Numbers.
Part 8—Defense Mapping Agency Activity Address Numbers.
Part 9—Defense Special Weapons Agency Activity Address Numbers.
Part 10—Miscellaneous Defense Activities Activity Address Numbers.
Part 11—On-Site Inspection Agency Activity Address Numbers.
Part 12—Ballistic Missile Defense Organization Activity Address Numbers.
Part 13—Defense Commissary Agency Activity Address Numbers.
Part 14—United States Special Operations Command Activities Address Numbers.

AUTHORITY; 41 U.S.C. 421 and 48 CFR chapter 1.

PART 1—GENERAL

G–100 Scope.

This appendix identifies the activity address numbers to be used with the uniform procurement instrument identification numbering system prescribed in DFARS subpart 204.70.

G–101 Assignment and use of a number.

(a) Activities coding solicitations, contracts and related instruments shall use only those codes assigned by their respective department/agency activity address monitor(s).

(b) The six-character code is used in the first six positions of the procurement instrument identification number (PIIN). When required, activities also will be assigned a two position code. The two position code is used in the first two positions of the call/order serial number.

(c) Activity address monitors are—

Army

U.S. Army Contracting Support Agency, Attn: Contract Support Office (SFRD–KS), 5109 Leesburg Pike, Suite 916, Falls Church, VA 22041–3201

Navy

*Navy Accounting and Finance Center (NAFC–5511), Washington, DC 20376–5001

Air Force

SAF/AQCO, 1060 Air Force Pentagon, Washington, DC 20330–1060

Defense Logistics Agency

Defense Logistics Agency, Contracting Systems Support Office (DLA–PS), Cameron Station, Alexandria, VA 22304–6100

Marine Corps

*Headquarters, U.S. Marine Corps, (Code LBP), Washington, DC 20380–0001

**Defense Mapping Agency

Director of Acquisition, Defense Mapping Agency, Washington, DC 20305–3000

**Defense Special Weapons Agency

Director, Acquisition Management Directorate, Defense Special Weapons Agency, 6801 Telegraph Road, Alexandria, VA 22310–3398

**Defense Information Systems Agency

Chief, Logistics Management Office, Code 202, Defense Information Systems Agency, Washington, DC 20305–2000

*The Navy and Marine Corps Activity Address Monitor for assignment of two-character call/order serial number is: Office of the Assistant Secretary of the Navy (RD&A), Room 536, Crystal Plaza 5, Washington, DC 20350–1000

**Agency activity address monitors forward requests for Appendix G maintenance to the U.S. Army Contracting Support Agency (SFRD–KS).

G–102 Activity address number data base maintenance.

(a) The Defense Logistics Agency, DLA–PS, Cameron Station, Alexandria, VA 22304–6100 is the executive agent for maintenance of six and two character code assignments. The executive agency distributes blocks of two character codes to department/agency activity address monitors for further assignment.

(b) Contracting activities submit requests for assignment of or changes in either the six character or two character codes to their activity address monitor in accordance with department/agency procedures. Activity address monitors—

(1) Approve request for additions, deletions, or changes;

(2) Notify the executive editor, Defense Acquisition Regulations System, OUSD(A&T)DP(DAR), Washington, DC 20301–3000; and

(3) Provide a copy of the notification to the executive agent.

(c) A copy of the appendix G data base is available on tape or MS–DOS compatible floppy diskettes from the executive agent.

PART 2—ARMY ACTIVITY ADDRESS NUMBERS

DAAA03
B1

Pine Bluff Arsenal, ATTN: SMCPB–PO, 10020 Kabrich Circle, Pine Bluff, AR 71602–9500

DAAA08
B7

Rock Island Arsenal, ATTN: SMCRI–CT, Rock Island, IL 61299–5000

DAAA09
BA

U.S. Army Armament, Munitions, and Chemical Command, ATTN: AMSMC–PAM, Rock Island, IL 61299–6000

DAAA22
BV

Watervliet Arsenal, ATTN: SMCWV–PPA, Watervliet, NY 12189–4050

DAAA31
GJ

McAlester Army Ammunition Plant, ATTN: SMCMC–PC, McAlester, OK 74501–5000

DAAA32
0P

Crane Army Ammunition Activity, ATTN: SMCCN–CT, 300 Highway 361, Crane, IN 47522–5099

DAAB07
BG

USA Communications—Electronics Command, C3I Acquisition Center, ATTN: AMSEL–ACSP–BM, Fort Monmouth, NJ 07703–5008

DAAB08
2V

USA Communications—Electronics Command, C3I Acquisition Center, ATTN: AMSEL–ACSB–C, (Facility ADP Branch), Fort Monmouth, NJ 07703–5008

DAAB10
ZP

USA CECOM C31 Acquisition Center, Vint Hill Farms Station, ATTN: AMSEL–ACVF–A–AA (Stop 42), Building 160, Warrenton, VA 22186–5172

DAAB11
D0

USA CECOM C31 Acquisition Center, Vint Hill Farms Station, ATTN: AMSEL–AC–VHA–HB Base OPS (Stop 42), Warrenton, VA 22186–5172

DAAB12
E1

USA Communications—Electronics Command, C4IEW–AC, VECMPS Branch, ATTN: AMSEL–ACVH–D, 10109 Gridley Road, Suite 200, Fort Belvoir, VA 22060–5845

DAAC01
BH

Anniston Army Depot, ATTN: SDSAN–DOC, Anniston, AL 36201–5003

DAAC02
ZT

Blue Grass Army Depot, Procurement Office, ATTN: SDS–BG–BM–P, Lexington, KY 40511–5001

DAAC07
ZM
Sierra Army Depot, ATTN: SDSSI–CONT, Herlong, CA 96113–5009
DAAC67
ZN
Letterkenny Army Depot, ATTN: SDSLE–P, Chambersburg, PA 17201–4152
DAAC71
ZS
Tobyhanna Army Depot, ATTN: SDSTO–K, Tobyhanna, PA 18446–5100
DAAC79
D7
Red River Army Depot, ATTN: SDSRR–P, Texarkana, TX 75507–5000
DAAC83
BJ
Corpus Christi Army Depot, ATTN: SDSCC–C, Corpus Christi, TX 78419–6170
DAAC89
BK
Tooele Army Depot, ATTN: SDSTE–DCBO, Tooele, UT 84074–0839
DAAD01
B5
USA Yuma Proving Ground, Directorate of Contracting, ATTN: ATEYP–CR, Yuma, AZ 85365–9106
DAAD03
B6
USA Jefferson Proving Ground, ATTN: STEJP–EH–C, Madison, IN 47250–5100
DAAD05
BM
USA Aberdeen Proving Ground Support Activity, ATTN: STEAP–PR/M, Ryan Building, Aberdeen Proving Ground, MD 21005–5001
DAAD07
BN
USA White Sands Missile Range, Directorate of Contracting, ATTN: STEWS–PR, White Sands, NM 88002–5201
DAAD09
BP
USA Dugway Proving Ground, Directorate of Contracting, ATTN: STEDP–DOC, Dugway, UT 84022–0538
DAAE07
BR
USA Tank—Automotive Command, ATTN: AMSTRA–IDAS, Warren, MI 48397–5000
DAAE20
Armament and Chemical Acquisition and Logistics Activity (ACALA), ATTN: Acquisition Center, Rock Island, IL 61299–6000
DAAE30
U.S. Army Armament RD&E Center (ARDEC), ATTN: SMCAR–PCM–O, Building 9, Picatinny Arsenal, NJ07806–5000
DAAG60
G8
USA Military Academy, Purchasing & Contracting Division, ATTN: MAPC, Building 667A, West Point, NY 10996–1594
DAAG99
ZY
USA Program Manager-SANG, ATTN: AMCPM–NGA, Unit 61304, APO AE 09803–1304
DAAH01
CC
USA Missile Command, ATTN: AMSMI–AC, Redstone Arsenal, AL 35898–5280
DAAH03
D8
USA Missile Command, ATTN: AMSMI–AC, Redstone Arsenal, AL 35898–5280
DAAH04
YU
U.S. Army Research Office, ATTN: AMXRO–PR, P.O. Box 12211, Research Triangle Park, NC 27709–2211
DAAJ02
D9
Aviation Applied Technology Directorate, U.S. Army Aviation and Troop Command, ATTN: AMSAT–R–TC, Building 401, Fort Eustis, VA 23604–5577
DAAJ04
0V
USA Charles Melvin Price Support Center, ATTN: SATAS–P, Granite City, IL 62040–1801
DAAJ05
ZF
USA Aviation and Troop Command, ATTN: IAS21WG, Building 404, Fort Eustis, VA 23604–5577
DAAJ09
BS
USA Aviation and Troop Command, ATTN: AMSAT–A–AD, 4300 Goodfellow Boulevard, St. Louis, MO 63120–1798
DAAK01
BB
USA Aviation and Troop Command, ATTN: AMSAT–A–AD, 4300 Goodfellow Boulevard, St. Louis, MO 63120–1798
DAAK60
C5
Soldier Systems Command Acquisition Center, ATTN: SATNC–PP (Procurement Support Division), Natick, MA 01760–5011
DAAL01
1Y
U.S. Army Research Laboratory, ATTN: AMSLC–PR, 2800 Powder Mill Road, Adelphi, MD 20783–1145
DAAM01
ZU
U.S. Army Chemical and Biological Defense Command, ATTN: AMSCB–PC, Building E4455, Aberdeen Proving Ground, MD 21010–5423
DAAM02
B2
Program Manager, Rocky Mountain Arsenal, ATTN: AMXRM–PM, Building 111, Commerce City, CO 80022–1748
DABT01
F6

U.S. Army Aviation Center, Contracting Office, ATTN: ATZQ–C, Building T–00116, Fort Rucker, AL 36362–5000
DABT02
2A
U.S. Army Chemical and Military Police Centers and Fort McClellan, ATTN: ATZN–DOC, Building 241–C, Transportation Road, Fort McClellan, AL 36205–5000
DABT10
2B
U.S. Army Infantry Center and Fort Benning, ATTN: ATZB–KT, Building 6, P.O. Box 5–5179, Fort Benning, GA 31905–5179
DABT11
2C
U.S. Army Signal Center and Fort Gordon, ATTN: ATZI–CT, Building 2050B, Fort Gordon, GA 30905–5110
DABT15
F9
U.S. Army Soldier Support Center and Fort Benjamin Harrison, ATTN: ATZI–CT, Fort Benjamin Harrison, IN 46216–5230
DABT19
2D
U.S. Army Combined Arms Center and Fort Leavenworth, ATTN: ATZL–GCC, Pope & Thomas Avenues, Fort Leavenworth, KS 66027–5031
DABT23
2E
U.S. Army Armor Center and Fort Knox, ATTN: ATZK–DC, Building 4022, Fort Knox, KY 40121–5000
DABT31
2F
U.S. Army Engineer Center and Fort Leonard Wood, ATTN: ATZT–DOC, Fort Leonard Wood, MO 65473–5000
DABT39
2H
U.S. Army Field Artillery Center and Fort Sill, ATTN: ATZR–Q, Building 1803, P.O. Box 3501, Fort Sill, OK 73503–0501
DABT43
2J
Carisle Barracks, ATTN: ATZE–DOC–C, Building 46, Carlisle Barracks, PA 17013–5002
DABT47
2K
U.S. Army Training Center and Fort Jackson, ATTN: ATZJ–DOC, Building 4340, Magruder Street, Fort Jackson, SC 29207–5420
DABT51
2L
U.S. Army Air Defense Artillery Center & Fort Bliss, ATTN: ATZC–DOC, Building 2021, P.O. Box 6078, Fort Bliss, TX 79916–0058
DABT57
2N
Directorate of Peninsula Contracting, ATTN: ATZF–DPC, Building 2746, Harrison Loop, Fort Eustis, VA 23604–5293
DABT58
2P
Fort Monroe, ATTN: ATZG–C #62, Building T–195, Fort Monroe, VA 23651–6000
DABT59
2Q
U.S. Army Combined Arms Support Command and Fort Lee, ATTN: ATZM–DOC, Building T–7124, 19th & Quartermaster Road, Fort Lee, VA 23801–5172
DABT60
1L
TRADOC Contracting Agency, ATTN: ATCA, Building 1748, Fort Eustis, VA 23604–5538
DABT61
BF
The Judge Advocate General's School, USA, University of Virginia, ATTN: JAGS–SSL–B, 600 Massie Road, Charlottesville, VA 22903–1781
DABT63
BL
U.S. Army Intelligence Center, ATTN: ATZS–DKS, P.O. Box 748, Fort Huachuca, AZ 85613–0748
DABT65
B0
Mission Contracting Activity at Fort Leavenworth, ATTN: ATOB–AL, 614 Custer Road, Fort Leavenworth, KS 66027–7203
DABT67
0Q
Directorate of Contracting, ATTN: AFZW–DOC, P.O. Box 27, Fort Ord, CA 93941–0027
DACA01
DACW01
CK
USA Engineer District, Mobile, ATTN: CESAM–CT, P.O. Box 2288, Mobile, AL 36628–0001
DACA03
DACW03
CL
USA Engineer District, Little Rock, ATTN: CESWL–CT, P.O. Box 867, Little Rock, AR 72203–0867
DACA05
DACW05
CM
USA Engineer District, Sacramento, ATTN: CESPK–CT, 1325 J Street, Sacramento, CA 95814–2922
DACA07
DACW07
CP
USA Engineer District, San Francisco, ATTN: CESPN–CT, 211 Main Street, San Francisco, CA 94105–1905
DACA09
DACW09
CQ

USA Engineer District, Los Angeles, ATTN: CESPL–CT, P.O. Box 2711, Los Angeles, CA 90053–2325
DACA17
DACW17
CS
USA Engineer District, Jacksonville, ATTN: CESAJ–CT, P.O. Box 4970, Jacksonville, FL 32232–0019
DACA21
DACW21
CV
USA Engineer District, Savannah, ATTN: CESAS–CT, P.O. Box 889, Savannah, GA 31402–0889
DACA23
DACW23
CX
USA Engineer District, Chicago, ATTN: CENCR–CT, 111 North Canal Street, Chicago, IL 60606–7206
DACA25
DACW25
CD
USA Engineer District, Rock Island Clock Tower Building, ATTN: CENCR–CT, P.O. Box 2004, Rock Island, IL 61202–2004
DACA27
DACW27
CY
USA Engineer District, Louisville, ATTN: CEORL–CT, P.O. Box 59, Louisville, KY 40201–0059
DACA29
DACW29
CZ
USA Engineer District, New Orleans, ATTN: CELMN–CT, P.O. Box 60267, New Orleans, LA 70160–0267
DACA31
DACW31
DA
USA Engineer District, Baltimore Contracting Division, ATTN: CENAB–CT, P.O. Box 1715, Baltimore, MD 21203–1715
DACA33
DACW33
DB
USA Engineer District, New England, ATTN: CENED–CT, 424 Trapelo Road, Waltham, MA 02254–9149
DACA35
DACW35
DC
USA Engineer District, Detroit, ATTN: CENCE–CT, P.O. Box 1027, Detroit, MI 48231–1027
DACA37
DACW37
DD
USA Engineer District, St. Paul, ATTN: CENCS–CT, 190 Fifth Street East, St. Paul, MN 55101–1638
DACA38
DACW38
DE
USA Engineer District, Vicksburg, ATTN: CELMK–CT, 3515 I–20 Frontage Road, Vicksburg, MS 39180–5191
DACA39
DACW39
DF
USA Engineer, Waterways Experiment Station, ATTN: CEWES–CT–Z (Contracting Division), 3909 Halls Ferry Road, Vicksburg, MS 39180–6199
DACA41
DACW41
DH
USA Engineer District, Kansas City, 700 Federal Building, ATTN: CEMRK–CT, 601 East 12th Street, Kansas City, MO 64106–2896
DACA43
DACW43
DJ
USA Engineer District, St. Louis, ATTN: CELMS–CT, 1222 Spruce Street, St. Louis, MO 63101–2833
DACA45
DACW45
DK
USA Engineer District, Omaha, ATTN: CEMRO–CT, 215 North 17th Street, Omaha, NE 68102–4978
DACA47
DACW47
DM
USA Engineer District, Albuquerque, ATTN: CESWA–CT, P.O. Box 1580, Albuquerque, NM 87103–1580
DACA49
DACW49
DN
USA Engineer District, Buffalo, ATTN: CENCB–CT (Contracting Division), 1776 Niagara Street, Buffalo, NY 14207–3199
DACA51
DACW51
CE
USA Engineering District, New York, Contracting Division, ATTN: CENAN–CT, 26 Federal Plaza, New York, NY 10028–0090
DACA54
DACW54
DQ
USA Engineer District, Wilmington, ATTN: CESAW–CT, P.O. Box 1890, Wilmington, NC 28402–1890
DACA56
DACW56
DS
USA Engineer District, Tulsa, ATTN: CESWT–CT, P.O. Box 61, Tulsa, OK 74121–0061
DACA57
DACW57
DT
USA Engineer District, Portland, ATTN: CENPP–CT, P.O. Box 2946, Portland, OR 97208–2946
DACA59

DACW59
DV
USA Engineer District, Pittsburgh, ATTN: CEORP–CT–SADBUS, 1000 Liberty Avenue, Pittsburgh, PA 15222–4186
DACA60
DACW60
DW
USA Engineer District, Charleston, ATTN: CESAC–CT, P.O. Box 919, Charleston, SC 29402–0919
DACA61
DACW61
CF
USA Engineer District, Philadelphia, ATTN: CENAP–CT, Contracting Division, 110 Penn Square East, Wanamaker Building, Philadelphia, PA 19107–3390
DACA62
DACW62
DX
USA Engineer District, Nashville, ATTN: CEORN–CT, P.O. Box 1070, Nashville, TN 37202–1070
DACA63
DACW63
DY
USA Engineer District, Fort Worth, ATTN: CESWF–CT, P.O. Box 17300, Fort Worth, TX 76102–0300
DACA64
DACW64
DZ
USA Engineer District, Galveston, ATTN: CESWG–CT, P.O. Box 1229, Galveston, TX 77553
DACA65
DACW65
EA
USA Engineer District, Norfolk, Contracting Division, ATTN: CENAO–CT, 803 Front Street, Norfolk, VA 23510–1096
DACA66
DACW66
EB
USA Engineer District, Memphis, ATTN: CEIMM–CT, B–202 Clifford Davis Federal Building, Memphis, TN 38103–1894
DACA67
DACW67
EC
USA Engineer District, Seattle, ATTN: CENPS–CT, P.O. Box C–3755, Seattle, WA 98124–2255
DACA68
DACW68
YW
USA Engineer District, Walla Walla, ATTN: CENPW–CT, Building 602, City-County Airport, Walla Walla, WA 99362–9265
DACA69
DACW69
CG
USA Engineer District, Huntington, ATTN: CEORH–CT, 502 8th Street, Huntington, WV 25701–2070
DACA72
DACW72
ZA
USA Humphreys Engineer Center Support Activity, ATTN: CEHEC–CT, Kingman Building, Fort Belvoir, VA 22060–5580
DACA75
DACW75
ZC
USA Engineer Ordnance Program Division, ATTN: CETAD–OP–C, APO AE 09803–1303
DACA76
DACW76
ZD
USA Engineer Topographic Laboratories, ATTN: CETEC–CT, Cude Building #2592, Fort Belvoir, VA 22060–5546
DACA78
DACW78
9V
USA Engineer Transatlantic Division, ATTN: CETAD–CT–P, 201 Prince Frederick Drive, Winchester, VA 22602
DACA79
DACW79
2R
USA Engineer District Japan, ATTN: CEPOJ–CT, Unit 45010, APO AP 96343–0061
DACA81
DACW81
USA Engineer District, Far East, APO AP 96205–0610
DACA83
DACW83
ZH
USA Engineer Division—Pacific Ocean, ATTN: CEPOD–CT, Building 230, Fort Shafter, HI 96858–5540
DACA85
DACW85
ZJ
USA Engineer District, Alaska, P.O. Box 898, Anchorage, AK 99506–0898
DACA87
DACW87
ZW
USA Engineer Division, Huntsville, ATTN: CEHND–CT, P.O. Box 1600, Huntsville, AL 35807–4301
DACA88
DACW88
0S
USA Construction Engineering Research Laboratory, ATTN: CECER–CT, P.O. Box 4005, Champaign, IL 61820–1305
DACA89
DACW89
1Z
USA Cold Regions Research and Engineering Laboratory, ATTN: CECRL–LM–CT, 72 Lyme Road, Hanover, NH 03755–1290
DACA90
DACW90
USA Engineer District, Europe, ATTN: CETAE–CT, Unit 25727, APO AE 09242–5301

DADA03
8W
Fitzsimons Army Medical Center, Directorate of Contracting, ATTN: HSHG–DC, Building 205, 10th Street & McCloskey Avenue, Aurora, CO 80045–5001
DADA08
BT
Dwight David Eisenhower Medical Center, Contracting Office, ATTN: HSAA–D, Building 39706, 40 A Street, Fort Gordon, GA 30905–5650
DADA09
YY
William Beaumont Army Medical Center, ATTN: HSAA–W, Building 7777, Piedras Street, Room 4J18, El Paso, TX 79920–5001
DADA10
ZQ
U.S. Army Health Services Command, Central Contracting Office, ATTN: HSAA–C, Building 2015, Beebe Loop, Fort Sam Houston, TX 78234–6000
DADA13
0W
Madigan Army Medical Center, Contracting Office, ATTN: HSAA–M, Building 9933–A, Johnson Street, Tacoma, WA 98431–5100
DADA15
0X
Walter Reed Army Medical Center, Directorate of Contracting, ATTN: HSHL–ZC, Building T–20, 1st Floor, Washington, DC 20307–5001
DADA16
0Y
Tripler Army Medical Center, Contracting Office, ATTN: HSAA–T, Building 160, Krukowski Street, Tripler AMC, HI 96859–5000
DADA18
1R
Directorate of Contracting, ATTN: AFZG–DOC, Building 4201, Fort Sam Houston, TX 78234–5000
DAEA08
E4
U.S. Army Information Systems Command, Office of Acquisition, ATTN: ASPC–RA, 134 Malbrouk Street, Fort Ritchie, MD 21719–4020
DAEA16
E7
Headquarters, 5th Signal Command, DCSLOG, Contract Management Division, ATTN: ASQE–LG–C, CMR 421, APO AE 09056–3104
DAEA20
E8
Commander, 1st Signal Brigade (USAISC), Office of Acquisition Management, ATTN: ASQK–AM, Unit #15271, APO AP 96205–0044
DAEA32
Y6
U.S. Army Information Systems Command, Contracting Office (USAISCCO), ATTN: ASPC–T, Building 61801, Room 2408, Fort Huachuca, AZ 85613–5000
DAHA01
9B
USPFO for Alabama, P.O. Box 3715, Montgomery, AL 36193–4801
DAHA02
0G
USPFO for Arizona, 5644 East Moreland Street, Phoenix, AZ 85008–3442
DAHA03
9D
USPFO for Arkansas, Camp Robinson, North Little Rock, AR 72118–2200
DAHA04
9N
USPFO for California, P.O. Box 8104, San Luis Obispo, CA 93403–8104
DAHA05
Z0
USPFO for Colorado, Camp George West, Golden, CO 80401–3997
DAHA06
1S
USPFO for Connecticut, State Armory, ATTN: Contracting Officer, 360 Broad Street, Hartford, CT 06105–3795
DAHA07
9A
USPFO for Delaware, Grier Building, 1161 River Road, New Castle, DE 19720–5199
DAHA08
2W
USPFO for Florida, P.O. Box 1008, St. Augustine, FL 32085–1008
DAHA09
C0
USPFO for Georgia, P.O. Box 17882, Atlanta, GA 30316–0882
DAHA10
CU
USPFO for Idaho, P.O. Box 45, Boise, ID 83707–4501
DAHA11
9E
USPFO for Illinois, 1301 North McArthur Boulevard, Springfield, IL 62702–2399
DAHA12
4E
USPFO for Indiana, P.O. Box 41346, Indianapolis, IN 46241–0346
DAHA13
9L
USPFO for Iowa, Camp Dodge, 7700 NW Beaver Drive, Johnston, IA 50131–1902
DAHA14
4Z
USPFO for Kansas, 2737 South Kansas Avenue, Topeka, KS 66611–1170
DAHA15
6P
USPFO for Kentucky, Boone National Guard Center, Frankfort, KY 40601–6192
DAHA16
0A

USPFO for Louisiana, Jackson Barracks, New Orleans, LA 70146–0330
DAHA17
0B
USPFO for Maine, Camp Keys, Augusta, ME 04333–0032
DAHA18
0C
USPFO for Maryland, State Mil Reservation, 301 Old Bay Lane, Havre de Grace, MD 21078–4094
DAHA19
0D
USPFO for Massachusetts, ATTN: Contracting Officer, 143 Speen Street, Natick, MA 01760–2599
DAHA20
9F
USPFO for Michigan, 3111 West St. Joseph Street, Lansing, MI 48913–5102
DAHA21
9K
USPFO for Minnesota, Camp Ripley, P.O. Box 288, Little Falls, MN 56345–0288
DAHA22
CW
USPFO for Mississippi, 144 Military Drive, Jackson, MS 39208–8880
DAHA23
9H
USPFO for Missouri, 1715 Industrial Avenue, Jefferson City, MO 65101–1468
DAHA24
9P
USPFO for Montana, P.O. Box 1157, Helena, MT 59624–1157
DAHA25
USPFO for Nebraska, 1234 Military Road, Lincoln, NE 68508–1092
DAHA26
USPFO for Nevada, 2601 South Carson Street, Carson City, NV 89701–5596
DAHA27
USPFO for New Hampshire, P.O. Box 2003, Concord, NH 03301–2003
DAHA28
ZK
USPFO for New Jersey, 131 Eggert Crossing Road, Lawrenceville, NJ 08648–2805
DAHA29
USPFO for New Mexico, ATTN: Contracting Officer, P.O. Box 4277, Santa Fe, NM 87502–4277
DAHA30
D2
USPFO for New York, 330 Old Niskayuna Road, Latham, NY 12110–2224
DAHA31
D3
USPFO for North Carolina, 4201 Reedy Creek Road, Raleigh, NC 27607–6412
DAHA32
D6
USPFO for North Dakota, P.O. Box 5511, Bismarck, ND 58502–5511
DAHA33
9M
USPFO for Ohio, 2811 West Granville Road, Columbus, OH 43235–2712
DAHA34
9J
USPFO for Oklahoma, 3501 Military Circle, N.E., Oklahoma City, OK 73111–4398
DAHA35
1X
USPFO for Oregon, ATTN: USPFO–P, P.O. Box 14840, Salem, OR 97309–5008
DAHA36
DL
USPFO for Pennsylvania, Department of Military Affairs, ATTN: Contracting Officer, Annville, PA 17003–5003
DAHA37
USPFO for Rhode Island, 330 Camp Street, Providence, RI 02906–1954
DAHA38
DU
USPFO for South Carolina, 9 National Guard Road, Columbia, SC 29201–4766
DAHA39
VQ
USPFO for South Dakota, Camp Rapid, Rapid City, SD 57702–8186
DAHA40
YX
USPFO for Tennessee, Powell Avenue, P.O. Box 40748, Nashville, TN 37204–0748
DAHA41
9C
USPFO for Texas, ATTN: Contracting Officer, P.O. Box 5218, Austin, TX 78563–5218
DAHA42
USPFO for Utah, P.O. Box 2000, Draper, UT 84020–2000
DAHA43
USPFO for Vermont, Camp Johnson, Building #3, P.O. Box 2000, Colchester, VT 05446–3004
DAHA44
ZR
USPFO for Virginia, 501 East Franklin Street, Richmond, VA 23219–2317
DAHA45
ZX
USPFO for Washington, Camp Murray, Tacoma, WA 98430–5000
DAHA46
USPFO for West Virginia, 50 Armory Road, Buckhannon, WV 26201–2396
DAHA47
9G
USPFO for Wisconsin, Camp Douglas, WI 54618–9002
DAHA48
USPFO for Wyoming, P.O. Box 1709, Cheyenne, WY 82003–1709
DAHA49
USPFO for the District of Columbia, Anacostia Naval Air Station, Building 350, Washington, DC 20315–0001
DAHA50
USPFO for Hawaii, 3949 Diamond Head Road, Honolulu, HI 96816–4495

DAHA51
2Z
USPFO for Alaska, ATTN: P&C Division, Camp Denali, P.O. Box B, Fort Richardson, AK 99505–5000
DAHA70
USPFO for Puerto Rico, P.O. Box 3786, San Juan, PR 00904–3786
DAHA72
USPFO for Virgin Islands, #9 Estate Diamond, Frederiksted, St. Croix, VI 00840
DAHA74
USPFO for Guam, PSC456 Box 56, FPO AP 96539–1256
DAHA90
2Y
National Guard Bureau, Contracting Support, 5109 Leesburg Pike, Suite 401–B, Falls Church, VA 22041–3201
DAHC21
G3
MTMC Eastern Area, Acquisition Division, ATTN: MTEA–LOA, Building 427, Military Ocean Terminal, Bayonne, NJ 07002–5302
DAHC22
DP
HQ MTMC, Acquisition Division, ATTN: MTAQ–AT, Room B24–L, 5611 Columbia Pike, Falls Church, VA 22041–5050
DAHC23
G4
MTMC, Western Area, Oakland Army Base, ATTN: MTWA–LOA, Building 1, Alaska Street, Room 2336, Oakland, CA 94026–5000
DAHC24
1B
HQ MTMC, Acquisition Division, ATTN: MTAQ–AS, Room 725, 5611 Columbia Pike, Falls Church, VA 22041–5050
DAHC25
1W
HQ MTMC, Directorate of Personal Property, ATTN: MTPP, 5611 Columbia Pike, Falls Church, VA 22041–5050
DAHC26
0E
HQ MTMC, Program Support Division, ATTN: MTAQ–AF, Stop 898, Fort Belvoir, VA 22060–5898
DAHC30
0F
U.S. Army Military District of Washington, Directorate of Contracting, ATTN: ANOC–Z, Building 15, Cameron Station, Alexandria, VA 22304–5050
DAHC32
0M
National Defense University, Contracting Office, ATTN: NDU–LG–P, Building 62, Fort Leslie J. McNair, Washington, DC 20319
DAHC35
2M
USA Garrison Fort Belvoir, Directorate of Contracting, ATTN: ANFB–OC, 9410 Jackson Loop, Suite 101, Fort Belvoir, VA 22060–5134
DAHC36
1J
Fort Meade Directorate of Contracting, ATTN: ANME–OC, Building 2234, Fort George G. Meade, MD 20755–5081
DAHC38
2S
Fort Ritchie Directorate of Contracting, Fort Ritchie, MD 21719
DAHC75
0U
U.S. Army, Pacific, Office of the ACSAM, ATTN: APAM, Building T115, Palm Circle Drive, Fort Shafter, HI 96858–5100
DAHC76
8U
U.S. Army Garrison, Alaska, Directorate of Contracting, ATTN: APVR–DOC, P.O. Box 5–525, Fort Richardson, AK 99505–0525
DAHC77
CJ
U.S. Army Support Command, Hawaii, Directorate of Contracting, ATTN: APVG–GK, Building 520, Pierce Street, Fort Shafter, HI 96858–5025
DAHC90
YJ
U.S. Army Intelligence and Security Command, ATTN: IAPARC, Building 2444 (Stop 370), Fort Belvoir, VA 22060–5368
DAHC92
1V
U.S. Army Garrison, Panama, Directorate of Contracting, ATTN: SOCO–CO, Unit 7116, APO AA 34002–5000
DAHC94
BD
U.S. Army Info Sys Sel & Acq Activity, ATTN: ISSA–PP, 2461 Eisenhower Avenue, Alexandria, VA 22331–0700
DAJA01
9Q
RCO Vicenza, ATTN: AEUCC–I, Unit 31401, Box 33, APO AE 09630
DAJA02
G5
RCO Seckenheim, ATTN: AEUCC–S, Unit 29331, APO AE 09266
DAJA04
9R
RCO Fuerth, ATTN: AEUCC–FU, Unit 28130, APO AE 09222
DAJA16
8X
RCO Grafenwoehr, ATTN: AEUCC–G, Unit 28130, APO AE 09114
DAJA22
G6
Wiesbaden Regional Contracting Center, ATTN: AEUCC–C, CMR 410, Box 741, APO AE, 09096
DAJA61
9Z
RCO Benelux, ATTN: AEUCC–B, PSC 79, Box 003, APO AE 09724

DAJA89
F0
RCO Wuerzburg, Suboffice of Fuerth, ATTN: AEUCC–W, River Building, 3rd Floor, APO AE 09244
DAJA90
0T
RCO Bad Kreuznach, ATTN: AEUCC–BK, Unit 24307, APO AE 09252
DAJB03
F4
HQ, EUSA, Asst Cofs Acquisition Mgt, ATTN: EAAQ (PARC), Unit 15236, APO AP 96205–0009
DAKF04
ZE
Directorate of Contracting, ATTN: AFZJ–DC, P.O. Box 10039, Fort Irwin, CA 92310–5000
DAKF06
1C
Directorate of Contracting, ATTN: AFZC–DOC, Building 6222, Fort Carson, CO 80913–5022
DAKF10
1D
Directorate of Contracting, ATTN: AFZP–DC, Building 622, 2nd Floor, Fort Stewart, GA 31314–5189
DAKF11
1E
Directorate of Contracting, ATTN: AFZK–DOC, Building 184, Fort McPherson, GA 30330–5000
DAKF12
BC
FORSCOM Central Contracting Office, ATTN: FCJ4–PRC, Building 130, Fort McPherson, GA 30330–6000
DAKF19
1G
Directorate of Contracting, ATTN: AFZN–DOC, P.O. Box 2248, Fort Riley, KS 66442–0248
DAKF23
1H
Directorate of Contracting, ATTN: AFZB–DOC, Building 2174, Street 13A, Fort Campbell, KY 42223–1100
DAKF24
G1
Directorate of Contracting, ATTN: AFZX–DOC, P.O. Drawer 3918, Fort Polk, LA 71459–5000
DAKF29
2G
Directorate of Contracting, ATTN: AFZI–DOC, Building 5418, South Scott Plaza, Fort Dix, NJ 08640–6150
DAKF31
1K
Directorate of Contracting, ATTN: AFZD–DOC, Building 227, Fort Devens, MA 01433–5340
DAKF36
1M
Directorate of Contracting, ATTN: AFZS–DOC, West Street, Building T–45, Fort Drum, NY 13602–5220
DAKF40
1N
Directorate of Contracting, ATTN: AFZA–DC, Drawer 70120, Fort Bragg, NC 28307–0120
DAKF48
1Q
Headquarters, III Corps and Fort Hood, Directorate of Contracting, ATTN: AFZF–DOC, Building 1001 (Room W103), Fort Hood, TX 76544–5059
DAKF57
1T
Directorate of Contracting, ATTN: AFZH–DOC, Rainer Drive, Building 9504, Fort Lewis, WA 98433–5000
DAKF61
1U
Directorate of Contracting, ATTN: AFZR–DOC, Building 2103, Fort McCoy, WI 54656–5000
DAMD17
B3
U.S. Army Medical Research Acquisition Activity, ATTN: SGRD–RMA, Building 820, Chandler Street, Frederick, MD 21702–5014
DASA01
G0
Commander, ARCENT HQ SWA, ATTN: DOC, APO AE 09808
DASA02
Commander, ARTAS–K, ATTN: AFRD–KU–KO, APO AE 09889
DASA03
Commander, ARCENT Contracting Division, ATTN: AFRD–PARC, Building 363, Fort McPherson, GA 30330–6000
DASG60
CB
USA Space and Strategic Defense Command, Deputy Commander, ATTN: CSSD–CM, P.O. Box 1500, Huntsville, AL 35807–3801
DASG62
CH
U.S. Army Space Command, ATTN: MOSC–SC, 1670 North Newport Road, Suite 211, Colorado Springs, CO 80916–2749
DASW01
F7
Defense Supply Service—Washington, ATTN: Policy and Compliance, 5200 Army Pentagon, Room 1D245, Washington, DC 20310–5200
DATM01
0R
U.S. Army OPTEC Contacting Activity, ATTN: CSTE–ZOC, P.O. Box Y, Fort Hood, TX 76544–5065

PART 3—NAVY ACTIVITY ADDRESS NUMBERS

*An asterisk indicates a two-digit code of a major command, which is shared with subordinate activities. Such subordinate activities will indicate the Unit Identification Code of the major command in parentheses, e.g. (MAJ00011).

N00011—LB*, LBZ
Chief of Naval Operations, Washington, DC 20350–2000
N00012—HX*, V8*, V8Y
Assistant for Administration, Under Secretary of the Navy, Washington, DC 20350
N00013—MR
Judge Advocate General, Navy Department, 200 Stovall Street, Alexandria, VA 22332
N00014—EE*, EE0–9
Office of Naval Research, Arlington, VA 22217
N00015—L0*, L0Z
Naval Intelligence Command HQ, (Suitland, MD), 4600 Silver Hill Road, Washington, DC 20389
N00018—MC*, MD*, J5*, QA*, MCZ
Bureau of Medicine and Surgery, Washington, DC 20372–5120
N00019—EF*, GU*, EF0–9
Naval Air Systems Command, 1421 Jefferson Davis Highway, Arlington, VA 22243–5120
N00022—ML*, MQ*, NV*, MLZ
Chief of Naval Personnel, Washington, DC 20370–2000
N00023—4J*, L5*, 4J0–9
Naval Supply Systems Command, 1931 Jefferson Davis Highway, Arlington, VA 22241–5360
N00024—EH*, U0*, EH0–9
Naval Sea Systems Command, 2531 Jefferson Davis Highway, Arlington, VA 22242–5160
N00025—EJ*, FZ*, EJ0–9
Naval Facilities Engineering Command, 200 Stovall Street, Alexandria, VA 22332
N00030—EK*, EK0–9
Strategic Systems Programs, 1931 Jefferson Davis Highway, Arlington, VA 22241–5362
N00033—EL*, EL0–9
Commander, Military Sealift Command, Washington, DC 20390
N00038 (MAJ00011)—LB–5
U.S. Commander-in-Chief, Pacific, HQ Support Division, Box 64017, Code J145, Camp H.N. Smith, HI 96861–4017
N00039—NS*, NS0–9
Space and Naval Warfare Systems Command, 2451 Crystal Drive, Arlington, VA 22245–5200
N00060—LH*, J0*, NM*, LHZ
Commander-in-Chief, Atlantic Fleet, Norfolk, VA 23511
N00061—NL*, NLZ
Commander-in-Chief, U.S. Naval Forces, Europe, (London, U.K.), FPO AE 09499
N00062—8A*, L9*, R0*, 8A0–9
Chief of Naval Education and Training, Code 013, NAS, Pensacola, FL 32508–5100
N00063—NT*, NTZ
Naval Computer and Telecommunications Command, 4401 Massachusetts Avenue NW., Washington, DC 20394–5290
N00065—S0*, S0Z
Naval Oceanography Command, Stennis Space Center, Bay St. Louis, MS 39529–5000
N00069—8Q*, 8QZ
Naval Security Group HQ, 3801 Nebraska Avenue NW., Washington, DC 20390–0008
N00070—LP*, V5*, 4L*, LPZ
Commander in Chief, Pacific Fleet, NAVBASE, Pearl Harbor, HI 96860–7000
N00072—9T*, LC*, 9TZ
Commander, Naval Reserve Force, Code 17, New Orleans, LA 70146
N00074—QH*, QHZ
Naval Special Warfare Command, NAVPHIBASE Coronado, San Diego, CA 92155
N00101—3R
Naval Air Station, South Weymouth, MA 02190
N00102—EN
Portsmouth Naval Shipyard, Portsmouth, NH 03801
N00104—EP, EQ
Naval Inventory Control Point, 5450 Carlisle Pike, Box 2020, Mechanicsburg, PA 17055–0788
N00105—JT
Naval Medical Clinic, NAVSHIPYD, Portsmouth, NH 03801
N00109—F1
Naval Weapons Station, Yorktown, VA 23491
N00123—ES
Commanding Officer, Naval Regional Contracting Center, 937 N. Harbor Drive, San Diego, CA 92132–5106
N00124—M5
Naval War College, Newport, RI 02840
N00127—H1
Naval Air Station, Quonset Point, RI 02819
N00128—EU
Supply Department, Naval Administrative Command, Naval Training Station, Great Lakes, IL 60088
N00129—EV
Submarine Base, New London, Groton, CT 06340
N00140—EX, LA
Commanding Officer, Naval Regional Contracting Center, Naval Base Bldg. No. 600, Philadelphia, PA 19112
N00146—QK
Marine Corps Air Station, Cherry Point, NC 28533
N00151—EY

Philadelphia Naval Shipyard, Philadelphia, PA 19112
N00153—N0
Governor, Naval Home, 01800 East Beach Blvd., Gulfport, MS 39501
N00158—3V
Naval Air Station, Willow Grove, PA 19090
N00161—FA
Naval Academy, Annapolis, MD 21402
N00162 (MAJ00018)—MDG–H
Naval Medical Clinic, Annapolis, MD 21402–5050
N00163—FB
Naval Air Warfare Center, Aircraft Division Indianapolis, 21st and Arlington Avenue, Indianapolis, IN 46218
N00164—FC
Naval Surface Warfare Center, Crane Division, Crane, IN 47522
N00166 (MAJ00072)—LC0–1
Naval Air Facility, Bldg 3086, Andrews AFB, Washington, DC 20396–5130
N00167—FD
Naval Surface Warfare Center, Carderock Division, Bethesda, MD 20084–5000
N00168—FE
National Naval Medical Center, National Capital Region, Bethesda, MD 20014
N0017A
Atlantic Fleet Weapons Training, Facility (Code 51) (Roosevelt Roads, PR), Naval Station, Box 3023, FPO AA 34051
N00171—N5
HQ, Naval District Washington, Washington Navy Yard, Washington, DC 20374
N00173—FF
Naval Research Laboratory, Washington, DC 20390
N00174—FG
Naval Surface Warfare Center, Indian Head Division, Indian Head, MD 20640
N00178
Naval Surface Warfare Center, Dahlgren Division, Dahlgren, VA 22448
N00181—FJ
Norfolk Naval Shipyard, Portsmouth, VA 23709
N00183—JX
Commanding Officer, Naval Hospital, Portsmouth, VA 23708–5100
N00187—3J
Navy Public Works Center, Norfolk, VA 23511
N00188—H2
Naval Air Station, Norfolk, VA 23511
N00189—FK, H3
Naval Supply Center, Norfolk, VA 23512
N00191—FL
Charleston Naval Shipyard, Naval Base, Charleston, SC 29408
N00193 (MAJ00024)—EHD–G
Commanding Officer (Code 11), Naval Weapons Station, Charleston, SC 29408–7000
N00196—3K
Commanding Officer (Code 60), Naval Air Station, Atlanta, Marietta, GA 30060
N00197—FM
Naval Surface Warfare Center, Naval Ordnance Station, Crane Division, Louisville, KY 40214
N00203 (MAJ00018)—MCL
Commanding Officer, Naval Hospital, Pensacola, FL 32512
N00204—FN
Naval Air Station (Code 19P10), Pensacola, FL 32508
N00205—FP
Naval Support Activity (Code N443), New Orleans, LA 70146
N00206
Naval Air Station, New Orleans, LA 70146
N00207—FQ
Naval Air Station, Jacksonville, FL 32212
N00211 (MAJ00018)—MCQ–S
Naval Hospital, Great Lakes, IL 60088–5230
N00213—H4
Naval Air Station, Key West, FL 33040
N00215—3W
Naval Air Station (Code 60), Dallas, TX 75211
N00216—FR
Commanding Officer (Code 194), Naval Air Station, Bldg 10, Corpus Christi, TX 78419
N00221—K5
Mare Island Naval Shipyard, Vallejo, CA 94592
N00228—FU
Naval Supply Center, Oakland, CA 94625
N00231
Commanding Officer, Naval Medical Clinic, Quantico, VA 22134
N00232 (MAJ00018)—MCB–F
Naval Hospital, Jacksonville, FL 32214–5222
N00236—NX
Naval Air Station, Alameda, CA 94501
N00244—NW
Naval Supply Center, Naval Base, 937 North Harbor Drive, San Diego, CA 92132
N00245 (MAJ00070)—LPN
Naval Station, San Diego, CA 92136–5000
N00246—H5
Naval Air Station, North Island, San Diego, CA 92135
N00247—HC
Naval Training Center, San Diego, CA 92133
N00249
Commanding Officer, Civil Engineer Support Office, Naval Construction Battalion Center, Port Hueneme, CA 93043
N00250—FW
Commander, Navy Exchange Service Command, NAVSTA New York, Staten Island, NY 10305
N00251—FX
Puget Sound Naval Shipyard, Bremerton, WA 98314
N00253—FY
Commanding Officer, Naval Undersea Warfare Center, Division Keyport, Keyport, WA 98345
N00255 (MAJ00070), LPS–T—LPW–Y

Naval Station Puget Sound, Seattle, WA 98115–5000
N00267 (MAJ00018)—MC0–1
Commanding Officer, Navy Medical Clinic, Key West, FL 33040
N00274 (MAJ00072)—LCA–B
Naval Air Facility, Detroit, Selfridge Air Force Base, Supply Department, Mt. Clemens, MI 48045
N00275—3M
Naval Air Station, Glenview, IL 60026
N00276
Naval Air Station, Twin Cities, Minneapolis, MN 55450
N00281 (MAJ00062)—L90–1
Commanding Officer, Fleet Combat Training Center, Atlantic, Dam Neck, Virginia Beach, VA 23461
N00285 (MAJ00018)—MDR
Commanding Officer, Naval Hospital, Corpus Christi, TX 78419
N00288
Naval Publications and Forms Center, 5801 Tabor Avenue, Philadelphia, PA 19120
N00296—NY
Naval Air Station, Moffett Field, CA 94035
N00311—GA
Pearl Harbor Naval Shipyard, Box 400 Pearl Harbor, HI 96860
N0031A (MAJ00060), J0K–M—JOY–Z
Commander, Naval Special Warfare Group Two, Naval Amphibious Base, Little Creek, Norfolk, VA 23521–5340
N00314—M7
Submarine Base, Pearl Harbor, HI 96860
N00334—N6
Naval Air Station, Barbers Point, HI 96862
N00383, GB, GC
Naval Inventory Control Point, 700 Robbins Avenue, Philadelphia, PA 19111–5098
N00389, KL—MM
Contracting Officer (Code 192), U.S. Naval Station (Roosevelt Roads, PR), Box 3002, FPO AA 34051
00391, EP, EQ, GB, GC
Naval Inventory Control Point, 700 Robbins Avenue, Philadelphia, PA 19111–5098
N00406—GE
Naval Supply Center, Puget Sound, Bremerton, WA 98314
N00421—M8
Naval Air Warfare Center, Aircraft Division, Patuxent River, MD 20670
N00600—GG
Naval Regional Contracting Center, Washington Navy Yard, Washington, DC 20374
N00604—NQ
Naval Supply Center, Pearl Harbor, Pearl Harbor, HI 96860
N00612—GH
Commanding Officer, Naval Supply Center, RCD, Code 200M, Charleston, SC 29408
N00619 (MAJ00018)—QA0–9
Naval Hospital Oakland, CA 94627–5000
N00620—H6
Naval Air Station, Whidbey Island, Oak Harbor, WA 98277
N00639—H7
Commanding Officer, Naval Air Station, Memphis (84), Millington, TN 38054
N00702 (MAJ00069)—8QM–N
Naval Security Group Activity, Winter Harbor, ME 04693
N00743—8N
Commanding Officer, Naval Computer and Telecommunications Station (Roosevelt Roads, PR), Box 3022, FPO AA 34051
N00788 (MAJ00063)—NTR–S
Commanding Officer, Naval Communications Det., Washington, (Cheltenham, MD), Washington, DC 20390
N00849 (MAJ00069)—8QC
Naval Security Group Activity, Skaggs Island, Sonoma, CA 95476–5000
N00886—QB
Naval Communications Station, San Francisco, Rough and Ready Island, Stockton, CA 95203
N00950—8R
Naval Computer and Telecommunications Area, Master Station, EASTPAC, Wahiawa, HI 96786
N0417A (MAJ00025)—EJA
Naval Support Facility, P.O. Box 1000, Thurmont, MD 21788
N0428A—3Q
Naval Air Station, Patuxent River, MD 20670
N0429A—3A
Naval Air Warfare Center, Weapons Division, Point Mugu, CA 93042
N0434A (N00022)—MQL
United States Navy Band, Washington Navy Yard, Washington, DC 20374–1052
N0463A (MAJ00024)—EHC
Commanding Officer, Navy Experimental Diving Unit, NAVCOASTSYSCEN, Bldg. 321, Panama City, FL 32401
V04697 (MAJ00060)—LHA
USS Simon Lake, FPO AA 34085–2590
N0597A (MAJ00012)—HXP–W
Director, Office of Civilian Personnel Management, Southeast Region, Bldg A–67, Naval Base, Norfolk, VA 23511–6098
N0598A (MAJ00012)—HXN
Director, Office of Civilian Personnel Management, Pacific Division, Box 119, Pearl Harbor, HI 96860–5060
N0604A (MAJ00012)—HXJ–L
Director, Office of Civilian Personnel Management, Northwest Region, 2890 North Main Street, Suite 301, Walnut Creek, CA 94596–2739
N0605A (MAJ00012)—HXG–H
Director, Office of Civilian Personnel Management, Northeast Region, Bldg 75–3 Naval Base, Philadelphia, PA 19112–5006
N0610A (MAJ00062)—L98
Commanding Officer, Naval Diving and Salvage Training Center, 350 South Crag Road, Panama City, FL 32407–7016
N0618A (MAJ00062)—8AE

School of Music, Naval Amphibious Base, Little Creek, Norfolk, VA 23521–5240
N0619A—8E
Naval Health Sciences Education & Training Command, NAVMEDCOM NATCAPREG, Bethesda, MD 20814
N0708A (MAJ00024)—U0A–B
Naval Warfare Engineering Activity, Port Hueneme Division, Naval Surface Warfare Center, Yorktown, VA 23961–5076
N08939
Navy Section, US Military Group (Caracas, Venezuela), Department of State, Washington, DC 20521
N09534
Navy Section, US Military Group (Lima, Peru), APO AA 34031
N09550—4G
Commander Fleet Air Mediterranean (Naples, Italy), FPO AE 09619
N30492 (MAJ00039)—NSC
David W. Taylor Naval Ship Research and Development Center Detachment Puget Sound, Bremerton, WA 98324–5215
N30776—4N
Naval Air Station, Kingsville Auxiliary Landing Field Detachment, Orange Grove, TX 77630
N30779—3Z
Naval Auxiliary Landing Field, Goliad, TX 77963
N30829 (MAJ00061)—NL0–2
Officer in Charge, Naval Support Activity, Naples Detachment (Gaeta, Italy), FPO AE 09609
N30929
Commanding Officer, Navy Flight Demonstration Squadron (Blue Angels), Naval Air Station, (Attn: Supply Officer), Pensacola, FL 32508
N31149 (MAJ00024)—EHA–B
Naval Sea Logistics Center Detachment, Philadelphia Naval Base, Philadelphia, PA 19112–5061
N31699 (MAJ00012)—V8Z
Office of Under Secretary of the Navy, Washington, DC 20350–1000
N31863
Director, Naval Audit Service, Capital Region, P.O. Box 1206, Falls Church, VA 22041
N31954 (MAJ00062)—R0X
Submarine Training Facility, San Diego, CA 92106
N32525—8S
U.S. Naval Communication Station, Naples Detachment (Sigonella, Italy), FPO AE 09627
N32778 (MAJ00070)—4LE
Fleet Activities, Chinhae (Korea), FPO AP 96269–1100
N32832—7K
Naval Aviation Logistics Center, European Repair and Rework, Activity Representative (Alverca, Portugal), APO AE 09642
N32960—K2
Navy Support Office, La Maddalena (Sardinia Italy), FPO AE 09612
N33137 (MAJ00015)—L0A–C
Naval Intelligence Operations Group DET CTG 168.4 (Munich, Germany), APO AE 09108
N35316 (MAJ00060)—J0G
Patrol Combatant Missile Squadron Two, Mobile Logistic Support Group, Trumbo Point Annex, NAS Key West, FL 33040
N35949 (MAJ00018)—J5S
Naval Hospital, Twentynine Palms, CA 92278–5008
N39088 (MAJ00022)—NVF
Navy Recruiting Orientation Unit, 206 South Avenue, Suite C, Pensacola, FL 32508–5102
N39167
Commanding Officer, Naval Branch Medical Clinic, Naval Air Station, Meridian, MS 39309
N39353—GV
Commanding Officer, Integrated Combat Systems Test Facility, San Diego, CA 92152
N41756—LE
Navy Engineering Logistics Office, Washington, DC 20000
N42237—7A
Commanding Officer, Naval Submarine Base, Code N411, Kings Bay, GA 31547
N43646 (MAJ00023)—4JB
Defense Printing Service, Detachment Branch Office, 5403 Southside Drive, Louisville, KY 40214
N44405 (MAJ00062)—8AA
Antilles Consolidated School System, Box 3200 (Roosevelt Roads, PR), FPO AA 34051
N44416 (MAJ00023)—4JL
Defense Printing Service Northeast Area, 700 Robbins Avenue, Philadelphia, PA 19111–5093
N44930—KN
Intra-Fleet Supply Support Operations Program, Norfolk, VA 23512
N44967—KP
Naval Sea Systems Command Detachment (PERA CSS), San Francisco, CA 94124–2995
N45045 (MAJ00012)—V8A
Navy Comptroller Standard Systems Activity Det., Raleigh Oaks Plaza Office Building, 3606 Austin Peay Highway, Memphis, TN 38128–3757
N45405—HS
Naval Sea Systems Command Det., PERA (Surface) Atlantic Office, Portsmouth, VA 23709–5000
N45406—LD
Officer in Charge, Naval Sea Systems Command Detachment (PERA CV), Puget Sound Naval Shipyard, Bremerton, WA 98310–0206
N45411 (MAJ00070)—LPE
Assault Craft #5, MCB Camp Pendleton, CA 92055–5003
N45534 (MAJ00024)—EHN

AEGIS Combat Systems Center, Bldg D–11, Wallops Island, VA 23337
N45854 (MAJ00011)—LBE
Fleet Surveillance Support Command, Chesapeake, Chesapeake, VA 23322–5010
N46079
Military Sealift Command Office, Northern Europe, (Bremerhaven, Germany), APO AE 09069–0006
N46450 (MAJ00023)—L50–9
Naval Supply Center, Charleston Detachment, Naval Submarine Base, Kings Bay, GA 31547
N46531 (MAJ00012)—HX0–E
Office of Civilian Personnel Management, National Capital Region, 801 N. Randolph Street, Arlington, VA 22203
N46656—NP
Telecommunication Management Detachment West, 937 North Harbor Drive, San Diego, CA 92132–5104
N46657 (MAJ00063)—NT0–NT1
Telecommunication Management Detachment Pacific, Wahiawa, HI 96786–3050
N46659—KJ
Telecommunications Management Detachment Europe, (Naples, Italy), FPO AE 09620
N46904 (MAJ00060)—J00–1
Commanding Officer, Precommissioned Unit, Antisubmarine Warfare Training Group Atlantic, Bldg CEP 104, Naval Station, Norfolk, VA 23511–6495
N47408 (MAJ00025)—EJP–W
Naval Facilities Engineering Command Contracts Office, Naval Construction Battalion Center, Port Hueneme, CA 93043–5000
N47427 (MAJ00070)—V5G
Naval Air Pacific Repair Activity Detachment, New Zealand (Christchurch), c/o U.S. Naval Support Force Antarctic Det., FPO AP 96531
N47875 (MAJ00019)—GUP–S
Naval Technical Representative Detachment Bethpage, Grumman Aerospace Corporation, Bethpage, NY 11714–3593
N47876 (MAJ00019)—GUJ–L
Naval Technical Representative Detachment Burbank, Lockheed Aeronautical Systems Company, P.O. Box 551, Burbank, CA 91503
N47877—GD
Naval Technical Representative Detachment St. Louis, McDonnell Douglas Corporation, P.O. Box 516, St. Louis, MO 63166–0516
N47878 (MAJ00019)—GUV
Naval Technical Representative Detachment Lynn, General Electric Company, Aircraft Engine Business Group, 1000 Western Avenue, Lynn, MA 01910–0445
N47879 (MAJ00019)—GUO–B
Naval Technical Representative Detachment Stratford, United Technologies Corporation, Sikorsky Aircraft Divison, Stratford, CT 06497
N48142 (MAJ00012)—V80–1
Assistant Secretary of the Navy, Research Development and Acquisition, Washington, DC 20350–1000
N48398 (MAJ00070)—4LD
Commander, U.S. Naval Forces Alaska, P.O. Box 25517, Juneau, AK 99802–5517
N48521 (MAJ00019)—GUX
Naval Technical Representative Detachment Bell, Bell Helicopter Textron, P.O. Box 482, Bldg. 2, Fort Worth, TX 76101
N48758 (MAJ00070)—V5R
Naval Air Pacific Repair Activity Plant Rep. Office, Box 39, (Atsugi, Japan), FPO AP 96306
N48984 (MAJ00023)—L5E
Defense Printing Service, Detachment Office, 901 South Drive, Scott Air Force Base, IL 62225–5106
N49399 (MAJ00060)—NM0–9
Naval Submarine Support Facility, Supply Operations, New London, Box 500, Groton, CT 06349–5500
N52731 (MAJ00072)—LCU
Reserve Naval Construction Force, First Reserve Naval Construction Brigade Support Detachment, Naval Construction Battalion Center, Bldg 121, Gulfport, MS 39501–5016
N52846 (MAJ00019)—EFA–B
Naval Aviation Depot Operations Center Detachment, European Repair and Rework Activity (NERRA), (Naples, Italy), Box 50, FPO AE 09619
N52855—LZ
Special Boat Unit 11, FPO AP 96601–4517
N53210 (MAJ00060)—LHJ–K
Assault Craft Unit 2, Naval Amphibious Base, Little Creek, Norfolk, VA 23520
N53825—GY
Naval Surface Force, US LANTFLT, Norfolk, VA 23511–6002
N53863 (MAJ00060)—LHH
Commander, Surface Warfare Development Group, 2200 Amphibious Drive, Norfolk, VA 23521–2850
N53999 (MAJ00060)—J0Q–R
Seal Team Six, Naval Amphibious Company, Norfolk, VA 23521
N55105 (MAJ00060)—NMC
Amphibious Construction Batallion Two, 1815 Seabee Drive, Norfolk, VA 23701
N55131 (MAJ00060)—J0A–B
Cargo Handling and Port Group, Williamsburg, VA 23187–5792
N55271 (MAJ00070)—LP8
Commander, Combat Logistics Group One (N716), Building 221–2W, NSC, Oakland, CA 94625–5309
N55322 (MAJ00060)—LHN
Explosive Ordnance Disposal Group Two, Fort Story, VA 23459–5024
N55418 (MAJ00070)—V50

Naval Antarctic Support Unit, (Christchurch, New Zealand), FPO AP 96531
N57007—VO
Commander, Middle East Force, (Jufair, Bahrain), FPO AE 09834
N57012—GQ
Commander Naval Air Force, U.S. Atlantic Fleet, Naval Air Station, Norfolk, VA 23511
N57016 (MAJ00060)—J0N
Commander Submarine Force, U.S. Atlantic Fleet, Norfolk, VA 23511–6296
N57023—GT
Commander, Operational Test and Evaluation Force, Naval Base, Norfolk, VA 23511
N57032 (MAJ00061)—NLF–H
Naval Air Facility, (Mildenhall, UK), FPO AE 09459
N57049 (MAJ00060)—JOE–F, V–X
Naval Support Facility (Antigua, West Indies), FPO AA 34054
N57053 (MAJ00070)—LPQ
Naval Facility, Centreville Beach, Ferndale, CA 95536–9766
N57070 (MAJ00060)—LH7
Commander, Undersea Surveillance, U.S. Atlantic Fleet, Norfolk, VA 23511–6687
N57075 (MAJ00060)—LH9
Commanding Officer, Naval Facility (Argentia, Canada), FPO AE 09730
N57092 (MAJ00070)—V5U
Naval Inshore Undersea Warfare Group One, Building 184, Box 357140NOLF, Imperial Beach, CA 92135–7140
N57095 (MAJ00060)—LH0–1
Atlantic Fleet Headquarters Support Activity, CINCLANTFLEET, Norfolk, VA 23511
N57100 (MAJ00070)—LP0–1
Naval Special Warfare Group One, NAVPHIBASE Coronado, San Diego, CA 92155
N60002 (MAJ00018)—QAD
Commanding Officer, Naval Hospital, Millington, TN 38054
N60028—QC
Naval Station, Treasure Island, San Francisco, CA 94130
N60036—QD
Naval Weapons Station, Concord, CA 94520
N60042 (MAJ00070)—LPU
Naval Air Facility, El Centro, CA 92243
N60050—HD
Marine Corps Air Station, El Toro, Santa Ana, CA 92709
N60087—3P
Naval Air Station, Brunswick, ME 04011
N60169—W0
Commanding Officer, Marine Corps Air Station, Beaufort, SC 29904
N60191—4A
Naval Air Station, Oceana, Virginia Beach, VA 23460
N60200—3G
Commanding Officer, Naval Air Station, Cecil Field, FL 32215
N60201—L7
Commanding Officer, Naval Air Station, P.O. Box M, Mayport, FL 32228
N60211—3D
Naval Auxiliary Landing Field, Crows Landing, CA 95313
N60234—4R
Naval Air Station, Whiting Field, OLF Saufley Field, Pensacola, FL 32508
N60241—3X
Commanding Officer, Naval Air Station, Bldg. 2701, Kingsville, TX 78363
N60258—GK
Long Beach Naval Shipyard, Long Beach, CA 90801
N60259—H9
Naval Air Station, Miramar, San Diego, CA 92145–5000
N60268 (MAJ62980)—MQ0–1
Navy Recruiting District Chicago, Glenview, IL 60026–5200
N60376—3Y
Commanding Officer, Naval Air Station, Chase Field, Beeville, TX 78103
N60462—WE
Naval Air Station, Adak (Alaska), FPO AP 98506–1200
N60478—3C
U.S. Naval Weapons Station, Earle, Colts Neck, NJ 07722
N60495—3T
Naval Air Station, Fallon, NV 89406
N60508—4Q
Commanding Officer, Naval Air Station, Whiting Field, Milton, FL 32570
N60514—GL
Commanding Officer, Naval Station (Guantanamo Bay, Cuba), Box 33, FPO AE 09593
N60530—GM
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555
N60656—GN
Navy Exchange, Naval Station, Annapolis, MD 21402
N60663—GR
Officer in Charge, Navy Resale Activity, Commissary Support Office, Naval Base, Bldg 2600, Great Lakes, IL 60088
N60666—GS
Navy Exchange, Naval Air Station, Key West, FL 33040
N60676—GX
Navy Resale and Services Support Office, Field Support Office Commissary Div., Naval Air Station, Mechanicsburg, PA 17055
N60681—HA
Commissary OPS Division, NAVRESSOFSO, Naval Station, San Diego, CA 92136
N60693—HB
Navy Resale Activity, Commissary Support Office, Naval Base Pearl Harbor, Box 110, Pearl Harbor, HI 96860
N60701—4M
Naval Weapons Station, Seal Beach, CA 90740
N60865 (MAJ00070)—V5X

Naval Forces, Marianas (Guam), FPO AP 96540
N60872 (MAJ00070)—V5T
Naval Magazine (Guam) FPO AP 96540–1300
N60895—HF
Commissary OPS Division, NAVRESSOFSO, Naval Air Station, Alameda, CA 94501
N60921 HG—FH
Commander, Naval Surface Warfare Center, Dahlgren Division, Detachment White Oak, 10901 New Hampshire Avenue, Silver Spring, MD 20903
N60935—HH
Commissary OPS Div, NAVRESSOFSO, Naval Air Station, Jacksonville, FL 32212
N60936—HJ
Navy Resale Activity Commissary Support Office, Naval Air Station, Pensacola, FL 32508
N60937—HK
Navy Exchange Det., Naval Support Activity, New Orleans, LA 70140
N60938—HL
Navy Resale Activity, Commissary Support Office, Naval Air Station, Corpus Christi, TX 78419
N60939—HM
Navy Exchange, Naval Air Station, Memphis 32, Millington, TN 38054
N60951 (MAJ00060)—LHU
Fleet Accounting and Disbursing Center, Operating Forces Accounting, U.S. Atlantic Fleet, Norfolk, VA 23511–6096
N60956 (MAJ00012)—V8J–N
Navy Regional Finance Center, Great Lakes, IL 60088–5797
N61115—HN
Navy Exchange Activity, Submarine Base, New London, Groton, CT 06340
N61119—HP
Naval Supply Depot, Guam, PSC 455, Box 190, FPO AP 96540–1500
N61165—NN
Supply Officer, Bldg NS46, Naval Station, Charleston, SC 29408–5000
N61174—7B
Naval Station, New York, Brooklyn, NY 11251
N61189 (MAJ00060)—J0T
Naval Station, Philadelphia, PA 19112
N61217—HQ
Navy Exchange, Naval Air Station, Bermuda, FPO AE 09727
N61331—HR
Naval Surface Warfare Center, Dahlgren Division, Coastal Systems Station, Panama City, FL 32407
N61337—H0
Commanding Officer, Naval Hospital, Beaufort, SC 29904
N61339—HT
Commanding Officer, Naval Training Systems Center (N–601), 12350 Research Parkway, Orlando, FL 32826–3275
N61414—4B
Naval Amphibious Base, Little Creek, Norfolk VA 23521
N61463 (MAJ00060)—LHB–D, LH2–4
Supply Officer, COMNAVBASE Supply, 1530 Gilbert Street, Suite 8, Norfolk, VA 23511–2793
N61466
Commander, Naval Base, Bldg NH48, Charleston, SC 29408
N61510—HU
Navy Exchange, Naval Station (Guam), Box 179, FPO AP 96540
N61533—HW
David W. Taylor Naval Ship Research and Development Laboratory, Annapolis, MD 21402
N61564—FS
Naval Hospital, NAVBASE (Guantanamo Bay, Cuba), FPO AE 09593
N61577 (MAJ00070)—V5P
Naval Air Station, Agana (Guam), Box 60, FPO AP 96540–1200
N61581 (MAJ00070)—4LT
Fleet Activities, Naval Base (Yokosuka, Japan), FPO AP 96349–1100
N61685 (MAJ00065)—S0A
Naval Oceanography Command Center (Guam), Box 12, FPO AP 96540–2926
N61726—QL
Naval Hospital, Naval Submarine Base, New London, Groton, CT 06349
N61751 (MAJ00018)—MCK,M,N,P
Naval Medical Research Unit No. 3, Cairo (Egypt), PSC 452, Box 5000, FPO AE 09835–1600
N61755 (MAJ00070)—V5E
Naval Station (Guam), FPO AP 96540–1000
N61762—HY
Naval Ordnance Missile Test Station, White Sands Missile Range, NM 88002
N62021—7V
Naval Amphibious Base, Coronado, San Diego, CA 92155
N62161—HZ
Navy Exchange Det, NAVCOMSTA, Rough and Ready Island, Stockton, CA 95203
N62190 (MAJ00014)—EEY
Commanding Officer, Naval Research Laboratory, Underwater Sound Reference Detachment, P.O. Box 8337, Orlando, FL 32856
N62191 (MAJ00062)—L97
Commanding Officer, Naval Reserve Officers Training Corps, and Naval Administrative Unit, Room 20E–125, Massachusetts Institute of Technology, Cambridge, MA 02139
N62254 (MAJ00070)—4LX
Commander Fleet Activities, Okinawa, Naval Air Facility, Kadena (Ryukyu Islands Southern), Box SU/CR, FPO AP 96370–1100
N62269—JC
Commander, Naval Air Warfare Center, Aircraft Division Warminster, Warminster, PA 18974
N62271—QE

Naval Postgraduate School, Monterey, CA 93940
N62285 (MAJ00065)—S00–1
Naval Observatory, Washington, DC, 34th and Massachusetts Avenue, NW, Washington, DC 20390–5100
N62306—7C
Commanding Officer (Code 4410), Naval Oceanographic Office, Stennis Space Center, Bay St. Louis, MS 39552
N62367 (MAJ00023)—4JC
Navy Clothing and Textile Research Facility, 21 Strathmore Road, Natick, MA 01760–2490
N62376—4K
Commanding Officer, Naval Air Warfare Center, Aircraft Division Trenton, P.O. Box 7176, Trenton, NJ 08628
N62381—JG
Military Sealift Command, Atlantic, Military Ocean Terminal, Building 42, Bayonne, NJ 07002
N62382
Military Sealift Command Office, Gulf Subarea, 4400 Dauphin Street, New Orleans, LA 70146
N62383—JH
Military Sealift Command, Pacific, Naval Supply Center, Oakland, CA 94625
N62387
Commander, Military Sealift Command, Central Technical Activity (Code M10–3), 4228 Wisconsin Avenue, Washington, DC 20016
N62395—JK
Navy Public Works Center, (Mariana Islands, Guam), FPO AP 96540–2937
N62401—3F
Defense Printing Service Branch Office, The Pentagon, Washington, DC 20350–3000
N62404—JJ
Military Sealift Command, Far East, (Yokohama, Japan), FPO AP 96347
N62410 (MAJ00022)—MQ6
Navy Recruiting District, P.O. Box 8667, Albuquerque, NM 87198–8667
N62412 (MAJ00022)—MLR
Commanding Officer, Navy Recruiting District, Perry Hill Office Park, 3815 Interstate Court, Montgomery, AL 36109–5294
N62415 (MAJ00022)—MLX
Commanding Officer, Navy Recruiting District, Strom Thurmond Federal Bldg., Suite 771, 1835 Assembly Street, Columbia, SC 29201–2430
N62416 (MAJ00022)—NV0–1
Navy Recruiting District Columbus, Room 609 Federal Building, 200 North High Street, Columbus, OH 44142–2474
N62419
Commanding Officer, Navy Recruiting District, Melrose Bldg., 1121 Walker Street, Houston, TX 77002
N62421 (MAJ00022)—MQM
Commanding Officer, Navy Recruiting District, 8925 North Meridian Street, Room 250, Indianapolis, IN 46260
N62422
Commanding Officer, Navy Recruiting District, 2974 Woodcock Drive, Jacksonville, FL 32207
N62423
Commanding Officer, Navy Recruiting District, 301 Center Street, Little Rock, AR 72201
N62425 (MAJ00022)—MQ8
Commanding Officer, Navy Recruiting District, 1808 West End Avenue, Suite 1312, Nashville, TN 37203
N62427 (MAJ00022)—MLP
Navy Recruiting District Omaha, Overland-Wolf Building, 6910 Pacific, Omaha, NE 68106
N62429 (MAJ00022)—MLE
Navy Recruiting District Portland, 1220 SW Third Avenue, Suite 576, Portland, OR 97204
N62430
Commanding Officer, Navy Recruiting District, 1001 Navaho Drive, Raleigh, NC 27609
N62432 (MAJ00022)—MQG
Navy Recruiting District, St. Louis, 1222 Spruce Street, St. Louis, MO 63103–2814
N62435 (MAJ00022)—MQE
Navy Recruiting District Boston, 495 Summer Street, Boston, MA 02210–2103
N62437 (MAJ00022)—MQ4
Commanding Officer, Navy Recruiting District, 918 So. Ervay Street, Dallas, TX 75201
N62438 (MAJ00022)—MLQ
Navy Recruiting District Denver, Capital Life Center, 3rd Floor, 1600 Sherman Street, Denver, CO 80203–1668
N62440 (MAJ00022)—MLT
Navy Recruiting District, 2420 Broadway, Kansas City, MO 64108
N62441 (MAJ00022)—MLG
Navy Recruiting District Los Angeles, 5051 Rodeo Road, Los Angeles, CA 90016
N62442
Commanding Officer, Navy Recruiting District Atlanta, 612 Tinker Street, Suite C, Marietta, GA 30060
N62443 (MAJ00022)—MLV
Navy Recruiting District, Federal Office Building, 2nd & Washington Avenues, S., Minneapolis, MN 55401
N62444 (MAJ00022)—NVA
Commanding Officer (Code 602–2C), Navy Recruiting District, 4400 Dauphine Street, New Orleans, LA 70146
N62448 (MAJ00022)—MLN
Navy Recruiting District San Francisco, 1500 Broadway, Room 210, Oakland, CA 94612–1430
N62449 (MAJ00022)—MLC

Navy Recruiting District Seattle, Naval Station, Building 30, Seattle, WA 98115–5105

N62467—JM

Commanding Officer, Naval Facilities Engineering Command, Southern Division, (SOUTHNAVFACENGCOM), 2155 Eagle Drive, P.O. Box 10068, Charleston, SC 29411–0068

N62470—JN

Naval Facilities Engineering Command, Atlantic Division, Norfolk, VA 23511

N62471—N7

Officer in Charge of Construction, Naval Facilities Engineering Command, Contracts, Mid-Pacific, Pearl Harbor, HI 96860

N62472—JP

Naval Facilities Engineering Command, Northern Division, 10 Industrial Highway, Mail Stop #82k Lester, PA 19113

N62474—JR

Naval Facilities Engineering Command, Western Division, San Bruno, CA 94066

N62477—JU

Naval Facilities Engineering Command, Chesapeake Division, Washington Navy Yard Washington, DC 20374

N62481—N8

Naval Air Station (Bermuda), FPO AE 09727

N62507 (MAJ00070)—4LJ

Commanding Officer, Naval Air Facility (Atsugi, Japan), Box 3, FPO AP 96306–1200

N62522—JV

Military Sealift Command, Europe, (London, UK), Box 3, FPO AE 09499–3700

N62535—HE

Marine Corps Air Station (HELO), Tustin, CA 92710

N62537

Military Sealift Command, Mediterranean Sub-Area, (Naples, Italy), Box 23, FPO AE 09619–0600

N62538—K1

Military Sealift Command Office, Middle Atantic, NSC, Bldg Y100A, Norfolk, VA 23512

N62539

Military Sealift Command Office, United Kingdom, (London, UK), Box 29, FPO AE 09499–3700

N62573—K8

Marine Corps Air Station, New River Plaza, Jacksonville, NC 28540

N62576 (MAJ00023)—4JG

Defense Printing Service Branch Office, 700 Robbins Avenue, Philadelphia, PA 19111–5094

N62578—J2

Naval Construction Battalion Center, Davisville, RI 02854

N62583—J3

Naval Construction Battalion Center, Port Heuneme, CA 93041

N62585—K3

Commander, Naval Activities, United Kingdom, (London, UK), FPO AE 09499

N62586 (MAJ00070)—V5A–B

Naval Ship Repair Facility (Guam), FPO AP 96540

N62588—NR

Naval Support Activity (Naples, Italy), FPO AE 09619

N62593

Director, Defense Printing Service Det Office, Southeast Div., 4400 Dauphine St., Unit 601–3–B, New Orleans, LA 70146

N62603

Commanding Officer Fleet & Mine Warfare Training Center Naval Base, Bldg 647 Charleston, SC 29408

N62604—J4

Commanding Officer, Naval Construction Battalion Center, Gulfport, MS 39501

N62613 (MAJ00027)—MUE

Commanding Officer, Marine Corps Air Station, (Iwakuni, Japan), FPO AP 96310

N62638 (MAJ00072)—LCN

Naval Inshore Undersea Warfare Group Two, NSC Cheatham Annex, Bldg. 111, Williamsburg, VA 23187–8792

N62645—EG

Naval Medical Logistics Command, Fort Detrick, Frederick, MD 21701–5015

N62649—JY

Naval Supply Depot (Yokosuka, Japan), FPO AP 96349

N62651

Director, Defense Printing Service Office, Southeast Division, Pensacola, FL 32508

N62653 (MAJ00023)—4JW–X

Director, Defense Printing Service Branch Office, Southeast Division, Bldg. 1628, Naval Base, Charleston, SC 29408

N62654 (MAJ00019)—EFE

Naval Weapons Evaluation Facility, Kirtland AFB, Albuquerque, NM 87117

N62661 (MAJ00062)—L97

Naval Education and Training Center, Newport, RI 02841–5000

N62665—JQ

Supervisor of Shipbuilding, Conversion, and Repair, USN, Barnes Building—6th Floor, 495 Summer Street, Boston, MA 02210

N62670—8B

Supervisor of Shipbuilding, Conversion and Repair, USN, Drawer T, Mayport Naval Station, Jacksonville, FL 32228

N62673—8P

Supervisor of Shipbuilding, Conversion and Repair, USN, Naval Base, Charleston, SC 29408

N62678—8C

Supervisor of Shipbuilding, Conversion and Repair, USN, P.O. Box 215, Portsmouth, VA 23705

N62686—T0

Defense Printing Service Office, Naval District Washington, Building 157–2, Washington Naval Yard, Washington, DC 20374–1572
N62688—GW
Naval Station, Naval Base, Norfolk, VA 23511–6002
N62695
Auditor General of the Navy, Naval Audit Services Headquarters, P.O. Box 1206, Falls Church, VA 22041
N62700 (MAJ00023)—4JJ
Defense Printing Service Detachment Office, Northern Division, Bldg 2A, Great Lakes, IL 60088–5708
N62703 (MAJ00023)—4JA
Defense Printing Service Branch Office, Bldg 530, Puget Sound Naval Shipyard, Bremerton, WA 98314
N62705 (MAJ00023—4JN
Defense Printing Service Detachment Office, Naval Supply Center, Oakland, CA 94625–5045
N62706—JS
Defense Printing Service Branch Office, Western Division, Bldg. 154, San Diego, CA 92136–5148
N62707 (MAJ00023)—4JS–U
Defense Printing Service Detachment Office, Western Area, Pearl Harbor, Box 126, Pearl Harbor, HI 96860–5120
N62735 (MAJ00070)—4LP
Commander, Fleet Activities, (Sasebo, Japan), PSC 476, Box 1, FPO AP 96322–1100
N62741—MB
Commanding Officer, Navy Supply Corps School, Code 60, Athens, GA 30606
N62742—KB
Naval Facilities Engineering Command, Pacific Division, Pearl Harbor, HI 96860
N62745 (MAJ00025)—FZC–E
Officer in Charge of Construction, Naval Facilities Engineering Command Contracts, Mediterranean (Madrid, Spain), APO AE 09642
N62755—J7
Commanding Office, Navy Public Works Center, Pearl Harbor, HI 96860–5470
N62757 (MAJ00072)—9TV–Y
Naval Reserve Center, 7410 West Roosevelt Road, Forest Park, IL 60130–2592
N62762 (MAJ00024)—EHU–W
Navy Shipbuilding Liaison Office, Spain, Box 36, (Madrid, Spain), APO AE 09642
N62766—L1
Officer in Charge of Construction, Naval Facilities Engineering Command Contracts (Guam), FPO AP 96540
N62786—ER
Supervisor of Shipbuilding, Conversion and Repair, USN, 574 Washington Street, Bath, ME 04530–0998
N62789—L8
Supervisor of Shipbuilding, Conversion and Repair, USN, Groton, CT 06340
N62791—NU
Supervisor of Shipbuilding, Conversion and Repair, USN, Naval Station, Box 119, San Diego, CA 92136–5119
N62793—4T
Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News, VA 23607–2785
N62794—7D
Supervisor of Shipbuilding, Conversion and Repair, USN, Flushing & Washington Avenues, Brooklyn, NY 11251–9000
N62795—7F
Supervisor of Shipbuilding, Conversion and Repair, USN, Pascagoula, MS 39568–2210
N62798—4X
Supervisor of Shipbuilding, Conversion and Repair, USN, San Francisco, CA 94124–2996
N62799—7M
Supervisor of Shipbuilding, Conversion and Repair, USN, Seattle, WA 98115–5001
N62802 (MAJ00012)—V8P
Naval Audit Service Northeast Region, 5 Executive Campus, Suite 200, Cherry Hill, NJ 08002–4104
N62808 (MAJ00025)—FZ0
Public Works Center, Subic Bay (Luzon, Republic of the Philippines), FPO AP 96451–2900
N62816 (MAJ00023)—L5A–C
Defense Printing Service Det. Br. Office (Naples, Italy), Box 108, FPO AE 09619
N62832
Naval Activities (Rota, Spain), FPO AE 09645
N62836—L4
Officer in Charge of Construction, Naval Facilities Engineering Command Contracts, Far East, Yokosuka, Box 61, FPO AP 96349
N62841 (MAJ00030)—EKA
Commanding Officer, Naval Ordnance Test Unit, Cape Canaveral, FL 32920–1623
N62844—K0
Naval Imaging Command, Washington Navy Yard, Washington, DC 20350–2000
N62849 (MAJ00019)—EFC
Naval Aviation Engineering Service Unit, Philadelphia, PA 19112–5088
N62852
Naval Electronic System Security Engineering Center, Naval Security Station, 3801 Nebraska Avenue, NW., Washington, DC 20390
N62856 (MAJ00060)—LHW–X
Naval Air Facility (Lajes Azores, Portugal), APO AE 09720–5000
N62863—K4
Naval Station (Rota, Spain), FPO AE 09645
N62864—L2
Officer in Charge of Construction, Naval Facilities Engineering Command Contracts, Southwest Pacific (Manila, Philippines), APO AP 96440
N62892 (MAJ00069)—8QA

Commanding Officer, Naval Security Group Activity, Site ''B'', Card Sound Road, Homestead, FL 33039–6428
N62894 (MAJ00070)—4LA
Commander, U.S. Naval Forces Korea (Yongsan, South Korea), APO AP 96205–0023
N62907—KG
Naval Plant Representative Office, Applied Physics Laboratory, Johns Hopkins Road, Laurel, MD 20810
N62908—8D
Naval Weapons Engineering Support Activity, Washington Navy Yard, Washington, DC 20374
N62911 (MAJ00022)—MQC
Navy Recruiting Area One, Scotia, NY 12302–9462
N62913 (MAJ00022)—MLL
Commander, Naval Recruiting Area Three, 451 College Street, P.O. Box 4887, Macon, GA 31208–4887
N62915 (MAJ00022)—MQJ
Navy Recruiting Area Five, Building 3, NTC, Great Lakes, IL 60088–5135
N62917 (MAJ00022)—ML0–1
Commander, Navy Recruiting Area Seven, 1499 Regal Row, Suite 501, Dallas, TX 75247
N62918 (MAJ00022)—MLA
Naval Recruiting Area Eight, 7677 Oakport Street, Suite 650, Oakland CA 94621–1929
N62922—7W
Resident Officer in Charge of Construction, Pacific, Department of the Navy, P.O. Box 418, San Bruno, CA 94067
N62954 (MAJ00022)—MQN
Navy Recruiting District Cleveland, 17535 Rosbough Boulevard, Middleburgh Heights, OH 44130
N62974—JB
Marine Corps Air Station, Yuma, AZ 85364
N62980 (MAJ00022)—MQR–Z
Bureau of Naval Personnel, Washington, DC 20370–5000
N62990—L3
Supervisor of Shipbuilding, Conversion and Repair, USN, P.O. Box 26, Sturgeon Bay, WI 54235
N62995—4H
Naval Air Station, Sigonella (Italy), FPO AE 09627
N63005 (MAJ00011)—LBL–N
Commanding Officer, Administrative Support Unit, Bahrain, FPO AE 09834
N63007 (MAJ00060)—LHS
Nuclear Weapons Training Group, Atlantic, Norfolk, VA 23511
N63015—7Y
Naval Education and Training Support Center, Pacific, Fleet Station PO Bldg, San Diego, CA 92132
N63026 (MAJ00027)—MUJ
Marine Corps Air Station (Futenma, Japan), FPO AP 96372–5001
N63028—U2
Polaris Missile Facility Atlantic, Charleston, SC 29408
N63032—KS
U.S. Naval Station, Keflavik (Iceland), FPO AE 09728
N63038—8M
U.S. Naval Computer and Telecommunications Station, Cutler, East Machias, ME 04630
N63042—NZ
Naval Air Station, Lemoore, CA 93245
N63043—3S
Commanding Officer, Naval Air Station, Meridian, MS 39301
N63051 (MAJ0004)—LB8
Commanding Officer, Naval Investigative Service, Southeast Region, Naval Base, Building NH 53, Charleston, SC 29408–6425
N63053
Commanding Officer, Naval Investigative Service Regional Office, P.O. Box 6438, New Orleans, LA 70174
N63055 (MAJ00011)—LBJ
Naval Investigative Service, Mid-Atlanta Region Norfolk, 293 Independence Blvd, Suite 525, Pembroke 5, Virginia Beach, VA 23462
N63058 (MAJ00011)—LBC
Naval Investigative Service, Northwest Region, P.O. Box 4247, Walnut Creek, CA 94596
N63073 (MAJ00069)—8Q6–8
U.S. Naval Security Group Activity RAF (Edzell UK), FPO AE 09419
N63080—KT
Navy Resale Activity, Chinhae (South Korea), FPO AP 96269
N63082
Commanding Officer, Naval Technical Training Center, Corry Station (Code 4460), Pensacola, FL 32511
N63110
Commanding Officer, Chief of Naval Air Training (Code N–73), Naval Air Station, Corpus Christi, TX 78419
N63111
Commanding Officer, Chief of Naval Technical Training, Naval Air Station, Memphis, Millington, TN 38054
N63124 (MAJ00024)—U00–9
Supervisor of Shipbuilding, Conversion and Repair, USN, New Orleans, LA 70146
N63134—7R
Fleet Numerical Oceanography Center, Monterey, CA 93940
N63135 (MAJ00023)—4JD–E
Defense Printing Service Management Office, Washington, DC 20374–1762
N63136
Navy Section, U.S. Military Group, Argentina (Buenos Aires), Department of State, Washington, DC 20521
N63143—8K
Naval Computer and Telecommunications Station (Keflavik, Iceland), Box 22, FPO AE 09728
N63152—GZ

Fleet Combat Direction Systems Support Activity, San Diego, CA 92147–5081
N63165—7U
Navy Regional Data Automation Center, Washington, Washington Navy Yard, Washington, DC 20374
N63182—8T
Naval Computer and Telecommunications Station (Rota, Spain), FPO AE 09644
N63200 (MAJ00011)—LBB
Commanding Officer, Naval Satellite Operations Center, Point Mugu, CA 93042–5013
N63204—KV
Naval Plant Representative Office, Goodyear Aerospace Corp., Akron, OH 44305
N63209 (MAJ00062)—L9A
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of New Mexico, Albuquerque, NM 87106
N63210 (MAJ00062)—L9B
Commanding Officer, Naval Reserve Officers Training Corps Unit, Iowa State University of Science and Technology, Ames, IA 50011–3010
N63211 (MAJ00062)—L9C
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Michigan, Ann Arbor, MI 48109–1085
N63212 (MAJ00062)—L9G
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Texas at Austin, Austin, TX 78712
N63213 (MAJ00062)—L9J
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of California, Berkeley, CA 94720–0001
N63214 (MAJ00062)—L9M
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Colorado, Box 374, Boulder, CO 80309–0374
N63215 (MAJ00062)—L9U
Commanding Officer, Naval Reserve Officers Training Corps Unit, Illinois Institute of Technology, 3300 S. Federal Street, Chicago, IL 60616–3793
N63216 (MAJ00062)—L9W
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Missouri, Columbia, MO 65201
N63217 (MAJ00062)—L9Z
Commanding Officer, Naval Reserve Officers Training Corps Unit, Oregon State University, Corvallis, OR 97331
N63218 (MAJ00062)—ROB
Commanding Officer, Naval Reserve Officers Training Corps Unit, Northwestern University, Evanston, IL 60201
N63219 (MAJ00062)—R0E, L99
Commanding Officer, Naval Reserve Officers Training Corps Unit, Rice University, P.O. Box 1892, Houston, TX 77001
N63220 (MAJ00062)—R0L
Commanding Officer, Naval Reserve Officers Training Corps Unit, UCLA, Mens Gym Room 123, 405 Milgard Avenue, Los Angeles, CA 90024–1399
N63221 (MAJ00062)—8AB
Commanding Officer, Naval Reserve Officers Training Corps Unit, PED 101, University Park MC 0654, University of Southern California, Los Angeles, CA 90089–0654
N63222 (MAJ00062)—R0H
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Kansas, Lawrence, KS 66044
N63223 (MAJ00062)—R0K
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Nebraska, Lincoln, NE 68508
N63224 (MAJ00062)—8AD
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Wisconsin, 1610 University Avenue, Madison, WI 53705
N63225 (MAJ00062)—8AH
Commanding Officer, Naval Reserve Officers Training Corps Unit, Marquette University, Milwaukee, WI 53233
N63226 (MAJ00062)—8AJ
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Minnesota, Minneapolis, MN 55455–0108
N63227 (MAJ00062)—8AK
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Idaho, Moscow, ID 83843–3244
N63228 (MAJ00062)—8AM
Commanding Officer, Naval Reserve Officers Training Corps Unit, Tulane University, New Orleans, LA 70118
N63229 (MAJ00062)—8AN
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Oklahoma, Norman, OK 73019
N63230 (MAJ00062)—8AR
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Notre Dame, Notre Dame, IN 46556–5601
N63231 (MAJ00062)—8AW
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Utah, Salt Lake City, UT 84112–1107
N63232 (MAJ00062)—8AY
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Washington, Seattle, WA 98195
N63234 (MAJ00062)—J9Q
Commanding Officer, Naval Reserve Officers Training Corps Unit, 505 East Armory Street, University of Illinois, Champaign, IL 61820–6288
N63235 (MAJ00062)—R05
Commanding Officer, Naval Reserve Officers Training Corps Unit, Purdue University, West Lafayette, IN 47907–0001
N63273—4S
Fleet Combat Direction Systems Support Activity, Dam Neck, Port Hueneme Division, Naval Surface Warfare Center, Virginia Beach, VA 23461
N63285 (MAJ00011)—LB0

Naval Security and Investigative Command, Washington, DC 20388
N63290 (MAJ00062)—R00–1
Commanding Officer, Combat Systems Technical Schools Command, Mare Island, Vallejo, CA 94592
N63291 (MAJ00062)—R0F
Commanding Officer, Naval Reserve Officers Training Corps Unit, Barton Hall, Cornell University, Ithaca, NY 14853
N63294 (MAJ00062)—8AV
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Rochester, Rochester, NY 14627
N63295 (MAJ00062)—R0M
Commanding Officer, Naval Reserve Officers Training Corps Unit, Rensselaer Polytechnic Institute, Troy, NY 12180–3590
N63296 (MAJ00062)—L9F
Commanding Officer, Naval Reserve Officers Training Corps Unit, Auburn University, Auburn, AL 36830
N63299 (MAJ00062)—R0A
Commanding Officer, Naval Reserve Officers Training Corps Unit, Duke University, Durham, NC 27706
N63301 (MAJ00062)—L9D
Commanding Officer, Naval Reserve Officers Training Corps Unit, Georgia Tech, Atlanta, GA 30313
N63303 (MAJ00062)—R0U
Commanding Officer, Naval Reserve Officers Training Corps Unit, College of the Holy Cross, Worcester, MA 01610–2389
N63306 (MAJ00062)—8AS
Commanding Officer, Naval Reserve Officers Training Corps Unit, Miami University, Oxford, OH 45056–1698
N63307 (MAJ00062)—R0N
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Mississippi, Box 69, University, MS 38677
N63308 (MAJ00062)—L9R
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of North Carolina, Chapel Hill, NC 27515
N63309 (MAJ00062)—L9Y
Commanding Officer, Naval Reserve Officers Training Corps Unit, The Ohio State University, Columbus, OH 43210–1169
N63310 (MAJ00062)—R0P
Commanding Officer, Naval Reserve Officers Training Corps Unit, Wagner Bldg., The Pennsylvania State University, University Park, PA 16802
N63311 (MAJ00062)—8AT
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Pennsylvania, Philadelphia, PA 19104
N63313 (MAJ00062)—L9X
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of South Carolina, Columbia, SC 29208
N63315 (MAJ00062)—8AL
Commanding Officer, Naval Reserve Officers Training Corps Unit, Vanderbilt University (Westside Hall), Nashville, TN 37240
N63316 (MAJ00062)—R0R
Commanding Officer, Naval Reserve Officers Training Corps Unit, Villanova University, Villanova, PA 19085–1699
N63317 (MAJ00062)—L9T
Commanding Officer, Naval Reserve Officers Training Corps Unit, Maury Hall, University of Virginia, Charlottesville, VA 22903–3194
N63325—7X
Naval Education & Training Support Center, Atlantic, Bldg. Z–86, Naval Station, Norfolk, VA 23511
N63339—LL
Navy Exchange, Naval Air Station, Adak (Alaska), FPO AP 96506
N63340—LM
Navy Exchange, Newfoundland (Argentia, Canada), FPO AE 09730
N63341—LN
Navy Exchange Det., Naval Air Station, Chase Field, Beeville, TX 78102
N63344—LR
Navy Commissary Store Region, Charleston, SC 29408
N63345—LS
Navy Exchange, Naval Station, Guantanamo Bay (Cuba), FPO AE 09731
N63346—LT
Navy Resale Activity, Commissary Support Office, Naval Station, Keflavik (Iceland), FPO AE 09728
N63348—LV
Navy Exchange Det., Naval Air Station, Kingsville, TX 78364
N63349—LW
Navy Exchange, Naval Air Station, Lemoore, CA 93246
N63350—3L
Navy Exchange (Dunstable, UK), FPO AE 09499
N63351—LY
Navy Commissary Store Region, Naval Station, Long Beach, CA 90802
N63352—KE
Navy Exchange Det., Naval Air Station, Meridian, MS 39301
N63353—MA
Officer in Charge, Navy Resale Activity, Commissary Support Office, Naval Support Activity, Naples (Italy), FPO AE 09619
N63357—ME
Navy Exchange, Naval Station, Rota (Spain), FPO AE 09645
N63362—MK
Officer in Charge, Navy Resale Activity, Commissary Support Office, Naval Station (Subic Bay, Philippines), P.O. Box 28, FPO AP 96451
N63365—MN
Navy Resale Activity, Commissary Support Office (Yokosuka, Japan), Box 33, FPO AP 96349
N63367—MP

Officer in Charge, Commissary OPS Div., Navy Resale and Services Support Office, Field Support Office, Norfolk, VA 23511
N63369
Military Sealift Command Office, Benelux (Rotterdam, Netherlands), APO AE 09715
N63381 (MAJ00011)—LBA
Joint U.S. Military Advisory Group, Thailand (Bangkok, Thailand), APO AP 96546
N63387—JD
Navy Public Works Center, Naval Base, San Diego, CA 92136
N63394—L6
Naval Surface Warfare Center, Port Hueneme Division, Port Hueneme, CA 93043
N63395—8L
U.S. Naval Communication Station Thurso (Caithness, UK), FPO AE 09418
N63402—K7
Commanding Officer, Strategic Weapons Facility, Pacific, Bremerton, WA 98383
N63406 (MAJ00070)—V5C
Naval Submarine Base San Diego, 140 Sylvester Road, San Diego, CA 92106–3521
N63408—HV
Navy Material Transportation Office, Norfolk, VA 23511–6691
N63410—KA
Navy Manpower and Material Analysis Center, Atlantic, Norfolk, VA 23511
N63427—8F
U.S. Naval Communication Station, Harold E. Holt, Exmouth, Western Australia, FPO AP 96550
N63429—MH
Naval Computer and Telecommunications Station London (UK), FPO AE 09499
N63439—K9
Naval Ophthalmic Support and Training Activity, Yorktown, VA 23690
N63543 (MAJ00072)—9TC
Naval Reserve Center, 3070 Ross Lane, Central Point, OR 97502–1399
N63821 (MAJ00039)—NSA–B
Officer in Charge, Naval Underwater Systems Center, AUTEC Andros Range Detachment (Andros Island, Bahama Islands), FPO AA 34058
N63886 (MAJ00069)—8Q0–1
Naval Security Group Activity (Adak, AK), FPO AP 96505
N63891 (MAJ00069)—8QG
Naval Security Group, Northwest, Chesapeake, VA 23322
N64165 (MAJ00062)—R0Z
Naval Unit, Lowry Air Force Base, CO 80230
N64181 (MAJ00062)—R0W
Department of Naval Science, Texas Maritime Academy, Galveston, TX 77553–1675
N64267—M9
Naval Warfare Assessment Center, Corona Annex, Corona, CA 91720
N64281—3U, KX
Commanding Officer, Naval Sea Combat Systems Engineering Station, Naval Station, Norfolk, VA 23511
N64356—KF
Commanding Officer, Naval Administrative Command, Armed Forces Staff College, Norfolk, VA 23511–6097
N64980 (MAJ00061)—NLA–C
Officer in Charge, Naval Weapons Facility, Detachment Machrihanish (UK), FPO AE 09422
N64981 (MAJ00061)—NL5–7
Commanding Officer, Naval Weapons Facility, (St. Mawgan, UK), FPO AE 09415
N65113—EZ
Navy Public Works Center, Bldg 1A, Great Lakes, IL 60088–5600
N65114 (MAJ00025)—EJC
Commanding Officer, Navy Public Works Center, Naval Air Station, Pensacola, FL 32508–6500
N65115 (MAJ00025)—FZA
Navy Public Works Center, Box 13 (Yokosuka, Japan), FPO AP 96349–3100
N65116—MZ
Officer in Charge, Navy-Marine Corps Appellate Review Activity, Office of the Judge Advocate General, Washington Navy Yard, Washington, DC 20374–2001
N65146—7E
Procurement Branch, OP–09B31, Office of the Chief of Naval Operations Support Activity, Washington, DC 20350
N65198—3H
Naval Administrative Unit, 550 First Street, Idaho Falls, ID 83401
N65236—V7
Naval Electronic Systems Engineering Center, 4600 Goer Road, North Charleston, SC 29406
N65256 (MAJ00012)—V8C
Navy Office of Information, East, 133 East 58th Street, 1st Floor, New York, NY 10022
N65428 (MAJ00018)—MDP
Commanding Officer, Naval Hospital (Roosevelt Roads, PR), FPO AA 34051–8100
N65440—4V
Officer in Charge, Navy Exchange, NAVCOMMSTA Harold E. Holt, (Exmouth, Australia), FPO AP 96550
N65491 (MAJ00018)—J5P
Naval Hospital, (Subic Bay, Philippines), FPO AP 96452–1600
N65492 (MAJ00018)—MCA
Commanding Officer, Naval Hospital, Fiscal & Supply Service, Code 32C, Orlando, FL 32813–5200
N65497—4U
Commissary OPS Division, NAVRESSO, Field Support Office, 2801 ''C'' Street, SW, Auburn, WA 98001
N65538 (MAJ00024)—U0D
Naval Sea Logistics Center, 5450 Carlisle Pike, P.O. Box 2060, Mechanicsburg, PA 17055–0795
N65540 (MAJ00024)—EHP–S

Naval Ship System Engineering Station, Carderock Division, Naval Surface Warfare Center Naval Base, Philadelphia, PA 19112–5083
N65575 (MAJ00018)—MCY
Naval Medical Clinic, Seattle, WA 98115
N65576
Navy Space Systems Activity, P.O. Box 92960, Worldway Postal Center, Los Angeles, CA 90009
N65580—M2
Naval Electronic Systems Engineering Center, P.O. Box 55, Portsmouth, VA 23705
N65849 (MAJ00012)—HXY–Z
Office of Civilian Personnel Management, Southwest Region, San Diego, CA 92188
N65870—M4
Supervisor of Shipbuilding, Conversion and Repair, USN, Long Beach Naval Shipyard, Long Beach, CA 90822
N65886
Commanding Officer, Aviation Depot, Naval Air Station, Jacksonville, FL 32212
N65888—ED
Aviation Depot, North Island, San Diego, CA 92135
N65889
Commanding Officer, Aviation Depot, Naval Air Station, Code 56000, Pensacola, FL 32508
N65912—GP
Commanding Officer, Naval Sea Support Center, Atlantic, St. Juliens Creek Annex, Portsmouth, VA 23702
N65913—7L
Naval Sea Support Center, Pacific, San Diego, CA 92138
N65918—FT
Shore Intermediate Maintenance Activity, Naval Station, San Diego, CA 92136–5000
N65926 (MAJ00039)—NSA–B
Officer in Charge, Naval Underwater Systems Center Detachment, AUTEC West Palm Beach, West Palm Beach, FL 33402
N65928 (MAJ00062)—N3
Naval Training Center, Orlando, FL 32813
N65980 (MAJ00039)—NSL–N
Naval Electronic Systems Engineering Activity, St. Inigoes, MD 20684
N65995—KM
Officer in Charge, Naval Support Activity, (Holy Loch, UK), FPO AE 09416
N66001—7N
Naval Command Control and Ocean Surveillance Center, RDT&E Division, San Diego, CA 92152–5000
N66021—7G
Naval Air Pacific Repair Activity, (Atsugi, Japan), FPO AP 96306
N66022 (MAJ00018)—MDW
Naval Dental Center, San Diego, CA 92136–5147
N66074 (MAJ00062)—8AU
Commanding Officer, Naval Reserve Officers Training Corps Unit, Prairie View A&M University, Prairie View, TX 77445
N66094 (MAJ00018)—QAA–B
Naval Hospital, Cherry Point, NC 28533–5008
N66095 (MAJ00018)—J5E
Naval Hospital, NAS, Lemoore, CA 93246
N66096 (MAJ00018)—QAJ
Naval Hospital Naples, Box 19 (Naples, Italy), FPO AE 90619
N66097 (MAJ00018)—MDE
Naval Hospital, Oak Harbor, WA 98278–8800
N66101 (MAJ00018)—J5B–D
U.S. Naval Hospital ROTA, PSC 819, Box 18, FPO AE 09645–2500
N66125 (MAJ00070)—V5J
Naval Facility (Guam), FPO AP 96540–2903
N66231 (MAJ00072)—9TS
Naval Reserve Readiness Center, Bldg 2711, Naval Training Center, Great lakes, IL 60088–5707
N66398 (MAJ00022)—ML6–7
Navy Motion Picture Service, Flushing & Washington Avenues, Brooklyn, NY 11251–8400
N66458 (MAJ00065)—S0C
Naval Oceanography Command Facility, NAS, Brunswick ME 04011–5000
N66540 (MAJ00022)—NVZ
Morale, Welfare and Recreation Division, Bureau of Naval Personnel, Washington, DC 20370–5000
N66604—N4
Naval Undersea Warfare Center, Division Newport, Newport, RI 02840
N66612 (MAJ00062)—L95
Commanding Officer, Naval Reserve Officers Training, Corps Unit, The Citadel, Charleston, SC 29409–0770
N66630 (MAJ00072)—LCS
Naval Air Reserve, Naval Air Station, Point Mugu, CA 93042–5018
N66691—4P
Commanding Officer, Naval Support Activity, (Souda Bay, Crete, Greece), FPO AE 09865
N66715—VJ
Commander, Navy Recruiting Command, Washington, DC 22203–1191
N66753 (MAJ00062)—R0G
Commanding Officer, Naval Reserve Officers Training Corps Unit, Jacksonville University, Jacksonville, FL 32211
N66754 (MAJ00069)—8QX
Commanding Officer, Naval Security Group Activity, (Sabana Seca, PR), FPO AA 34053
N66809 (MAJ00062)—R0V
Commanding Officer, Naval Reserve Officers Training Corps Unit, Savannah State College, Savannah, GA 31404
N66810 (MAJ00062)—L9H
Commanding Officer, Naval Reserve Officers Training Corps Unit, Southern University and A&M College, Baton Rouge, LA 70813
N66833 (MAJ00060)—LHL

Commanding Officer, U.S. Naval Station Panama (Rodman, Canal Zone), FPO AA 34061–1000

N66863 (MAJ00018)—MCU–X

Commanding Officer, Naval Biodynamics Laboratory, 13800 Old Gentilly Road, Michout Assembly Facility, New Orleans, LA 70189

N66890—LJ

Naval Station, Mare Island, Supply and Fiscal Code 90, Bldg 851, Vallejo, CA 94592

N66898 (MAJ00018)—QAF

Commanding Officer, Naval Medical Clinic, New Orleans, LA 70142

N66957

Defense Printing Service Det. Office, Bldg. 2049, NTC, Orlando, FL 32813

N66959 (MAJ00023)—4JR

Defense Printing Service Det. Office, P.O. Box 3, NAS, Jacksonville, FL 32212

N66965 (MAJ00023)—4JQ

Defense Printing Service Det. Office, Point Mugu, CA 93042–5027

N66972 (MAJ00022)—MQ2

Commanding Officer, Navy Recruiting District, 8525 N.W. 53red Terrace, Suite 201, Miami, FL 33166

N67596 (MAJ00022)—NVD

Commanding Officer, Navy Recruiting District, 10500 N. U.S. Highway 281, Suite 108, San Antonio, TX 78216–3630

N68011

Commanding Officer, Navy Recruiting District, 8 North Third Street, Sterick Bldg., Memphis, TN 38103

N68047 (MAJ00070)—4L0

Naval Regional Contracting Center, (Singapore), FPO AP 96534–2100

N68056—JE

Naval Medical Command Southwest Region, San Diego, CA 92134

N68057—VZ

Commanding Officer, Naval Regional Data Automation Center, Code 212, Norfolk, VA 23511

N68064 (MAJ00062)—R0D

Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Florida, Van Fleet Hall, Room 26, Gainesville, FL 32601

N68072 (MAJ00062)—L9V

Commanding Officer, Naval Reserve Officers Training Corps Unit, Texas A&M University, College Station, TX 77843

N68073 (MAJ00063)—NTU

Naval Computer and Telecommunications Station Diego Garcia, (British Indian Ocean Territory), FPO AP 96464–0008

N68084 (MAJ00081)—MDJ–M

Commanding Officer (Code 206), Naval Hospital, Charleston, SC 29408–6900

N68086—7S

Naval Hospital, Newport, RI 02841

N68088 (MAJ00061)—NLL–N

National Support Unit Headquarters, Commander-in-Chief Iberian Atlantic Area, (Lisbon, Portugal), APO AE 09726–0001

N68090 (MAJ00018)—MD0–9

Naval Hospital, Long Beach, CA 90822–5199.

N68092

Naval Medical Command Northeast Region, Great Lakes, IL 60088

N68093 (MAJ00018)—MCG–H

Naval Hospital, Camp LeJeune, NC 28542–5008

N68094—V9

Naval Hospital, Camp Pendleton, CA 92055–5008

N68095—JF

Naval Hospital, Boone Road, Bremerton, WA 98312–1898

N68096 (MAJ00018)—J50

Commanding Officer, Naval Hospital (Guam), FPO AP 96540–1600

N68097

Naval Medical Command Northwest Region, Oakland, Ca 94627

N68098 (MAJ00018)—QAL–M

Naval Medical Clinic, Box 121 Code 01.3, Pearl Harbor, HI 96860–5080

N68101 (MAJ00018)—MDT–V

Naval Medical Clinic 17th Street and Pattison Avenue, Philadelphia, PA 19145–5199

N68139 (MAJ00062)—8AZ

Commanding Officer, Naval Reserve Officers Training Corps Unit, Florida A&M University, Tallahassee, FL 32307

N68141 (MAJ00062)—L9P—

Commanding Officer, Naval Reserve Officers Training Corps Unit, Maine Maritime Academy, Castine, ME 04421–0902

N68142—NK

Naval Computer & Telecommunications Station, Naval Air Station, Pensacola, FL 32508–6100

N68165 (MAJ00060)—J06–8

Naval Facility, (Brawdy, Wales, UK), FPO AE 09420

N68166 (MAJ00015)—L01–2k

Naval Technical Intelligence Center, 4301 Suitland Road, Washington, DC 20390

N68171—M3

Commanding Officer, Naval Regional Contracting Center, (Naples, Italy), PSC 810, Box 50, FPO AE 09619–3700

N68175 (MAJ00022)—MQA

Navy Recruiting District New Jersey, Parkway Towers, Building A, 485 US Route 1, So., Iselin, NJ 08830–3012

N68199

Commanding Officer, Navy Office of Information, Southeast, 1459 Peachtree Street, NE—Suite 300, Atlanta, GA 30309

N68200—VM

Dirctor, Navy Office of Information, Southwest, 1114 Commerce Street, Suite 811, Dallas, TX 75242

N68221—7J

Commanding Officer, Navy Personnel Research and Development Center, San Diego, CA 92152
N68246 (MAJ00070)—4LL–N
Officer in Charge, U.S. Naval Supply Depot Yokosuka Det., (Sasebo, Japan), FPO AP 96322–1500
N68248—V6
Officer in Charge of Construction, Naval Facilities Engineering Command Contracts, Naval Submarine Base, Kings Bay, GA 31547
R68251 (MAJ00070)—LPC
Shore Intermediate Maintenance Activity, Box 141, Pearl Harbor, HI 96860
N68292 (MAJ00018)—J5A
Naval Hospital (Yokosuka, Japan), FPO AP 96350–1615
N68297—ET
Naval Magazine, Laualualie, Oahu HI 96792–4301
N68303 (MAJ00062)—R0C
Commanding Officer, Naval Reserve Officers Training Corps Unit, State University of New York, Maritime College, Fort Schuyler, Bronx, NY 10465–4198
N68306 (MAJ00072)—9TF
Commander, Naval Reserve Readiness Command, Region Six, WNY Bldg 200, Washington, DC 203774–2003
N68307 (MAJ00072)—LCJ
Commander, Code 431, Naval Reserve Readiness Command Region Ten, New Orleans, LA 70142
N68308 (MAJ00072)—9TQ
Naval Reserve Readiness Command, Region 20, Bldg 1, NAVSTA Treasure Island, San Francisco, CA 94130–5032
N68311—JL
Naval Station, Long Beach, CA 90822
N68317 (MAJ00062)—R03
Naval Administrative Unit, 1 Amsterdam Road, Scotia NY 12302–9460
N68322—7Z
Naval Education & Training Program Management Support Activity, Code SU1, Saufley Field, Pensacola, FL 32509
N68323 (MAJ00011)—LBC
Naval Legal Service Office, 200 Stovall Street, Alexandria, VA 22332–2400
N68326 (MAJ00018)—MDA
Naval Dental Center, 2707 Sheridan Road, Bldg 73, Great Lakes, IL 60088–5258
N68327 (MAJ00022)—ML8
Commanding Officer, Naval Reserve Personnel Center, New Orleans, LA 70149–7800
N68328 (MAJ00072)—9TJ
Naval Reserve Readiness Command, Region 22, Bldg 9, Naval Station, Seattle, WA 98115–5009
N68329 (MAJ00072)—LCL
Naval Reserve Readiness Command, Region Five, Bldg. 1033, USAAP, Ravenna, OH 44266–9211
N68330 (MAJ00072)—9TN
Naval Reserve Readiness Command, Region 13, Bldg 1, Code 712, NTC, Great Lakes, IL 60088–5026
N68331 (MAJ00072)—LCE–F
Naval Reserve Readiness Command, Region Four, Bldg. 662, Naval Base, Philadelphia, PA 19112
N68332 (MAJ00072)—9T0–1
Commander, Naval Reserve Readiness Command, Region 18, 301 Navy Drive, Industrial Airport, KS 66031–0031
N68335–4Y
Commanding Officer, Naval Air Warfare Center, Aircraft Division Lakehurst, Supply Dept., Purchase Division, Lakehurst, NJ 08733
N68348 (MAJ00072)—9TG
Commander, Naval Reserve Readiness Command, Region Nine, NAS Memphis (76), Bldg E–35, Millington, TN 38054
N68349
Commander, Naval Reserve Readiness Command, Region 16, Bldg. 715, Minneapolis-St. Paul IAP, Minneapolis, MN 55450–2996
N68350 (MAJ00072)—LCH
Naval Reserve Readiness Command, Region 19, 960 North Harbor Drive, San Diego, CA 92132–5108
N68351 (MAJ00072)—LCQ
Naval Reserve Readiness Command, Region One, Newport, RI 02840–5016
N68355 (MAJ00062)—R0J
Commanding Officer, Naval Reserve Officers Training Corps Unit, Virginia Military Institute, Lexington, VA 24450–2697
N68356 (MAJ00072)—9TD
Commander, Naval Reserve Readiness Command, Region Seven, Naval Base, Charleston, SC 29408
N68357 (MAJ00072)—9TL
Commander, Naval Reserve Readiness Command, Region Two, Scotia, NY 12302–9465
N68358 (MAJ00072)—9TA
Commander, Naval Reserve Readiness Command, Region Eight, Naval Air Station, Jacksonville, FL 32212
N68359 (MAJ00072)—9TB
Commander, Naval Reserve Readiness Command, Region Eleven, Bldg 11, Naval Air Station, Dallas, TX 75211
N68378—KQ
Navy Public Works Center, San Francisco Bay, Oakland, CA 94623
N68389 (MAJ00011)—LB4
Commander, Joint Intelligence Center, Pacific/DSL, P.O. Box 500, Bldg 352, Makalapa Drive, Pearl Harbor, HI 96860–7450
N68391 (MAJ00022)—MLB
Navy Recruiting District, Harrisburg, 310 North Second Street, Harrisburg, PA 17101–1304
N68401 (MAJ00022)—MLJ

Navy Recruiting District, San Diego, Naval Training Center, Building 335, San Diego, CA 92133–6800
N68402 (MAJ00012)—V8E
Navy Office of Information, New England Branch, 408 Atlantic Avenue, Boston, MA 02210–2203
N68409 (MAJ00018)—QAU
Naval Dental Center, San Francisco, CA 94130–5030
N68436—KC, J6
Naval Submarine Base, Bangor, Code 863, Bremerton, WA 98315
N68441
Commanding Officer, Naval Dental Clinic, Naval Air Station, Pensacola, FL 32508
N68443—7T
Commanding Officer, Naval Dental Clinic, Bremerton, WA 98314
N68451—MF
Navy Regional Data Automation Center San Francisco, Naval Air Station, Alamenda, CA 94501
N68470 (MAJ00018)—J5J–M
Naval Hospital, (Okinawa, Japan), FPO AP 96362
N68482 (MAJ00022)
Department of the Navy, BUPERS Det DAPMAL, Bldg 11, Naval Training Center, 32110 Perry Road, Suite 110, San Diego, CA 92133–1521
N68497
Commanding Officer, Code 40, Naval Administrative Command, Naval Training Station, Orlando, FL 32813
N68499—LX
Director, Naval Council of Personnel Boards, Ballston Center Tower #2, 801 North Randolph Street, Arlington, VA 2203–1989
N68518
Commanding Officer, Naval Reserve Financial Information Processing Center, Code S43, 4400 Dauphine Street, New Orleans, LA 70146
N68520—7P
Aviation Depot Operations Center, Naval Air Station, Patuxent River, MD 20670
N68527 (MAJ00072)—9TT
Naval & MC Reserve Readiness Center, Armed Forces Reserve Center, Floyd Bennett Field, Brooklyn, NY 11234–7097
N68546—QG
Navy Environmental Health Center, Naval Station, Norfolk, VA 23511
N68547 (MAJ00060)—LHQ
Personnel Support Activity, Naval Station, Norfolk, VA 23511–5115
N68560—QM
Naval Computer & Telecommunications Station, Jacksonville, FL 32212–0111
N68561 (MAJ00039)—NSE
Navy Management Systems Support Office, 1441 Crossways Blvd., Chesapeake, VA 23320–2843
N68573 (MAJ00023)—4JM
Navy Exchange Service Center, NAVABASE, Norfolk, Bldg CD–1, 9222 Hamption Blvd, Norfolk, VA 23511–6390
N68593 (MAJ00060)—LHE
Naval Ocean Processing Facility, Dam Neck, VA 23461–5450
N68608 (MAJ00011)—LBP–Y
Naval Computer Telecommunications Station, 4400 Dauphine Street, New Orleans, LA 70145–7700
N68610—GF
Officer in Charge, Fleet Hospital Support Office, 620 Central Ave., Bldg #5, Alameda, CA 94501–3874
N68636 (MAJ00024)—EHJ–K
Naval Sea Systems Command, Automated Data Systems Activity, P.O. Box 100, Indian Head, MD 20640–0100
N68689 (MAJ00024)—U0F
Human Resources Office, Crystal City, Washington, DC 20376
N68691—JW
Naval Plant Representative Office, (Melbourne, Australia), APO AP 96551
N68692 (MAJ00062)—8AX
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of San Diego/San Diego State University, Alcala Park, San Diego, CA 92110–2496
N68695 (MAJ00060)—LHG
Shore Intermediate Maintenance Activity, Naval Reserve Maintenance Facility, Bldg. 133, Naval Base, Philadelphia, PA 19112–5066
N68699 (MAJ00062)—8AP
Commanding Officer, Naval Reserve Officers Training Corps Unit, Old Dominion University/Hampton Institute, Norfolk State University, 5215 Hampton Blvd., Norfolk, VA 23508–8556
N68707 (MAJ00072)—9TU
Naval Reserve Maintenance Training Facility, Puget Sound Naval Shipyard, Bremerton, WA 98314–5270
N68709 (MAJ00060)—J0C
Naval Air Station, Mayport, FL 32228
N68710 (MAJ00062)—L9K
Commanding Officer, Naval Reserve Officers Training Corps Unit, Virginia Polytechnic Institute and State University, Blacksburg, VA 24061–2306
N68717 (MAJ00062)—L9L
Commanding Officer, Naval Reserve Officers Training Corps Unit, Boston University, 116 Bay State Road, Boston, MA 02215
N68725 (MAJ00062)—R0Q
Commanding Officer, Naval Reserve Officers Training Corps Unit, University of Arizona, Tucson, AZ 85721
N68726 (MAJ00062)—R0T
Commanding Officer, Naval Reserve Officers Training Corps Unit, The George Washington University, Washington, DC 20052
N68727 (MAJ00062)—8AF

Commanding Officer, Naval Reserve Officers Training Corps Unit, Memphis State University, Memphis, TN 38152–0001
N68728 (MAJ00062)—8AQ
Commanding Officer, Naval Reserve Officers Training Corps Unit, Norwich University, Northfield, VT 05663–1097
N68733 (MAJ00030)—EKC
Strategic Weapons Facility, Atlantic, Kings Bay, GA 31547–6600
N68742 (MAJ00070)—LPA
Naval Base, Seattle, WA 98115–5012
N68753 (MAJ00070)—V5L
Naval Air Pacific Repair Activity Det., Singapore, SAE Singapore, FPO AP 96536–2700
N68829 (MAJ00060)—J0J
Shore Intermediate Maintenance Activity (NRMF), Pier 2, Bldg. 68 NETC, Newport RI 02841–5001
N68831 (MAJ00070)—LPG
Shore Intermediate Maintenance Activity San Francisco, Bldg. 162, NAS, Alameda, CA 94501–5065
N68836—J9
Commanding Officer, Naval Supply Center, Jacksonville, FL 32212
N68857 (MAJ00062)—8AC
Commanding Officer, Naval Reserve Officers Training Corps Unit, Texas Tech University, Lubbock, TX 79409–4559
N68860—KR
Naval Supply Center—Pensacola, Pensacola, FL 32508–6200
N68875 (MAJ00018)—QAP–S
Naval Hospital (Keflavik, Iceland), PSC 1003, Box 8, FPO AE 09728–0308
N68877 (MAJ00062)—R0Y
Commanding Officer, Naval Reserve Officers Training Corps Unit, Carnegie Mellon University, Pittsburgh, PA 15213
N68881 (MAJ00062)—L9E
Commanding Officer, Naval Reserve Officers Training Corps Unit, Morehouse College, Atlanta, GA 30314
N68891 (MAJ00060)—LH5
Naval Station, Ingleside, TX 78362–5000
N68899 (MAJ00072)—LCW
Naval Reserve Intelligence Command, Bldg. 11, Naval Air Station, Dallas, TX 75211–9541
N68925—8J
Navy Public Works Center, Building 175, Washington Navy Yard, 901 M Street, SE, Washington, DC 20374–5041
N68939 (MAJ00012)—V8R
Naval Information Systems Management Center, Washington Navy Yard, Bldg 176-4, Washington, DC 20374–5070
N68944—4F, 4W, EW, 3E, KU, 3B
Naval Command, Control and Ocean Surveillance Center, ISE West Coast Division (NISE West), San Diego, CA 92186–5137
N70092, (MAJ00069)—8QJ–K, Q–R
Naval Security Station, 3801 Nebraska Avenue, NW, Washington, DC 20390–8230
N70240—M6
Commanding Officer, Naval Computer and Telecommunications Station, Naval Air Station, 937 N. Harbor Drive, San Diego, CA 92132
N70272—8G, ND, LQ
Naval Computer and Telecommunications Area, Master Station Atlantic, Norfolk, VA 23511–6898
N70273—V3
Naval Radio Station, Jim Creek, Oso, WA 98223
N70278—V4
Naval Computer and Telecommunications Station, (Yokosuka, Japan), Box 3, FPO AP 96349
N70283 (MAJ00069)—8QE
Commanding Officer, Code 30, Naval Security Group Activity, (Galeta Island, Canal Zone), FPO AA 34060–9998
N70294—8H
U.S. Naval Computer and Telecommunications Area, Master Station MED, (Naples, Italy), FPO AE 09620
N70310—N2
Naval Radio Station R, Sugar Grove, WV 26815.

PART 4—MARINE CORPS ACTIVITY ADDRESS NUMBERS

M00027—MS*, MU*, MS0–9
Headquarters, U.S. Marine Corps, Washington, DC 20380
M00146—MT
Marine Corps Air Station, Cherry Point, NC 28533
M00243—NE
Marine Corps Recruit Depot, San Diego, CA 92140
M00263—MX
Marine Corps Recruit Depot, Parris Island, SC 29905
M00264 (MAJ00027)—MUT
Marine Corps Combat Development Command, Marine Corps Air Facility, Quantico, VA 22134–5001
M00318
Marine Corps Air Station, Kaneohe Bay, Oahu, HI 96744
M00681—NG
Marine Corps Base, Camp Pendleton, Oceanside, CA 92054
M60050—MV
Marine Corps Air Station, El Toro, Santa Ana, CA 92709
M62204—MW
Marine Corps Logistics Base, Barstow, CA 92311
M62974—NA
Marine Corps Air Station, Yuma, AZ 85364
M67001—NB

Marine Corps Base, Camp Lejeune, NC 28542
M67004—NC
Marine Corps Logistics Base, Albany, GA 31704
M67011 (MAJ00027)—MSA
Director, 1st Marine Corps District, Garden City, Long Island, NY 11530
M67013 (MAJ00027)—MSC
Director, 4th Marine Corps District, Philadelphia, PA 19112–5072
M67015 (MAJ00027)—MSE
Director, 6th Marine Corps District, Atlanta, GA 30303
M67016 (MAJ00027)—MSG
Director, 8th Marine Corps District, New Orleans, LA 70113
M67017 (MAJ00027)—MSJ
Director, 9th Marine Corps District, Shawnee Mission, KA 66204
M67019 (MAJ00027)—MSL
Director, 12th Marine Corps District, San Francisco, CA 94130
M67021 (MAJ00027)—MUC
Marine Aircraft Wing 4, New Orleans, 4400 Dauphine Street, New Orleans, LA 70146–9125
M67025
Headquarters, Fleet Marine Force, Pacific, Pearl Harbor, HI 96860
M67029 (MAJ00027)—MSN
Marine Barracks, Washington, DC 20003
M67030 (MAJ00027)—MUP
Marine Corps Security Force Battalion Pacific NAVSTA Mare Island Vallejo, CA 94592–5022
M67290 (MAJ00027)—MSY
Marine Aviation Training Support Group-90, NATTC, NAS Memphis, Millington, TN 38054–5123
M67351
Marine Corps Security Force Company (London, UK) APO AE 09499
M67353 (MAJ00027)—MSQ
Headquarters Battalion, Marine Corps, Henderson Hall, Arlington, VA 22214
M67354
Post Supply Officer, Headquarters Marine Corps, Navy Annex, Arlington, VA 20380
M67355 (MAJ00027)—MUN
Landing Force Training Command Atlantic Naval Surface Force, U.S. Atlantic Fleet, Naval Amphibious Base, Little Creek, Norfolk, VA 23521–2350
M67385 (MAJ00027)—MU0–1
Camp H.M. Smith, U.S. Marine Corps, Halawa Heights, Oahu, Hawaii 96861
M67391—KY
Marine Corps Camp Det. (Camp Elmore), Norfolk, VA 23511
M67399—NF
Marine Corps Air-Ground Combat Center, Twentynine Palms, CA 92278
M67400—QJ
Marine Corps Procurement Office, Okinawa, Marine Corps Base, Camp Smedley D. Butler (Ryuku Island, Southern), FPO AP 96373
M67428—JA
Marine Corps Air Bases Western Area, MCAS El Toro, Santa Ana, CA 92709
M67443—LG
Defense Finance and Accounting Service, Kansas City Center, Kansas City, MO 64197
M67840 (MAJ00027)—MUV
USMC, Marine Corps Detachment, 1420 Hughes Avenue, Lackland Training Center, Lackland AF Base, TX 78236–5411
M67842—K6
East Coast Commissary Complex, Marine Corps Base, Camp LeJeune, NC 28542
M67853 (MAJ00027)—MUR
Marine Corps Security Force Battalion Atlantic, Naval Base, Norfolk, VA 23511–5697
M67854 (MAJ00027)—MU6–9
Marine Corps Systems Command, 2033 Barnett Ave, Suite 315, Quantico, VA 22134–5010
M68479 (MAJ00027)—MSU
4th Marine Division (Rein), FMF, USMCR, 4400, Dauphine Street, New Orleans, LA 70146–5400
M68522 (MAJ00027)—MSW
Marine Corps Reserve Support Center, Purchasing Department, 16950 El Monte, Overland Park, KS 66211–1408

PART 5—AIR FORCE ACTIVITY ADDRESS NUMBERS

F01600
5A
42 CONS/CC, 50 Lemay Plaza S, Bldg 804, Maxwell AFB, AL 36112–6334
F01620
6K
SSC/PK, 375 Libby Street, MAFB-Gunter Annex, AL 36114–6343
F02601
5C
355 CONS/CC, 3180 S. Craycroft Road, Davis-Monthan AFB, AZ 85707–3522
F02604
5D
56 CONS/CC, 14100 West Eagle St, Luke AFB, AZ 85309–1217
F03602
5F
314 CONS/CC, 642 Thomas Avenue, Little Rock AFB, AR 72099–5019
F04604
5G
93 CONS/CC, F St Bldg 708, Castle AFB, CA 95340–5320
F04605
5H
722 CONS, 1485 Graeber St, Ste 21, March AFB, CA 92518–1729
F04606
SM

SM–ALC/PK, Bldg 200, 3237 Peacekeeper Way, Ste 17, McClellan AFB, CA 95652–1060
F04611
QQ
AFFTC/PK, Bldg 2800, 5 S Wolfe Ave, Edwards AFB, CA 93524–1185
F04626
5M
60 CONS/LGC, 350 Hangar Avenue, Bldg 549, Travis AFB, CA 94535–2632
F04666
5N
9 CONS/CC, 6500 B St, Ste 101, Beale AFB, CA 95903–1712
F04684
QW
30 CONS/LGC, 806 13th St, Ste D, Bldg 7015 Sect 2c, Vandenberg AFB, CA 93437–5226
F04689
RN
750 LSS/LGC, 1080 Lockheed Way, Box 039, Onizuka AFB, CA 94089–1234
F04690
RF
Det 2, SMC/PK, 1080 Lockheed Way Box 043, Onizuka AFB, CA 94089–1235
F04693
MG
SMC/PKD, 400 N Douglas Blvd Ste 212E, Los Angeles, CA 90245–4640
F04699
Q5
SM–ALC/PK, Bldg 200 3227 Peacekeeper Way Ste 17, McClellan AFB, CA 95652–1060
F04700
Q2
AFFTC/PKA, 5 S Wolfe Ave, Building 2800, Edwards AFB, CA 93524–1185
F04071
TB
SMC/PK, 155 Discovery Blvd Ste 1516, Los Angeles, CA 90245–4692
F04704
R9
Det 10 SMC/PK, Bldg 951, 1111 E. Mill St Rm 104, San Bernardino, CA 92408–1621
F05603
HQ AFSPC/LGC, 150 Vandenberg Street Ste 1105, Peterson AFB, CO 80914–4350
F05604
SX
21 CONS/LGC, 700 Suffolk Street, Peterson AFB, CO 80914–1200
F05611
5Q
10 ABW/LGC, 8110 Industrial Drive Ste 200, USAF Academy, CO 80840–2315
F07603
5R
436 CONS/LGC, 639 Atlantic Street Ste 243, Dover AFB, DE 19902–5639
F08602
5S
56 CONS/CC, 3014 Zemke Avenue, MacDill AFB, FL 33621–5000
F08620
5T
16 CONS/LGC, P.O. Box 9190, 350 Tully Street, Hurlburt Field, FL 32544–5825
F08626
QU
OL/PK ASC/PK, 205 West D Ave, Ste 433, Bldg 350, Eglin AFB, FL 32542–6864
F08630
S1
OL–MNK ASC/MNK, 101 W Eglin Blvd, Ste 337, Bldg 13, Eglin AFB, FL 32542–6810
F08635
RH
AFDTC/PK, Bldg 350, 205 West D Avenue Ste 433, Eglin AFB, FL 32542–6864
F08637
5V
325 CONS/CC, 501 Illinois Ave Ste 5, Tyndall AFB, FL 32403–5526
F08650
TJ
45 CONS/PKESM, 1201 Minuteman Street, Patrick AFB, FL 32925–5432
F08651
Q3
AFDTC/PKO, 205 West D Ave Ste 541, Eglin AFB, FL 32542–6862
F09603
RJ, RR
WR–ALC/PK, Bldg 300, 215 Byron Street, Robins AFB, GA 31098–1611
F09604
RU
Det 8, 2762 LS(SP)/PK, 750 3rd St, Bldg 350, Robins AFB, GA 31098–2122
F09607
5W
347 CONS/CC, 4380B Alabama Rd, Moody AFB, GA 31699–1793
F09609
5X
94 LG/LGC, 1538 Atlanta Ave Ste 104, Dobbins AFB, GA 30069–4824
F09634
5Y
HQ AFRES/LGC, 155 2nd St, Robins AFB, GA 31098–1638
F09650
Q6
WR–ALC/PKO, Bldg 300, 215 Byron Street, Robins AFB, GA 31098–1803
F10603
5Z
366 CONS/CC, 366 Gunfighter Ave Ste 498, Mountain Home AFB, ID 83648–4037
F11603
6B
928 AW/LGC, 6626 N. Patton Rd Ste 94, Chicago O'Hare IAP, IL 60666–5023
F11623
6C
375 CONS/LGC, 102 E Martin Street Ste 216, Scott AFB, IL 62225–5015
F11624
X4

CSPO/CGZ, 3205 East Drive, Scott AFB, IL 62225–5425
F11626
HQ AMC/DOKR, 402 Scott Dr Unit 3A1, Scott AFB, IL 62225–5302
F12617
6D
434 LSS/LGC, 2 Kittyhawk St, Grissom ARB, IN 46971–5320
F14614
6E
22 CONS/LGC, 53147 Kansas St Ste 102, McConnell AFB, KS 67221–3606
F16602
6G
2 CONS/CC, 841 Fairchild Ave., Barksdale AFB, LA 71110
F19617
R5
439 LSS/LGC, 100 Logistics Dr, 2nd Floor Ste 200, Westover ARB, MA 01022–1531
F19628
RS
ESC/PK, Bldg 1520, 104 Barksdale Street, Hanscom AFB, MA 01731–1806
F19650
SH
ESC/PKO, Bldg 1520, 104 Barksdale Street, Hanscom AFB, MA 01731–2816
F20613
6L
410 CONS/CC, 417 A Ave Ste 112, Sawyer AFB, MI 49843–3299
F21611
6N
934 LG/LGC, 760 Military Hwy, Minneapolis, MN 55450
F22600
RC
81 CONS/CC, 200 Fifth St Ste 101, Keesler AFB, MS 39534–2102
F22608
6Q
14 CONS/CC, 555 Seventh Street Ste 113, Columbus AFB, MS 39701–1006
F23606
6R
509 CONS/CC, 850 Arnold Ave Bldg 705, Whiteman AFB, MO 65305–5021
F24604
6T
341 CONS/LGC, 7015 Goddard Dr, Malmstrom AFB, MT 59402–6863
F25600
6U
55 CONS/CC, MBB 09 106 Peacekeeper Dr Ste 2N3, Offutt AFB, NE 68113–5320
F26600
S4
554 CONS/CC 5865 Swabb Blvd, Nellis AFB, NV 89191–7063
F28609
6V
305 CONS/LGC, 3563 Lancaster Ave, McGuire AFB, NJ 08641–2712
F28620
M1
65 CONS/CC, APO AE 09720–7775
F28620
S8
65 CONS/O1–A, PO Box 837, Wrightstown, NJ 05862–0837
F29601
RW
PL/PK, Bldg 499, 3651 Lowry Ave SE Rm 222, Phillips Laboratory, Kirtland AFB, NM 87117–5777
F29605
6W
27 CONS/CC, 100 North Torch Blvd, Cannon AFB, NM 88103–5320
F29650
R3
PL/PKO, 3651 Lowry Ave SE Rm 117, Kirtland AFB, NM 87117–5777
F29651
6X
49 CONS/CC, PO Drawer S, Holloman AFB, NM 88330–1601
F30602
RX
RL/PK, Bldg 106, 26 Electronic Pky, Griffiss AFB, NY 13441–4514
F30617
6Y
914 AW/LGC, 2720 Kirkbridge Drive, Niagara Falls IAP–ARS, NY 14304–5320
F30635
S3
416 CONS/CC, 375 Brooks Road, Griffiss AFB, NY 13440
F30636
6Z
380 CONS/LGC, 11 Ohio Avenue, Plattsburgh AFB, NY 12903–3506
F31601
BU
23 CONS/CC, 1443 Reilly Rd Ste C, Pope AFB, NC 28308–2896
F31610
BW
4 CONS/CC, 1695 Wright Ave, Seymour Johnson AFB, NY 27531–2459
F32604
BX
5 CONS/CC, 211 Missile Ave, Minot AFB, ND 58705–5027
F32605
BY
319 CONS/CC, 575 6th Ave, Grand Forks AFB, ND 58205–6436
F33600
RZ
ASC/PKW, 1940 Allbrook Dr Ste 3, Bldg 1, Wright Patterson AFB, OH 45433–5309
F33601
Q7
ASC/PKWO, 1940 Allbrook Dr Ste 3, Bldg 1, Wright Patterson AFB, OH 45433–5309
F33615
SG
WL/PK, Bldg 7, 2530 C Street, Wright Patterson AFB, OH 45433–7607

F33630
C1
910 AW/LGC, 3976 King Graves Rd, Youngstown-Warren Rgl Arpt, Youngstown ARP, OH 44473–0910
F33657
SC
ASD/PK, Bldg 14, 1865 Fourth St Ste 6, Wright Patterson AFB, OH 45433–7120
F33659
Q8
AGMC/PK, Bldg 2, 813 Irving Wick Dr West, Newark AFB, OH 43055–0027
F33660
TA
AGMC/PKY, Bldg 2, 813 Irving Wick Drive/W, Newark AFB, OH 43057–0027
F34600
C2
71 FTW/CVC, 246 Brown Pkwy Ste 228, Vance AFB, OK 73705–5037
F34601
SD
OC–ALC/PK, 3001 Staff Dr Ste 1AG76A, Tinker AFB, OK 73145–3015
F34608
TF
CSC/PK, 4009 Hilltop Rd, Ste 103, Tinker AFB, OK 73145–2713
F34612
C3
97 CONS/CC, 205 South 6th St Bldg 318, Altus AFB, OK 73523–5147
F34650
Q9
OC–ALC/PKO, Bldg 3 7858 Fifth St Ste 1, Tinker AFB, OK 73145–3015
F36629
C7
911 AW/LGC, 316 Defense Ave Ste 101, Corapolis, PA, Pittsburgh IAP–ARS PA 15108–4403
F36700
C8
913 AW/LGC, 1051 Fairchild Street, Willow Grove ARS, PA 19090–5203
F38601
C9
20 CONS/CC, 305 Blue Jay St, Shaw AFB, SC 29152–5320
F38604
T3
USCENTAF, Bldg 1132, Shaw AFB, SC 29152
F38610
CR
437 CONS/LGC, 102 Long Street, Charleston AFB, SC 29404–4829
F39601
CT
28 CONS/CC, 2704 George Dr, Ellsworth AFB, SD 57706–5320
F40600
Q4
AEDC/PK, Bldg 100, 100 Kindel Dr Ste 1335, Arnold AFB, TN 37389–1335
F40650
D1
AEDC/PKP, Bldg 100, 100 Kindel Dr Ste 1332, Arnold AFB, TN 37389–1332
F41608
SA
SA–ALC/PK, Bldg 43, 143 Billy Mitchell Rd, Kelly AFB, TX 78241–6014
F41612
D4
82 CONS/CC, 136 K Avenue Ste 2, Sheppard AFB, TX 76311–2739
F41614
E2
17 CONS/CC, 210 Scherz Boulevard, Goodfellow AFB, TX 76908–4705
F41620
E3
64 CONS/CC, 300 Reese Blvd Ste 7, Reese AFB, TX 79489–5032
F41622
QY
HSC/PKO, Bldg 625, 8005 9th St, Brooks AFB, TX 78235–5353
F41624
TG
HSC/PK, Bldg 626, 8005 9th St, Brooks AFB, TX 78235–5353
F41636
ZV
37 CONS/CC, 1655 Selfridge Avenue, Lackland AFB, TX 78236–5253
F41650
YA
SA–ALC/PKO, Bldg 1598, 1288 Growden Rd, Kelly AFB, TX 78251–5318
F41652
E5
7 CONS/CC, 381 3rd St, Dyess AFB, TX 79607–5320
F41685
E6
47 CONS/CC, 171 Alabama Ave, Laughlin AFB, TX 78843–5102
F41689
SK
AETC CONS/CC, 550 D Street Ste 07, Randolph AFB, TX 78150–4434
F41691
Y0
12 CONS/CC, 395 B Street West Ste 02, Randolph AFB, TX 78150–4525
F42600
QP
OO–ALC/PK, Bldg 1289, 6038 Aspen Ave, Hill AFB, UT 84056–5805
F42610
QP
OO–ALC/LMK, Bldg 1258, 6014 Dogwood Ave, Hill AFB, UT 84056–5821
F42620
QP
OO–ALC/LAK, Bldg 1233, 6072 Fir Avenue, Hill AFB, UT 84056–5820
F42630
QP
OO–ALC/LIK, Bldg 1215, 6050 Gum Lane, Hill AFB, UT 84056–5825

F42650
R2
OO–ALC/PKO, Bldg 1289 NE 6038 Aspen Ave, Hill AFB, UT 84056–5805
F44600
F3
1 CONS/CC, 74 Nealy Ave Ste 109, Langley AFB, VA 23665–2088
F44650
Q1
ACC CONS, 227 Harding Ave Ste 302, Langley AFB, VA 23665
F45603
F5
62 CONS/LGC, 100 Main Street Ste 1049, McChord AFB, WA 98438–1109
F45613
F8
92 CONS/LGC, 110 W Ent St Ste 200, Fairchild AFB, WA 99011–9403
F47606
G7
440 AW/LGC, 300 East College Avenue, Gen. Mitchell IAP–ARS, WI 53207–6299
F48608
G9
90 CONS/LGC, 7505 Marne Loop, F.E. Warren AFB, WY 82005–2860
F49620
SE
AFOSR/PK, Bldg 410, 110 Duncan Ave Ste B115, Bolling AFB, DC 20332–0001
F49642
J1
11 CONS/LGC, 3534 Ohio Dr, Andrews AFB, MD 20331–5152
F61101
T1
Det 1, 21 CONS/CC, APO AE 09710–5000
F61211
N9
31 FW/LGC, Unit 6102, Box 140, Aviano AB APO AE 09601–2140
F61354
W8
741 ABS/LGC, Unit 6870, Box 85, Izmir AB APO AE 09821–7085
F61358
W9
39 CONS/LGC, Unit 730, Box 285, Incirlik AB APO AE 09824–0285
F61503
UC
435 AW/LGC, Unit 7420 Box 115, Rhein Main AB APO AE 09097–0115
F61517
UF
52 CON FLT/LGC, Unit 3910, Bldg 2001, Spangdahlem AB APO AE 09137–3910
F61521
UH, UJ
USAFE CONS/LGC, Unit 3115, Ramstein AB AE 09094–3115
F61708
UK
603 CS/CON, Unit 5500, Bldg 202, RAF Croughton APO AE 09494–5500
F61730
UQ
OL–C 10 LG/LGC, Unit 5720, RAF Upwood APO AE 09470–5720
F61775
UV
48 CONS/LGC, Unit 5070, Box 270, RAF Feltwell APO AE 09461–0270
F61815
UW
496 ABS/LGC, Unit 6585, Moron AB APO AE 09643–6585
F62032
4D
USMTM, Unit 61300 Box 2, APO AE 05862–0837
F62321
RA
18 CONS/LGC, Unit 5199, Kadena AB APO AP 96368–5199
F62509
QZ
35 CONS, Unit 5201, Misawa AB APO AP 96319–5201
F62562
SW
374 CONS/LGC, Unit 5228, Yokota AB AP 96328–5228
F64133
S9
36 CONS/CC, Unit 14040, Anderson AFB APO AP 96543–4040
F64605
TN
15 CONS/LGC, 90 G Street, Hickam AFB, HI 96853–5230
F65501
WF
3 CONS/CC, 6920 12th Street Ste 242, Elmendorf AFB, AK 99506–2570
F65503
WH
354 CONS/LGC, 3112 Broadway Avenue Ste 3, Eielson AFB, AK 99702–1850
F66501
R7
24 CONS/CC, Unit 0550, Howard AFB APO AA 34001–0550
FA0021
HQ AFSOC/LGCX, 100 Bartley St, Hurlburt Field, FL 32544–5273
FA2550
50 LSS/LGC, 300 O'Malley Avenue, Suite 30, Falcom AFB, CO 80912–3030
FA4416
5J
89 CONS/LGC, 1419 Menoher Dr, Andrews AFB, MD 20331–5000
FA4452
RL
AMCCONF/LGCF, 102 E. Martin St., Rm 216, Scott AFB, IL 62225–5015
FA6648
5U
482 LSSQ/LGC, 360 Coral Sea Blvd Rm 112, Homestead ARB, FL 33039–1299

FA6652
E9
924 FW/LGC, PO Box 1460, Del Valle, TX 78617–1460
FA6675
D5
301 LG/LGC, 1710 Burke Ave., NAS Joint Reserve Base, Fort Worth, TX 76127–6200

PART 6—DEFENSE LOGISTICS AGENCY ACTIVITY ADDRESS NUMBERS

SP0100
TW
Defense Personnel Support Center, Directorate of Clothing and Textiles, 2800 South 20th Street, Philadelphia, PA 19109–8419
SP0103
W7
Defense Personnel Support Center, Installation Support, 2800 South 20th Street, Philadelphia, PA 19109–8419
SP0200
TX
Defense Personnel Support Center, Directorate of Medical Materiel, 2800 South 20th Street, Philadelphia, PA 19101–8419
SP0300
UE
Defense Personnel Support Center, Directorate of Subsistence, 2800 South 20th Street, Philadelphia, PA 19101–8419
SP0302
W6
Defense Subsistence Region Pacific, ATTN: DSR–Pacific, 2155 Mariner Square Loop, Alameda, CA 94501–1022
SP0303
U6
Defense Subsistence Region Europe, DSR Europe, APO AE 09052
SP0400
TY
Defense General Supply Center, Business Operations, 8000 Jefferson Davis Highway, Richmond, VA 23297–5770
SP0410
XH
Defense General Supply Center, Base Spt Div, Dir of Spec Proc, 8000 Jefferson Davis Highway, Richmond, VA 23297–5312
SP0411
TY
Defense General Supply Center, Proc Br (ESOC), Customer Asst Ctr, 8000 Jefferson Davis Highway, Richmond, VA 23297–5871
SP0413
TY
Defense General Supply Center, Spec Purchase Br, Prod Ctr Spt Div, 8000 Jefferson Davis Highway, Richmond, VA 23297–5864
SP0414
TY
Defense General Supply Center, SASPS Phase I Br, Prod Ctr Spt Div, 8000 Jefferson Davis Highway, Richmond, VA 23297–5863
SP0420
XK
Defense General Supply Center, DODDS Div., Dir Of Spec Proc, 8000 Jefferson Davis Highway, Richmond, VA 23297–5313
SP0430
TY
Defense General Supply Center, Proc Br, Product Center 5, 8000 Jefferson Davis Highway, Richmond, VA 23297–5813
SP0440
TY
Defense General Supply Center, Proc Br, Product Center 7, 8000 Jefferson Davis Highway, Richmond, VA 23297–5834
SP0441
TY
Defense General Supply Center, Proc Br, Product Center 6, 8000 Jefferson Davis Highway, Richmond, VA 23297–5822
SP0450
TY
Defense General Supply Center, Proc Br, Product Center 4, 8000 Jefferson Davis Highway, Richmond, VA 23297–5800
SP0451
TY
Defense General Supply Center, Proc Br, Product Center 2, 8000 Jefferson Davis Highway, Richmond, VA 23297–5772
SP0460
TY
Defense General Supply Center, Proc Br, Product Center 1, 8000 Jefferson Davis Highway, Richmond, VA 23297–5772
SP0461
TY
Defense General Supply Center, Special Purchase Branch (SPUR), 8000 Jefferson Davis Highway, Richmond, VA 23297–5864
SP0490
TY
Defense General Supply Center, Proc Br, Product Center 1, 8000 Jefferson Davis Highway, Richmond, VA 23297–5846
SP0499
Defense General Supply Center—FCIM, 8000 Jefferson Davis Highway, Richmond, VA 23297–5000
SP0500
TZ
Defense Industrial Supply Center, 700 Robbins Avenue, Philadelphia, PA 19111–5096
SP0510
W2
Defense Industrial Supply Center, Base Operating Support System, 700 Robbins Avenue, Philadelphia, PA 19111–5096
SP0520
Defense Industrial Supply Center, Product Verification Testing Acquisition, 700

Robbins Avenue, Philadelphia, PA 19111–5096
SP0599
Defense Industrial Supply Center—FCIM, 700 Robbins Avenue, Philadelphia, PA 19111–5096
SP0600
UA
Defense Fuel Supply Center, 8725 John J. Kingman Road, Suite 2533, Fort Belvoir, VA 22304–6160
SP0700
UB
Defense Construction Supply Center, P.O. Box 3990, Columbus, OH 43216–3990
SP0701
Defense Construction Supply Center, Directorate of Contracting and Production, ATTN: DDCO TTC, Bldg 122, Columbus, OH 43216–5000
SP0710
YL
Defense Construction Supply Center, Commercial Activities and Service Branch, P.O. Box 16704, Columbus, OH 43216–5010
SP0720
YM
Defense Construction Supply Center, Wood Products Branch, P.O. Box 16704, Columbus, OH 43216–5010
SP0730
WZ
Defense Construction Supply Center, Military Interdepartmental PR MIPR Division, P.O. Box 3990, Columbus, OH 43216–5000
SP0740
XJ
Defense Construction Supply Center, High Demand Group (MINI–ICP), P.O. Box 3990, Columbus, OH 43216–5000
SP0750
UB
Defense Construction Supply Center, Contracts Division I, P.O. Box 16704, Columbus, OH 43216–5010
SP0760
UB
Defense Construction Supply Center, Contracts Division II, P.O. Box 16704, Columbus, OH 43216–5010
SP0770
UB
Defense Construction Supply Center, Contracts Division III, P.O. Box 16704, Columbus, OH 43216–5010
SP0780
Defense Construction Supply Center, Government Furnished Property Acct, P.O. Box 16704, Columbus, OH 43216–5000
SP0799
Defense Construction Supply Center—FCIM, P.O. Box 3990, Columbus, OH 43216–5000
SP0833
VS
Defense National Stockpile Center, 8725 John J. Kingman Road, Suite 3339, Fort Belvoir, VA 22060–6223
SP0834
VT
Defense National Stockpile Center, Zone 1—Management Office, Room 19–116, 26 Federal Plaza, New York, NY 10278–5000
SP0835
VU
Defense National Stockpile Center, Zone 2—Management Office, 3200 Sheffield Avenue, Hammond, IN 46327–5000
SP0836
VY
Defense National Stockpile Center, Zone 3—Management Office, 819 Taylor Street, Fort Worth, TX 76102–5000
SP0900
UD
Defense Electronics Supply Center, 1507 Wilmington Pike, Dayton, OH 45444–5000
SP0905
Defense Electronics Supply Center, Passive Devices Division, 1507 Wilmington Pike, Dayton, OH 45444–5198
SP0910
U7
Defense Electronics Supply Center, Base Contracting Section, 1507 Wilmington Pike, Dayton, OH 45444–5000
SP0920
W4
Defense Electronics Supply Center, 1507 Wilmington Pike, Dayton, OH 45444–5198
SP0930
Defense Electronics Supply Center, Switches Division, 1507 Wilmington Pike, Dayton, OH 45444–5198
SP0935
Defense Electronics Supply Center, Connectors Division, 1507 Wilmington Pike, Dayton, OH 45444–5198
SP0960
Defense Electronics Supply Center, Active Devices Division, 1507 Wilmington Pike, Dayton, OH 45444–5198
SP0970
Defense Electronics Supply Center, ADP/Communications Division, Dayton, OH 45444–5198
SP0980
Defense Electronics Supply Center, Tailored Logistics Acquisitions, 1507 Wilmington Pike, Dayton, OH 45444–5198
SP0999
Defense Electronics Supply Center—FCIM, 1507 Wilmington Pike, Dayton, OH 45444–5160
SP3100
WX
Defense Distribution Region East (DDRE), Office of Contracting, New Cumberland, PA 17070–5001
SP3200
TV

Defense Distribution Region West (DDRW), Office of Contracting, Building S–4, Lathrop, CA 95330–5000
SP3500
UN
Defense Distribution Region East (DDRE), Office of Contracting, New Cumberland, PA 17070–5001
SP4400
X1
Defense Reutilization Marketing Service, Federal Center, 74 Washington Avenue North, Battle Creek, MI 49017–3092
SP4410
X1
Defense Reutilization Marketing Service, Special Contracts Division, ATTN: DRMS–PP, Federal Center, 74 Washington Avenue North, Battle Creek, MI 49017–3092
SP4700
YK
Defense Logistics Agency, ADP Telecommunications Contracting Office, 8725 John J. Kingman Road, Suite 2533, Fort Belvoir, VA 22060–6221
SP4800
Defense Logistics Agency, Office of Small and Disadvantaged Business Utilization, 8725 John J. Kingman Road, Suite 2533, Fort Belvoir, VA 22060–6221
SBL00A
MJ
DCMAO Brussels/Emb, PSC 82, Box 002, APO AE 09724
SCN01A
WV
DCMAO Canada, 275 Bank Street, Suite 200, Ottawa, ON Canada K2P
SGR18A
DCMAO Frankfurt, CMR 410, Box 761, APO AP 09096
SJP10A
Y9
DCMAO 6TSUGI Japan, PSC 477, Box 39, APO AP 96306–2739
SKR08A
R1
DCMAO Korea, Unit 2000, APO AE 96214–5000
SM104A
XC
DCMAO Kuala Lumpur, American Embassy, APO AP 96535–5000
SPH07A
DCMAOR Manila, APO CA, San Francisco, CA 96440
SPR01A
QF
DCMAO Puerto Rico, P.O. Box DLA (NSGA), FPO AA 34053–0007
SPR02A
DCMAOR Alverca, Alverca Portugal, APO PO 09726
SSR01A
YE
DCMAO Israel, Unit 228, APO AE 09830–7228
STR02A
TQ
DCMAO Ankara, Unit 9050, APO AE 09822–9050
SUK12A
VN
DCMAO United Kingdom, Unit 4790, APO AE 09449–4790
S0102A
WA
DPRO Pemco Aeroplex, Inc., P.O. Box 12447, Birmingham, AL 35202–2447
S0302A
WY
DCMAO Phoenix, The Monroe School, 215 North 7th Street, Phoenix, AZ 85034–1012
S0304A
TR
DPRO McDonnell Douglas Helicopter, 5000 East McDowell Road, Mesa, AZ 85025–9797
S0305A
SR
DPRO Hughes, Tucson, P.O. Box 1137 M/S E–4, Tucson, AZ 85734–1337
S0506A
WL
DCMD West, 222 North Sepulveda Boulevard, El Segundo, CA 90245–4320
S0507A
XR
DCMAO San Francisco, 1250 Bayhill Drive, San Bruno, CA 94066–3070
S0512A
YC
DCMAO Van Nuys, 6230 Van Nuys Boulevard, Van Nuys, CA 91401–2713
S0513A
UG
DCMAO Santa Ana, 34 Civic Center Plaza, P.O. Box C 12700, Santa Ana, CA 92712–2700
S0514A
VH
DCMAO San Diego, 7675 Dagget Street, Suite 200, San Diego, CA 92111–2241
S0520A
VR
DPRO United Defense, California, 1125 Coleman Avenue, P.O. Box 367, San Jose, CA 95103–0367
S0523A
YG
DPRO Westinghouse, 401 East Hendy Avenue, P.O. Box 3499, M/S 11–7, Sunnyvale, CA 94088–3499
S0530A
X9
DPRO McDonnell Douglas, Space Systems Company, 5301 Bolsa Avenue, Huntington Beach, CA 92647–2048
S0533A
XG
DPRO Hughes, Fullerton, 1901 West Malvern Street, P.O. Box 3310, Fullerton, CA 92634–3310
S0539A
QT

DPRO Hughes, Los Angeles, P.O. Box 92463, Los Angeles, CA 90009–2463
S0540A
RB
DPRO Rockwell, Anaheim, 3370 Miraloma Avenue, M/S AB02A, Anaheim, CA 92803–3110
S0542A
RY
DPRO Rockwell, Canoga Park, 6633 Canoga Avenue, Canoga Park, CA 91303–2790
S0543A
QX
DPRO Lockheed, Sunnyvale, P.O. Box 3504, Sunnyvale, CA 94088–3504
S0544A
TC
DPRO Douglas, Long Beach, 3855 Lakewood Boulevard, Long Beach, CA 90846–0001
S0545A
S6
DPRO TRW, Redondo Beach, One Space Park, Redondo Beach, CA 90278–1078
S0546A
QR
DPRO Northrop, Hawthorne, One Northrop Avenue, Hawthorne, CA 90250–3296
S0602A
VK
DCMAO Denver, Orchard Place 2, Suite 200, 5975 Greenwood Plaza Boulevard, Englewood, CO 80111–4715
S0605A
RE
DPRO Martin Marietta, Denver, P.O. Box 179, Denver, CO 80201–0179
S0701A
WB
DCMAO Hartford, 130 Darlin Street, East Hartford, CT 06108–3234
S0702A
UP
DCMAO Stratford, 555 Main Street, Stratford, CT 06497–7593
S0703A
XT
DPRO Hamilton Standard, 1 Hamilton Road, Windsor Locks, CT 06096–0463
S0707A
LF
DPRO UTC Sikorsky Aircraft Division, Stratford, CT 06497–7553
S0708A
T5
DPRO Pratt & Whitney, East Hartford, 400 Main Street, East Hartford, CT 06108–0969
S1002A
WW
DCMAO Orlando, 3555 Maguire Boulevard, Orlando, FL 32803–3726
S1005A
XL
DPRO Martin Marietta, Orlando, 5600 Sand Lake Road, MP49, Orlando, FL 32819–8907
S1009A
V1
DPRO Harris, Melbourne, 1425 Troutman Boulevard, NE, Palm Bay, FL 32905–4102
S1011A
T2
DPRO Pratt & Whitney, West Palm Beach, P.O. Box 109600, West Palm Beach, FL 33410–9600
S1102A
UL
DCMD South, 805 Walker Street, Marietta, GA 30060–2789
S1103A
Y1
DCMAO Atlanta, 805 Walker Street, Marietta, GA 30060–2789
S1109A
Z4
DCMAO Clearwater, 1100 Cleveland Street, Suite 200, Clearwater, FL 34615–4822
S1110A
Z5
DPRO Grumman, St. Augustine, 5000 US Highway 1, North, P.O. Drawer 3447, St. Augustine, FL 32085–3447
S1111A
RK
DPRO Lockheed Aeronautical Systems Co.—Georgia, 86 South Cobb Drive, Bldg B–2, Marietta, GA 30063–0260
S1201A
Z9
DCMAO Residency, Honolulu, Box 64110, Camp HM Smith, Honolulu, HI 96861–4110
S1211A
U8
DCMC Aircraft Program Management Office, 805 Walker Street, Marietta, GA 30060–2789
S1221A
X5
DPRO Grumman, P.O. Box 9650, Melbourne, FL 32902–9650
S1403A
YP
DCMAO Chicago, O'Hare International Airport, P.O. Box 66911, Chicago, IL 60666–0911
S1501A
WG
DCMAO Indianapolis, Building 1, Fort Benjamin Harris, IN 46249–5701
S1505A
X2
DPRO Magnavox, 1616 Directors Row, Fort Wayne, IN 46808–1286
S1701A
YD
DCMAO Wichita, U.S. Courthouse, Suite B–34, 401 North Market, Wichita, KS 67202–2095
S1702A
RP
DPRO Boeing Military Airplanes, P.O. Box 7723, Wichita, KS 67277–7723
S1903A

DPRO Michoud, 13800 Old Gentilly Hwy, Building 350, P.O. Box 29503, New Orleans, LA 70189–0503
S2102A
7H
Defense Contract Management Residency, 895 Oceanic Drive, P.O. Box 1488, Annapolis, MD 21401–1488
S2103A
S2
DPRO Westinghouse Electric—Baltimore, P.O. Box 1693, M/S 1265, Baltimore, MD 21203–1693
S2202A
UT
DCMD Northeast, 495 Summer Street, Boston, MA 02210–2184
S2203A
XX
DPRO GTE Government Systems Corp, 200 First Avenue, Needham, MA 02194–9123
S2205A
XF
DPRO Raytheon, Spencer Laboratory, Wayside Avenue, Burlington, MA 01803–0901
S2206A
Y3
DCMAO Boston, 495 Summer Street Boston, MA 02210–2138
S2207A
7Q
DPRO GE Aircraft Engines, Lynn, 1000 Western Avenue, Lynn, MA 01910–0445
S2208A
NJ
DPRO Martin Marietta Defense Systems, 100 Plastics Avenue, Pittsfield, MA 01201–3696
S2209A
SQ
DPRO Textron Defense Systems, 201 Lowell Street, Wilmington, MA 01887–2941
S2303A
VW
DCMAO Grand Rapids, Riverview Center Building, 678 Front Street, NW, Grand Rapids, MI 49504–5352
S2305A
Y7
DCMAO Detroit, McNamara Federal Building, 477 Michigan Avenue, Detroit, MI 48226–2579
S2401A
WQ
DCMAO Twin Cities, 2305 Ford Parkway, St. Paul, MN 55116–1893
S2402A
WD
DPRO Honeywell/Alliant Techsystems, Honeywell Plaza, 2701 4th Avenue, South Minneapolis, MN 54408–1792
S2404A
UR
DCMAO Baltimore, 200 Towsontown Boulevard, West, Towson, MD 21204–5299
S2603A
XS
DCMAO St Louis, 1222 Spruce Street, St. Louis, MO 63103–2811
S2606A
JZ
DPRO McDonnell Douglas, St. Louis, P.O. Box 516, St. Louis, MO 63166–0516
S3001A
YS
DPRO Lockheed Sanders, Inc., Daniel Webster Highway, South, P.O. Box 868, Nashua, NH 03061–0868
S3101A
WT
DCMAO Springfield, 955 South Springfield Avenue, Springfield, NJ 07081–3170
S3102A
UU
DPRO Allied Signal, Route 46, Teterboro, NJ 07608–1173
S3109A
WC
DPRO GEC/Kearfott, 164 Totowa Road, MS 11A30, Wayne, NJ 07474–0975
S3110A
X7
DPRO GE Aerospace, Marne Highway and Borton Landing Road, Moorestown, NJ 08057–3095
S3304A
XQ
DPRO Link Flight Simulation, Kirkwood Plant, P.O. Box 1237, Binghamton, NY 13902–1237
S3306A
XU
DCMAO Syracuse, 615 Erie Boulevard West, Syracuse, NY 13204–2408
S3309A
VX
DCMAO Garden City, 605 Stewart Avenue, Garden City, NY 11530–4761
S3314A
YN
DPRO Harris, 6801 Jericho Turnpike, Syosset, NY 11791–4465
S3315A
YR
DPRO IBM, Route 17C, Owego, NY 13827–1298
S3316A
KK
DPRO Grumman Aerospace, Bethpage, Bethpage, NY 11714–3593
S3317A
NH
DPRO Unisys, Great Neck, Long Island, Great Neck, NY 11020–7001
S3602A
SB
DPRO GE Aircraft Engines, Evendale, Mail Drop N–1, Cincinnati, OH 45215–6303
S3603A
VB

DCMAO Cleveland, A J Celebrezze Federal Building, 1240 East Ninth Street, Cleveland, OH 44199–2063
S3605A
VL
DCMAO Dayton, Gentile Station, 1001 Hamilton Street, Dayton, OH 45444–5300
S3613A
YB
DPRO Westinghouse, Cleveland, 18901 Euclid Avenue, Cleveland, OH 44117–1388
S3615A
YH
DPRO Williams International, c/o Williams International Corporation, 2280 West Maple Road, Walled Lake, MI 48088–0200
S3616A
X6
DPRO Loral, 1210 Massillon Road, Akron, OH 44315–0001
S3618A
YF
DPRO General Dynamics, Lima, 1155 Buckeye Road, Lima, OH 45804–1898
S3620A
VA
Defense Contract Management Command, International Contracts Division, 2000 Hamilton Street, Dayton, OH 45444–5410
S3910A
XA
DCMD Mid-Atlantic, P.O. Box 7478, Philadelphia, PA 19101–7478
S3911A
XD
DCMAO Pittsburgh, 1612 Federal Building, 1000 Liberty Avenue, Pittsburgh, PA 15222–4190
S3912A
XM
DCMAO Reading, 45 South Front Street, Reading, PA 19602–1094
S3915A
X3
DCMAO Philadelphia, P.O. Box 7699, Philadelphia, PA 19101–7699
S3916A
TU
DPRO Boeing Helicopters, P.O. Box 16859, Philadelphia, PA 19142–0859
S4201A
XY
DPRO United Defense L.P., P.O. Box 15512, York, PA 17405–1512
S4402A
Z7
DCMAO Dallas, 1200 Main Street, Dallas, TX 75202–4399
S4404A
XN
DCMAO San Antonio, 615 East Houston, P.O. Box 1040, San Antonio, TX 78294–1040
S4407A
WN
DPRO E-Systems, Inc., P.O. Box 6379, Greenville, TX 75403–6379
S4408A
XZ
DPRO Texas Instruments, Inc., P.O. Box 660246, MS 256, Dallas, TX 75266–0246
S4418A
W1
DPRO Bell Helicopter Textron, P.O. Box 1605, Fort Worth, TX 76101–1605
S4419A
SL
TH
DPRO Lockheed, Fort Worth, P.O. Box 371, Fort Worth, TX 76101–0371
S4420A
WP
DPRO Loral/Vought Systems, P.O. Box 655907, M/S 4915, Dallas, TX 75265–5907
S4503A
R6
DPRO Thiokol, P.O. Box 524, Mail Stop Z–10, Brigham City, UT 84302–0524
S4801A
XW
DCMAO Seattle, Building 5D, Naval Station Puget Sound, Seattle, WA 98115–5010
S4804A
SP
DPRO Boeing, Seattle, P.O. Box 3707, Seattle, WA 98124–2207
S4807A
WM
DPRO, Stewart and Stevenson, Inc., 5000 Interstate 10 West, P.O. Box 457, Sealy, TX 77474–0457
S4804A
SP
DPRO Boeing, Seattle, P.O. Box 3707, Seattle, WA 98124–2207
S4807A
WM
DPRO, Stewart and Stevenson, Inc., 5000 Interstate 10 West, P.O. Box 457, Sealy, TX 77474–0457

PART 7—DEFENSE INFORMATION SYSTEMS AGENCY ACTIVITY ADDRESS NUMBERS

DCA100
VC
Defense Information Systems Agency, Contract Management Division, ATTN: PM, 701 South Courthouse Road, Arlington, VA 22204–2199——(ZD10)
DCA200
VP
Defense Commercial Communications Office, Directorate of Plans and Policy, ATTN: DITCO–RP, 2300 East Drive, Scott AFB, IL 62225–5406——(ZD11)
DCA300
1F
DITCO-PAC/RUS, ATTN: RU, 99–080 Kauhale Street, Building C, Suite 2, Aiea, HI 96701–4104——(ZD13)

DCA400
WK
DECCO—Europe, ATTN: RS, Unit 4235, Sembach Air Base, APO AE 09136——(ZD14)
DCA500
KH
DECCO—Alaska, ATTN: RT, 9864 L Street, Suite 201, Elmendorf AFB, AK 99506–2615——(ZD15)
DCA600
Y5
DISA/DITPRO, Office of Acquisition, ATTN: OA, 148 Redman Street, Fort Ritchie, MD 21719–3201——(ZD16)

PART 8—DEFENSE MAPPING AGENCY ACTIVITY ADDRESS NUMBERS

DMA100
BQ
Defense Mapping Agency, Acquisition and Technology Procurement, ATTN: PCA/D–88, 4600 Sangamore Road, Bethesda, MD 20816–5003——(ZM100)
DMA201
Y2
Defense Mapping Agency, Micro Purchasing Operations (East), ATTN: PCC–E/D–6, 4600 Sangamore Road, Bethesda, MD 20816–5003——(ZM21)
DMA202
Z2
Defense Mapping Agency, Micro Purchasing Operations (West), ATTN: PCC–W/L–13, 3200 South Second Street, St. Louis, MO 63118–3399——(ZM22)
DMA301
V2
Defense Mapping Agency, Operations Group Procurement (East), ATTN: PCG–E/D–5, 4600 Sangamore Road, Bethesda, MD 20816–5003——(ZM31)
DMA302
YQ
Defense Mapping Agency, Operations Group Procurement (West), ATTN: PCG–W/L–13, 3200 South Second Street, St. Louis, MO 63118–3399——(ZM32)
DMA401
BY

Defense Mapping Agency, Installations Procurement (East), ATTN: PCI–E/D–6, 4600 Sangamore Road, Bethesda, MD 20816–5003——(ZM41)
DMA402
Defense Mapping Agency, Installations Procurement (West), ATTN: PCI–W/L–13, 3200 South Second Street, St. Louis, MO 63118–3399——(ZM42)

PART 9—DEFENSE SPECIAL WEAPONS AGENCY ACTIVITY ADDRESS NUMBERS

DSWA01—8Z
Defense Special Weapons Agency, Headquarters, ATTN; Acquisition Management Directorate (AM), 6801 Telegraph Road, Alexandria, VA 22310–3398 (ZD30)
DSWA02—0N
Defense Special Weapons Agency, Field Command, ATTN: Acquisition Management Office (FCA), 1680 Texas Street, S.E., Kirtland AFB, NM 87115–5669 (ZD31)

PART 10—MISCELLANEOUS DEFENSE ACTIVITIES ACTIVITY ADDRESS NUMBERS

MDA112
E0
T–ASA, Sacramento Contracting Office, 3116 Peacekeeper Way, McClellan AFB, CA 95652–1068——(ZP12)
MDA113
VE
T–ASA, March Contracting Office, 1363 Z Street, March AFB, GA 92518–2717——(ZP13)
MDA114
VV
T–ASA, Alexandria Contracting Office, 601 North Fairfax Drive, Suite 311, Alexandria, VA 22314–2007——(ZP14)
MDA410
DR
DoDDS, ATTN: Procurement Division, 4040 North Fairfax Drive, 8th Floor, Arlington, VA 22203–1635——(ZK10)
MDA412
9Y
DoDDs, European Procurement Office, Unit 29649, Box 4000, APO AE 09096——(ZK12)
MDA414
Y4
DoD Education Activity, Education Supplies Procurement Office, ATTN: DGSC–ED, 8000 Richmond Highway, Richmond, VA 23297–5320——(ZK14)
MDA416
YT
DoD Education Activity, Pacific Procurement Office, PSC 556, Box 796, FPO, AP 96386–0796——(ZK16)
MDA904
Maryland Procurement Office, ATTN: N363, 9800 Savage Road, Fort George G. Meade, MD 20755–6000——(ZD04)
MDA905
B4
Uniformed Services University of the Health Sciences, ATTN: Directorate of

Contracting, 4301 Jones Bridge Road, Bethesda, MD 20814–4799——(ZD05)
MDA906
Office for the Civilian Health & Medical Program of the Uniformed Services (CHAMPUS), ATTN: Contract Management Division, Building 222, East Harlow Avenue, FAMC, Aurora, CO 80045–6900——(ZD06)
MDA907
Purchasing and Contracting Office, Menwith Hill Station, APO AE 09210——(ZD07)
MDA908
2X
Virginia Contracting Activity, ATTN: DAP, P.O. Box 46563, Washington, DC 20050–6563——(ZD50)
MDA928
Armed Forces Radiobiology, Research Institute, ATTN: Acquisition Management Office, 8901 Wisconsin Avenue, Bethesda, MD 20889–5603——(ZD28)
MDA946
Real Estate and Facilities Directorate, Washington Headquarters Services, 1155 Defense Pentagon, Room 3C345, Washington, DC 20301–1155—(ZD46)
MDA972
WS
DARPA Contract Management Office, 3701 North Fairfax Drive, Arlington, VA 22203——(ZD72)

PART 11—ON-SITE INSPECTION AGENCY ACTIVITY NUMBERS

OSIA01
On-Site Inspection Agency, Acquisition Management, 300 West Service Road, Washington, DC 20041–0498 (ZD74)

PART 12—BALLISTIC MISSILE DEFENSE ORGANIZATION ACTIVITY ADDRESS NUMBERS

HQ0006—SS
Ballistic Missile Defense Organization, ATTN: BMDO/DCTP, 7100 Defense Pentagon, Room 1E1019, Washington, DC 20301–7100 (ZD60)

PART 13—DEFENSE COMMISSARY AGENCY ACTIVITY ADDRESS NUMBERS

DECA01—ZG
Defense Commissary Agency, East Service Center, ATTN: DeCA/ES–AM, Building P–11200, 38th Street & E Avenue, Fort Lee, VA 23801–6390 (ZD81)
DECA02—ZT
Defense Commissary Agency, West Service Center, ATTN: DeCA/WS–AM, Building 3184, Kelly AFB, TX 78241–6290 (ZD82)
DECA03—0H
Defense Commissary Agency, North East Region, ATTN: DeCA/NE–AM, Building 2257, Fort George G. Meade, MD 20755–5220 (ZD83)
DECA04—BE
Defense Commissary Agency, Central Region, ATTN: DeCA/CE–AM, 1140 Gator Boulevard, Norfolk, VA 23521–2228 (ZD84)
DECA05—0L
Defense Commissary Agency, Southern Region, ATTN: DeCA/SO–AM, Building 835, Maxwell AFB, AL 36112–6722 (ZD85)
DECA06—0J
Defense Commissary Agency, Midwest Region, ATTN: DeCA/MW–AM, Building 3030, Kelly AFB, TX 78241–6290 (ZD86)
DECA07—0Z
Defense Commissary Agency, South West Region, ATTN: DeCA/SW–AM, Building 329, Marine Corps Air Station El Toro, Santa Ana, CA 92709–5002 (ZD87)
DECA08—0K
Defense Commissary Agency, Northwest Region, ATTN: DeCA/NW–AM, Building 9630, Fort Lewis, WA 98433–7300 (ZD88)

PART 14—UNITED STATES SPECIAL OPERATIONS COMMAND ACTIVITY ADDRESS NUMBERS

USZA22
2U
USSOCOM Headquarters, Directorate of Procurement, 7701 Tampa Point Boulevard, MacDill AFB, FL 33621–5323——(ZA22)
USZA24
USSCOCOM, 24th STS, ATTN: MS–Z, Pope AFB, NC 28308–5000——(ZA24)
USZA90
USSOCOM, JSOC, P.O. Box 70329, Fort Bragg, NC 28307–5000——(ZA90)
USZA91
USSOCOM, SOTF, ATTN: Contracting, P.O. Box 70660, Fort Bragg, NC 28307–5000——(ZA91)
USZA92
1F
USSOCOM, USASOC, ATTN: AOCO, Fort Bragg, NC 28307–5200——(ZA92)
USZA95
1A
USSOCOM, TAKO, Contracting Division, ATTN: AMSAT–D–TK, 4300 Goodfellow Boulevard, St. Louis, MO 63120——(ZA95)
USZA92
1F
US Special Operations Command—USASOC, ATTN: AOCO, Fort Bragg, NC 28307–5200——(ZA92)
USZA95
1A

US Special Operations Command—TAKO, Contracting Division, ATTN: AMSAT–D–TK, 4300 Goodfellow Boulevard, St. Louis, MO 63120——(ZA95)

[59 FR 27678, May 27, 1994, as amended at 60 FR 61615, 61620, 61623, 61626–61627, Nov. 30, 1995; 61 FR 7751, Feb. 29, 1996; 61 FR 18195, Apr. 24, 1996; 61 FR 50457, 50458, Sept. 26, 1996]

APPENDIX H—DEBARMENT AND SUSPENSION PROCEDURES

Sec.

H–100 Scope.
H–101 Notification.
H–102 Nature of proceeding.
H–103 Presentation of matters in opposition.
H–104 Fact-finding.
H–105 Timing requirements.
H–106 Subsequent to fact-finding.

AUTHORITY; 41 U.S.C. 421 and 48 CFR chapter 1.

H–100 Scope.

This appendix provides uniform debarment and suspension procedures to be followed by all debarring and suspending officials.

H–101 Notification.

Contractors will be notified of the proposed debarment or suspension in accordance with FAR 9.406–3 or 9.407–3. A copy of the record which formed the basis for the decision by the debarring and suspending official will be made available to the contractor. If there is a reason to withhold from the contractor any portion of the record, the contractor will be informed of what is withheld and the reasons for such withholding.

H–102 Nature of proceeding.

There are two distinct proceedings which may be involved in the suspension or debarment process. The first is the presentation of matters in opposition to the suspension or proposed debarment by the contractor.

The second is fact-finding which occurs only in cases in which the contractor's presentation of matters in opposition raises a genuine dispute over one or more material facts. In a suspension action based upon an indictment or in a proposed debarment action based upon a conviction or civil judgment, there will be no fact-filling proceeding concerning the matters alleged in the indictment, or the facts underlying the convictions or civil judgment. However, to the extent that the proposed action stems from the contractor's affiliation with an individual or firm indicted or convicted, or the subject of a civil judgment, fact-finding is permitted if a genuine dispute of fact is raised as to the question of affiliation as defined in FAR 9.403.

H–103 Presentation of matters in opposition.

(a) In accordance with FAR 9.406–3(c) and 9.407–3(c), matters in opposition may be presented in person, in writing, or through a representative. Matters in opposition may be presented through any combination of the foregoing methods, but if a contractor desires to present matters in person or through a representative, any written material should be delivered at least 5 working days in advance of the presentation. Usually, all matters in opposition are presented in a single proceeding. A contractor who becomes aware of a pending indictment or allegations of wrongdoing that the contractor believes may lead to suspension or debarment action may contact the debarring and suspending official or designee to provide information as to the contractor's present responsibility.

(b) An in-person presentation is an informal meeting, nonadversarial in nature. The debarring and suspending official and/or other agency representatives may ask questions of the contractor or its representative making the presentation. The contractor may select the individuals who will attend the meeting on the contractor's behalf; individual respondents or principals of a business firm respondent may attend and speak for themselves.

(c) In accordance with FAR 9.406–3(c) and 9.407–3(c), the contractor may submit matters in opposition within 30 days from receipt of the notice of suspension or proposed debarment.

(d) The opportunity to present matters in opposition to debarment includes the opportunity to present matters concerning the duration of the debarment.

H–104 Fact-finding.

(a) The debarring and suspending official will determine whether the contractor's presentation has raised a genuine dispute of material fact(s). If the debarring and suspending official has decided against debarment or continued suspension, or the provisions of FAR 9.4 preclude fact-finding, no fact-finding will be conducted. If the debarring and suspending official has determined a genuine dispute of material fact(s) exists, a designated fact-finder will conduct the fact-finding proceeding. The proceeding before the fact-finder will be limited to a finding of the facts in dispute as determined by the debarring and suspending official.

(b) The designated fact-finder will establish the date for a fact-finding proceeding, normally to be held within 45 working days of the contractor's presentation of matters in opposition. An official record will be made of the fact-finding proceeding.

(c) The Government's representative and the contractor will have an opportunity to

present evidence relevant to the facts at issues. The contractor may appear in person or through a representative in the fact-finding proceeding.

(d) Neither the Federal Rules of Evidence nor the Federal Rules of Civil Procedure govern fact-finding. Hearsay evidence may be presented and will be given appropriate weight by the fact-finder.

(e) Witnesses may testify in person. Witnesses will be reminded of the official nature of the proceeding and that any false testimony given is subject to criminal prosecution. Witnesses are subject to cross-examination.

H–105 Timing requirements.

All timing requirements set forth in these procedures may be extended by the debarring and suspending official for good cause.

H–106 Subsequent to fact-finding.

(a) Written findings of fact will be prepared by the fact-finder as mandated by FAR 9.406–3(d)(2)(i) and 9.407–3(d)(2)(i).

(b) The fact-finder will determine the disputed fact(s) by a preponderance of the evidence. A copy of the findings of fact will be provided to the debarring and suspending official, the Government's representative, and the contractor.

(c) The debarring and suspending official will determine whether to continue the suspension or to debar the contractor based upon the entire administrative record, including the findings of fact.

(d) Prompt written notice of the debarring and suspending official's decision will be sent to the contractor and any affiliates involved, in compliance with FAR 9.406–3(e) and 9.407–3(d)(4).

[59 FR 27700, May 27, 1994]

APPENDIX I—POLICY AND PROCEDURES FOR THE DOD PILOT MENTOR-PROTEGE PROGRAM

Sec.

I–100 Purpose.
I–101 Definitions.
I–101.1 Emerging SDB concern.
I–101.2 Historically black college or university.
I–101.3 Minority institution of higher education.
I–102 General procedures.
I–103 Program duration.
I–104 Eligibility requirements for a protege firm.
I–105 Selection of protege firms.
I–106 Approval process for companies to participate in the Program as mentor firms.
I–107 Mentor-protege agreements.
I–108 Reimbursement procedures.
I–109 Credit for unreimbursed developmental assistance costs.
I–110 Advance agreements on the treatment of developmental assistance costs.
I–111 Reporting requirements and program reviews.

AUTHORITY; 41 U.S.C. 421 and 48 CFR chapter 1.

I–100 Purpose.

(a) Appendix I to 48 CFR chapter 2 implements the Pilot Mentor-Protege Program (hereinafter referred to as the ''Program'') established under section 831 of Pub. L. 101–510, The National Defense Authorization Act for Fiscal Year 1991, as amended. The purpose of the Program is to—

(1) Provide incentives to major DoD contractors, performing under at least one active approved subcontracting plan negotiated with DoD or other Federal agencies, to assist small disadvantaged businesses (SDBs) in enhancing their capabilities to satisfy DoD and other contract and subcontract requirements;

(2) Increase the overall participation of SDBs as subcontractors and suppliers and DoD contracts, other Federal agency contracts and commercial contracts and;

(3) Foster the establishment of long term business relationships between SDBs and such contractors.

(b) Under the Program, eligible companies approved as mentor firms will enter into mentor-protege agreements with eligible SDBs as protege firms to provide appropriate developmental assistance to enhance the capabilities of SDBs to perform as subcontractors and suppliers. According to the law, the DoD may provide the mentor firm with either cost reimbursement, credit against SDB subcontracting goals established under contracts with DoD or other Federal agencies, or a combination of credit and reimbursement.

(c) DoD will measure the overall success of the Program by the extent to which the Program results in—

(1) An increase in the dollar value of subcontracts awarded to SDBs by mentor firms under DoD contracts;

(2) An increase in the dollar value of contract and subcontract awards to protege firms (under DoD contracts, contracts awarded by other Federal agencies and under commercial contracts) since the date of their entry into the Program;

(3) An increase in the number and dollar value of subcontracts awarded to a protege firm (or former protege firm) by its mentor firm (or former mentor firm);

(4) An improvement in the participation of SDBs in DoD, other Federal agencies, and commercial contracting opportunities that can be attributed to the development of SDBs as protege firms under the Program;

(5) An increase in subcontracting with SDB concerns in industry categories where SDBs have not traditionally participated within the mentor firm's vendor base;

(6) The involvement of emerging SDBs in the Program;

(7) An expanded relationship between mentor firms and protege firms to include non-DoD programs; and

(8) The development of protege firms that are competitive as subcontractors and suppliers to DoD or in other Federal agencies or commercial markets.

(d) This policy sets forth the procedures for participation in the Program applicable to companies that are interested in receiving—

(1) A separate contract, cooperative agreement, or other agreement entered into between DoD and the mentor firm—company is interested in reimbursement through a separate contract, cooperative agreement or other agreement with DoD or, a combination of reimbursement through such agreement with DoD and credit against SDB subcontract goals for any unreimbursed costs incurred under the Program.

(2) Program Manager funded reimbursement—company has identified a DoD program manager willing to fund the Program and the company is interested in reimbursement for technical assistance costs to a protege firm(s) through a separately priced cost reimbursement contract line item added to a DoD contract, with credit against SDB subcontracting goals for any unreimbursed costs.

(3) Indirect reimbursement and credit—company is interested in receiving reimbursement for indirect costs incurred under the Program as well as credit against SDB subcontract goals for these indirect costs.

(4) Credit only—company is interested in receiving credit only against SDB subcontracting goals for costs incurred under the Program.

I–101 Definitions.

I–101.1 Emerging SDB concern.

A small disadvantaged business whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial code for the supplies or services which the protege firm provides or would provide to the mentor firm.

I–101.2 Historically black college or university.

An institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

I–101.3 Minority institution of higher education.

An institution meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d–5(3). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

I–102 General Procedures.

(a) At any time between October 1, 1991, and September 30, 1996, companies interested in becoming mentor firms that want to take credit only for costs incurred for providing developmental assistance to one or more protege firms, or receive credit and reimbursement of indirect costs incurred under the Program, must apply to the DoD for participation in the Program pursuant to the application process set forth at I–106(a).

(b) At any time between October 1, 1991, and September 30, 1996, companies interested in becoming mentor firms that are able to identify funding from a DoD contract program manager(s) to provide developmental assistance to one or more protege firms must apply to the DoD for participation in the Program, pursuant to the application process set forth at I–106(d).

(c) Once funding is made available by DoD, companies that are interested in becoming mentor firms that want to receive reimbursement only or a combination of reimbursement and credit for providing developmental assistance to one or more protege firms by either a separate contract, cooperative agreement or other agreement awarded for that purpose, will be solicited for participation in the Program through a program solicitation. The Program solicitation will be issued by DoD and will contain, among other things, the statement of work and the evaluation factors upon which award will be based. Companies seeking reimbursement only, or a combination of reimbursement and credit, must respond to the solicitation and will be evaluated on the quality of the proposed developmental assistance program for each protege, in accordance with the evaluation factors contained in the solicitation. Awards will be made by DoD to approved mentor firms, to provide the proposed developmental assistance to one or more identified protege firms.

I–103 Program duration.

Activities under the Program may only occur during the following periods:

(a) From October 1, 1991, until September 30, 1996, companies may apply for participation in the Program as mentor firms pursuant to I–102, General Procedures, and once approved, may enter into mentor-protege agreements, pursuant to I–107, Mentor-Protege Agreements.

(b) From October 1, 1991, until September 30, 1996, mentor firm's costs of providing developmental assistance to its protege firm may be reimbursed only if—

(1) Such costs are incurred after either a separate contact, cooperative agreement, or other agreement is entered into between DoD and the mentor firm;

(2) The funding for such costs have been identified by a DoD program manager and such costs are incurred pursuant to the execution of a separately priced contract line item added to a DoD contract(s); to

(3) Such costs are included in indirect expense pools.

(c) From October 1, 1991, until September 30, 1999, mentor firms may receive credit toward the attainment of such firm's goals for subcontract awards to SDBs for unreimbursed costs incurred in providing developmental assistance to its protege firms, only if such costs are incurred pursuant to an approved mentor-protege agreement.

I–104 Eligibility requirements for a protege firm.

(a) An entity may qualify as a protege firm if it is—

(1) An SDB concern as defined by section 8(d)(3)(C) of the Small Business Act (15 U.S.C. 637(D)(3)(C)) which is—

(i) Eligible for the award of Federal contracts; and

(ii) A small business according to the SBA size standard for the Standard Industrial Classification (SIC) code which represents the contemplated supplies or services to be provided by the protege firm to the mentor firm;

(2) A business entity that meets the criteria in (a)(1) of this section and is owned and controlled by either an Indian tribe as defined by section 8(a)(13) of the Small Business Act (15 U.S.C. 637(a)(13)) or a Native Hawaiian Organization as defined by section 8(a)(15) of the Small Business Act (15 U.S.C. 637(a)(15)); or

(3) A qualified organization employing the severely disabled as defined in Pub. L. 102–172, section 8064A.

(b) A protege firm may self-certify to a mentor firm that it meets the eligibility requirements in paragraphs I–104(a)(1), (2), or (3). Mentor firms may rely in good faith on a written representation that the entity meets the requirements of paragraphs I–104(a) (1), (2), or (3).

(c) A protege firm may have only one active mentor-protege agreement.

I–105 Selection of protege firms.

(a) Mentor firms will be solely responsible for selecting protege firms. Mentor firms are encouraged to identify and select protege firms that are defined as emerging SDB concerns.

(b) The selection of protege firms by mentor firms may not be protested, except as in I–105(c).

(c) In the event of a protest regarding the size or disadvantaged status of an entity selected to be a protege firm as defined in either paragraph I–104(a)(1) or (2), the mentor firm shall refer the protest to the Small Business Administration (SBA) to resolve in accordance with 13 CFR part 121 (with respect to size) or 13 CFR part 124 (with respect to disadvantaged status).

(d) For purposes of the Small Business Act, no determination of affiliation or control (either direct or indirect) may be found between a protege firm and its mentor firm on the basis that the mentor firm has agreed to furnish (or has furnished) to its protege firm pursuant to a mentor-protege agreement any form of developmental assistance described in paragraph I–107(f).

(e) If at any time pursuant to paragraph I–105(c), the protege firm is determined by the SBA not to be a small disadvantaged business concern, assistance furnished such business concern by the mentor firm after the date of the determination, may not be considered assistance furnished under the program.

I–106 Approval process for companies to participate in the Program as mentor firms.

(a) On or after October 1, 1991, a company that is interested in becoming a mentor firm that is seeking credit only against SDB subcontracting goals for costs incurred under the Program, or reimbursement of developmental assistance costs via inclusion of program costs in indirect expense pools and credit for such costs, must submit a request to the DoD, OUSD(A&T)SADBU to be approved as a mentor firm under the Program. The request will be evaluated on the extent to which the company's proposal addresses the items listed in paragraphs (b) and (c) of this section. To the maximum extent possible, the request should be limited to not more than 10 pages, single spaced. A company may identify more than one protege in its request for approval under the Program. The information required in paragraphs I–106(b) and (c) must be submitted to be considered for approval as a mentor firm, and may cover one or more proposed mentor-protege relationships.

(b) A company must indicate whether it is interested in participating in the Program pursuant to paragraph I–100(d), (2), (3), or (4), and submit the following information:

(1) A statement that the company is currently performing under at least one active approved subcontracting plan negotiated with DoD or another Federal agency pursuant to FAR 19.702, and that the company is

currently eligible for the award of Federal contracts.

(2) The number of proposed mentor-protege relationships covered by the request for approval as a mentor firm.

(3) A summary of the company's historical and recent activities and accomplishments under their SDB program.

(4) The total dollar amount of DoD contracts and subcontracts received by the company during the two preceding fiscal years (show prime contracts and subcontracts separately per year).

(5) The total dollar amount of all other federal agency contracts and subcontracts received by the company during the two preceding fiscal years (show prime contracts and subcontracts separately per year).

(6) The total dollar amount of subcontracts awarded by the company under DoD contracts during the two preceding fiscal years.

(7) The total dollar amount of subcontracts awarded by the company under all other Federal agency contracts during the two preceding fiscal years.

(8) The total dollar amount and percentage of subcontract awards made to all SDB firms under DoD contracts and other Federal agency contracts during the two preceding fiscal years (show DoD separately). If presently required to submit a SF 295, provide copies of the two preceding years end reports.

(9) The number and total dollar amount of subcontract awards made to the identified protege firm(s) during the two preceding fiscal years (if any). Show DoD subcontract awards and other Federal agency subcontract awards separately.

(c) In addition to the information required in paragraph I–106(b), companies must submit the following information for each proposed mentor-protege relationship:

(1) Information on the company's ability to provide developmental assistance to the identified protege firm and how that assistance will potentially increase subcontracting opportunities in industry categories where SDBs are not dominant in the company's vendor base.

(2) A letter of intent indicating that both the mentor firm and the protege firm will negotiate a mentor-protege agreement. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address, and telephone number of both parties.

(ii) The protege firm's business classification, based upon the SIC code(s) which represents the contemplated supplies or services to be provided by the protege firm to the mentor firm.

(iii) A statement that the protege firm meets the eligibility criteria in either paragraph I–104(a)(1), (2) or (3).

(iv) A preliminary assessment of the developmental needs of the protege firm and the proposed developmental assistance the mentor firm envisions providing the protege firm to address those needs and enhance the protege firm's ability to perform successfully under contracts or subcontracts with DoD, other federal agencies and commercial contracts.

(v) An estimate of the dollar amount and type of subcontracts that will be awarded by the mentor firm to the protege firm, and the period of time over which they will be awarded.

(vi) Information as to whether the protege firm's development will be concentrated on a single major system, a service or supply program, research and development programs, initial production, mature systems, or in the mentor firm's overall contract base.

(3) An estimate of the cost of the developmental assistance program and the period of time over which the assistance will be provided.

(d) A company that has identified Program funds to be made available through a DoD program manager must provide: the information in paragraphs I–106(b) and (c) to the appropriate program manager and to the OUSD(A&T)SADBU, with a letter signed by the appropriate program manager indicating the amount of funding that has been identified for the developmental assistance program.

(e) Companies seeking credit only for the cost of developmental assistance, reimbursement of program costs via their inclusion in indirect expense pools and credit for such costs, or reimbursement with funds made available by a DoD program manager, shall submit four copies of the information specified in paragraphs I–106(b) and (c) to: DoD, OUSD(A&T)SADBU, 3061 Defense Pentagon, Washington, DC. 20301–3061, Attn: Pilot Mentor-Protege Program Manager. Upon receipt of this information, OUSD(A&T)SADBU will review and evaluate each request and, to the maximum extent possible, within 30 days advise each applicant of approval or rejection of its request to become a mentor firm.

(f) Companies interested in reimbursement of costs of a developmental assistance program through either a separate contract, cooperative agreement, or other agreement awarded for that purpose will be solicited to provide the information in paragraphs I–106(b) and (c) as well as any other information specified in the program solicitation.

(g) A company approved as a mentor firm for credit only, for reimbursement through funds made available by a DoD program manager, or for reimbursement via inclusion of program costs in indirect expense pools and credit for such costs, may proceed with the negotiation of the mentor-protege agreement with the identified protege firm(s).

(h) Companies that apply for participation in the program pursuant to paragraph I–106(e) and are not approved, will be provided

the reasons and an opportunity to submit additional information for reconsideration.

(i) A company may not be approved for participation in the Program as a mentor firm if at the time of requesting participation in the Program it is currently debarred or suspended from contracting with the Federal government pursuant to FAR subpart 9.4.

(j) If the mentor firm is suspended or debarred while performing under an approved mentor-protege agreement, the mentor firm—

(1) May continue to provide assistance to its protege firms pursuant to approved mentor-protege agreements entered into prior to the imposition of such suspension or debarment;

(2) May not be reimbursed or take credit for any costs of providing developmental assistance to its protege firm, incurred more than 30 days after the imposition of such suspension or debarment; and

(3) Shall promptly give notice of its suspension or debarment to its protege firm and OUSD(A&T)SADBU.

I–107 Mentor-protege agreements.

(a) A signed mentor-protege agreement for each mentor-protege relationship identified under I–106(b)(2) must be submitted to OUSD(A&T)SADBU and approved before developmental assistance costs may be incurred. To the maximum extent possible, such mentor-protege agreements will be approved within five business days of receipt.

(b) Each signed mentor-protege agreement submitted for approval under the Program shall include—

(1) The name, address and telephone number of the mentor firm and the protege firm and a point of contact within the mentor firm who will administer the developmental assistance program;

(2) The SIC code which represents the contemplated supplies or services to be provided by the protege firm to the mentor firm and a statement that at the time the agreement is submitted for approval, the protege firm, if an SDB concern, does not exceed the size standard for the appropriate SIC code.

(3) A developmental program for the protege firm specifying the type of assistance identified in paragraph I–107(f) that will be provided. The developmental program shall also include—

(i) Factors to assess the protege firm's developmental progress under the Program including milestones for providing the identified assistance; and

(ii) The anticipated number, dollar value, and type of subcontracts to be awarded the protege firm consistent with the extent and nature of mentor firm's business, and the period of time over which they will be awarded.

(iii) The dollar value of the technical assistance program broken out per year.

(4) A program participation term for the protege firm which shall not exceed nine years.

(5) Procedures for the mentor firm to notify the protege firm in writing at least 30 days in advance of the mentor firm's intent to voluntarily withdraw its participation in the Program. Mentor firms may only voluntarily terminate the mentor-protege agreement(s) if they no longer want to be a participant in the Program as a mentor firm. Otherwise, a mentor firm must terminate a mentor-protege agreement for cause.

(6) Procedures for a protege firm to notify the mentor firm in writing at least 30 days in advance of the protege firm's intent to voluntarily terminate the mentor-protege agreement.

(7) Procedures for the mentor firm to terminate the mentor-protege agreement for cause which provide—

(i) The protege firm shall be furnished a written notice of the proposed termination, stating the specific reasons for such action, at least 30 days in advance of the effective date of such proposed termination.

(ii) The protege firm shall have 30 days to respond to such notice of proposed termination, and may rebut any findings believed to be erroneous and offer a remedial program.

(iii) Upon prompt consideration of the protege firm's response, the mentor firm shall either withdraw the notice of proposed termination and continue the protege firm's participation, or issue the notice of termination.

(iv) The decision of the mentor firm regarding termination for cause, conforming with the requirements of this section, shall be final and is not reviewable by DoD.

(8) Additional terms and conditions as may be agreed upon by both parties.

(c) Mentor firms shall send a copy of any termination notices to the DoD, OUSD(A&T)SADBU, and where funding is made available through a DoD program manager, also provide a copy to the program manager and to the appropriate PCO of ACO.

(d) Termination of a mentor-protege agreement shall not impair the obligations of the mentor firm to perform pursuant to its contractual obligations under Government contracts and subcontracts. Termination of all or part of the mentor-protege agreement shall not impair the obligations of the protege firm to perform pursuant to its contractual obligations under any contract awarded to the protege firm by the mentor firm.

(e) Only developmental assistance provided after the DoD approval of the mentor-protege agreement may be reimbursed.

(f) The mentor-protege agreement may provide for the mentor firm to furnish any or

all of the types of developmental assistance as follows:

(1) Assistance by mentor firm personnel in—

(i) General business management, including organizational management, financial management, and personnel management, marketing, business development, and overall business planning;

(ii) Engineering and technical matters such as production inventory control, quality assurance; and

(iii) Any other assistance designed to develop the capabilities of the protege firm under the development program.

(2) Award of subcontracts under DoD contracts or other contracts on a non-competitive basis.

(3) Payment of progress payments for the performance of subcontracts by a protege firm in amounts as provided for in the subcontract; but in no event may any such progress payment exceed 100 percent of the costs incurred by the protege firm for the performance of the subcontract. Provision of progress payments by a mentor firm to a protege firm at a rate other than the customary rate for small disadvantaged businesses shall be implemented in accordance with FAR 32.504(c).

(4) Advance payments under such subcontracts. Advance payments must be administered by the mentor firm in accordance with FAR subpart 32.4.

(5) Loans.

(6) Investment(s) in the protege firm in exchange for an ownership interest in the protege firm, not to exceed 10 percent of the total ownership interest. Investments may include but not be limited to cash, stock, contributions in kind, etc.

(7) Assistance obtained by the mentor firm for the protege firm from one or more of the following:

(i) Small Business Development Centers (SBDC) established pursuant to section 21 of the Small Business Act (15 U.S.C. 648).

(ii) Entities providing procurement technical assistance pursuant to chapter 142 of Title 10 U.S.C. (Procurement Technical Assistance Centers.)

(iii) Historically Black Colleges and Universities.

(iv) Minority institutions of higher education.

(g) A mentor firm may not require an SDB concern to enter into a mentor-protege agreement as a condition for being awarded a contract by the mentor firm including a subcontract under a DoD contract awarded to the mentor firm.

I–108 Reimbursement procedures.

(a) A mentor firm may be reimbursed only for the cost of developmental assistance incurred by the mentor firm and provided to a protege firm under I–107(f) (1) and (7), and pursuant to an approved mentor-protege agreement. Reimbursement shall be made only through either a separate contract, cooperative agreement, or other agreement entered into between the DoD and the mentor firm awarded for the purpose of providing developmental assistance to one or more protege firms; a separately priced contract line item in a DoD contract; or inclusion of program costs in indirect expense pools. No other means for the reimbursement of the costs of developmental assistance provided under I–107(f) (1) and (7) are authorized under the Program.

(b) Costs reimbursed via inclusion in indirect expense pools may be reimbursed only to the extent that they are otherwise reasonable, allocable, and allowable.

(c) Assistance provided in the form of progress payments in excess of the customary progress payment rate for SDBs, shall be reimbursed only if implemented in accordance with FAR 32.504(c).

(d) Assistance provided in the form of advance payments shall be reimbursed only if they have been provided to a protege firm under subcontract terms and conditions similar to FAR 52.232–12. Reimbursement of any advance payments shall be made pursuant to the inclusion of DFARS 252.232–7008, Reimbursement of Advance Payments—DoD Pilot Mentor-Protege Program, in appropriate contracts. In requesting reimbursement, the mentor firm agrees that the risk of any financial loss due to the failure or inability of a protege firm to repay any unliquidated advance payments shall be the sole responsibility of the mentor firm.

(e) No other forms of developmental assistance are authorized for reimbursement under the Program.

I–109 Credit for unreimbursed developmental assistance costs.

(a) Developmental assistance costs incurred by a mentor firm for providing assistance to a protege firm pursuant to an approved mentor protege agreement, which have not been reimbursed through either a separate contract, cooperative agreement, or other agreement entered into between DoD and the mentor firm, or through a separately priced contract line item added to a DoD contract, may be credited as if it were a subcontract award for determining the performance of such mentor firm in attaining an SDB subcontracting goal(s) established under any contract containing a subcontracting plan pursuant to FAR 52.219–9.

(b) For crediting purposes only, costs that have been reimbursed via inclusion in indirect expense pools may also be credited as subcontract awards for determining the performance of such mentor firm in attaining an SDB subcontracting goal(s) established

under any contract containing a subcontracting plan pursuant to FAR 52.219–9. However, costs that have not been reimbursed because they are not reasonable, allocable, or allowable under I–108(b), shall not be recognized for crediting purposes.

(c) Other costs that are not eligible for reimbursement pursuant to I–108(a) may be recognized for credit only if requested, identified, and incorporated in an approved mentor-protege agreement. Such costs are not eligible for reimbursement.

(d) The amount of credit a mentor firm may receive for any such unreimbursed developmental assistance costs shall be equal to—

(1) Four times the total amount of such costs attributable to assistance provided by small business development centers (SBDC), historically black colleges and universities (HBCU), minority institutions (MI), and procurement technical assistance centers (PTAC).

(2) Three times the total amount of such costs attributable to assistance furnished by the mentor's employees.

(3) Two times the total amount of other such costs incurred by the mentor in carrying out the developmental assistance program.

(e) A mentor firm may receive credit toward the attainment of an SDB subcontracting goal(s) for each subcontract awarded for a product or a service by the mentor firm to an entity that qualifies as a protege firm pursuant to I–104(a). With respect to a former SDB protege (firm(s), a mentor may take credit for awards to such concern(s) that, except for its size would be a small business concern owned and controlled by socially and economically disadvantaged individuals, but only if—

(1) The size of such business concern is not more than two times the appropriate size standard;

(2) The business concern formerly had a mentor-protege agreement with such mentor firm that was not terminated for cause; and

(3) The credit is taken not later than October 1, 1999.

(f) Amounts credited toward the SDB goal(s) for unreimbursed costs under the Program shall be separately identified from the amounts credited toward the goal resulting from the award of actual subcontracts to protege firms. The combination of the two shall equal the mentor firm's overall accomplishment toward the SDB goal(s).

(g) Adjustments may be made to the amount of credit claimed under paragraphs I–109(a) and (b) if the DoD Director of Small and Disadvantaged Business Utilization determines that—

(1) A mentor firm's performance in the attainment of its SDB subcontracting goals through actual subcontract awards declined from the prior fiscal year without justifiable cause.

(2) Imposition of such a limitation on credit appears to be warranted to prevent abuse of this incentive for mentor firm's participation in the Program.

(h) The mentor firm shall be afforded the opportunity to explain the decline in SDB participation before imposition of any such limitation on credit. In making the final decision to impose a limitation on credit, the DoD Director shall consider—

(1) The mentor firm's overall SDB participation rates (in terms of percentages of subcontract awards and dollars awarded) as compared to the participation rates existing during the two fiscal years prior to the firm's admission to the Program;

(2) The mentor firm's aggregate prime contract awards during the prior two fiscal years and the total amount of subcontract awards under such contracts; and

(3) Such other information the mentor firm may wish to submit.

(i) The decision of the Director regarding the imposition of a limitation on credit shall be final.

(j) Any prospective limitation on credit imposed by the Director shall be expressed as a percentage of otherwise eligible credit and shall apply beginning on a specific date in the future and continue until a date certain during the current fiscal year.

(k) Any retroactive limitation on credit imposed by the Director shall reflect the actual costs incurred for developmental assistance (not exceeding the maximum amount reimbursed).

(l) For purposes of calculating any incentives to be paid to a mentor firm for exceeding an SDB subcontracting goal pursuant to 252.219–7009, incentives shall be paid only if an SDB subcontracting goal has been exceeded as a result of actual subcontract awards to SDBs (excluding credit under paragraphs I–109 (a), (b) and (c)).

(m) Developmental assistance costs that are incurred pursuant to an approved mentor-protege agreement, and have been charged to, but not reimbursed through a separate contract, cooperative agreement, or other agreement entered into between the DoD and the mentor firm, or through a separately priced contract line item added to a DoD contract, shall not be otherwise reimbursed, either as a direct or indirect cost, under any other DoD contract, irrespective of whether the costs have been recognized for credit against SDB subcontracting goals.

(n) Developmental assistance provided under an approved mentor-protege agreement is distinct from, and shall not duplicate, any effort that is the normal and expected product of the award and administration of the mentor firm's subcontract. Costs associated with the latter shall be accumulated and charged in accordance with the

contractor's approved accounting practices; they are not considered developmental assistance costs eligible for either credit or reimbursement under the Program.

I–110 Advance agreements on the treatment of developmental assistance costs.

Pursuant to FAR 31.109, approved mentor firms seeking reimbursement, credit, or a combination thereof, are strongly encouraged to enter into an advance agreement with the contracting officer responsible for determining final indirect cost rates under FAR 42.705. The purpose of the advance agreement is to establish the accounting treatment of the costs of the development assistance pursuant to the mentor-protege agreement prior to the incurring of any costs by the mentor firm. An advance agreement is an attempt by both the Government and the mentor firm to avoid possible subsequent dispute based on questions related to reasonableness, allocability, or allowability of the costs of developmental assistance under the Program. Absent an advance agreement, mentor firms are advised to establish the accounting treatment of such costs and address the need for any changes to their cost accounting practices that may result from the implementation of a mentor-protege agreement, prior to incurring any costs, and irrespective of whether costs will be reimbursed, credited or a combination thereof.

I–111 Reporting requirements and program reviews.

(a) Mentor firms shall report on the progress made under active mentor-protege agreements semiannually by attaching to their SF 295—

(1) A statement which includes—

(i) The number of active mentor-protege agreements in effect; and

(ii) The progress in achieving the developmental assistance objectives under each mentor-protege agreement, including whether the objectives of the Program set forth in I–100(c) were met, any problem areas encountered, and any other appropriate information.

(2) A copy of the SF 294 for each contract where developmental assistance was credited, with a statement in Block 18 identifying—

(i) The amount of dollars credited to the SDB subcontract goal as a result of developmental assistance provided to protege firms under the Program;

(ii) An explanation as to the relationship between the developmental assistance provided the protege firm(s) under the Program and the activities under the contract covered by the SF 294(s); and

(iii) The number and dollar value of subcontracts awarded to the protege firm(s), broken out per protege.

(b) For commercial companies and companies participating in the DoD ''Test Program for Negotiation of Comprehensive Small Business Subcontracting Plans,'' indicate in Block 16 of the SF 295—

(1) The total dollars credited to the SDB goal as a result of developmental assistance provided to a protege firm(s) under the Program.

(2) The total dollar amount of subcontracts awarded to the protege firm(s) broken our per protege.

(c) The OUSD(A&T)SADBU will conduct periodic performance reviews of the progress and accomplishments realized under approved mentor-protege agreements.

[59 FR 27701, May 27, 1994, as amended at 61 FR 50458, Sept. 26, 1996]

FINDING AIDS

A list of CFR titles, subtitles, chapters, subchapters and parts and an alphabetical list of agencies publishing in the CFR are included in the CFR Index and Finding Aids volume to the Code of Federal Regulations which is published separately and revised annually.

Table of CFR Titles and Chapters
Alphabetical List of Agencies Appearing in the CFR
List of CFR Sections Affected

Table of CFR Titles and Chapters

(Revised as of September 30, 1996)

Title 1—General Provisions

I Administrative Committee of the Federal Register (Parts 1—49)
II Office of the Federal Register (Parts 50—299)
IV Miscellaneous Agencies (Parts 400—500)

Title 2—[Reserved]

Title 3—The President

I Executive Office of the President (Parts 100—199)

Title 4—Accounts

I General Accounting Office (Parts 1—99)
II Federal Claims Collection Standards (General Accounting Office—Department of Justice) (Parts 100—299)

Title 5—Administrative Personnel

I Office of Personnel Management (Parts 1—1199)
II Merit Systems Protection Board (Parts 1200—1299)
III Office of Management and Budget (Parts 1300—1399)
IV Advisory Committee on Federal Pay (Parts 1400—1499)
V The International Organizations Employees Loyalty Board (Parts 1500—1599)
VI Federal Retirement Thrift Investment Board (Parts 1600—1699)
VII Advisory Commission on Intergovernmental Relations (Parts 1700—1799)
VIII Office of Special Counsel (Parts 1800—1899)
IX Appalachian Regional Commission (Parts 1900—1999)
XI Armed Forces Retirement Home (Part 2100)
XIV Federal Labor Relations Authority, General Counsel of the Federal Labor Relations Authority and Federal Service Impasses Panel (Parts 2400—2499)
XV Office of Administration, Executive Office of the President (Parts 2500—2599)
XVI Office of Government Ethics (Parts 2600—2699)
XXI Department of the Treasury (Parts 3100—3199)
XXII Federal Deposit Insurance Corporation (Part 3202)
XXIII Department of Energy (Part 3301)

Title 5—Administrative Personnel—Continued

Chap.	
XXIV	Federal Energy Regulatory Commission (Part 3401)
XXVI	Department of Defense (Part 3601)
XXX	Farm Credit System Insurance Corporation (Parts 4000—4099)
XXXI	Farm Credit Administration (Parts 4100—4199)
XXXIII	Overseas Private Investment Corporation (Part 4301)
XL	Interstate Commerce Commission (Part 5001)
XLI	Commodity Futures Trading Commission (Part 5101)
XLV	Department of Health and Human Services (Part 5501)
XLVI	Postal Rate Commission (Part 5601)
XLVII	Federal Trade Commission (Part 5701)
XLVIII	Nuclear Regulatory Commission (Part 5801)
L	Department of Transportation (Part 6001)
LII	Export-Import Bank of the United States (Part 6201)
LIII	Department of Education (Parts 6300—6399)
LIV	Environmental Protection Agency (Part 6401)
LIX	National Aeronautics and Space Administration (Part 6901)
LX	United States Postal Service (Part 7001)
LXII	Equal Employment Opportunity Commission (Part 7201)
LXIII	Inter-American Foundation (Part 7301)
LXV	Department of Housing and Urban Development (Part 7501)
LXVI	National Archives and Records Administration (Part 7601)
LXIX	Tennessee Valley Authority (Part 7901)
LXXIV	Federal Mine Safety and Health Review Commission (Part 8401)
LXXVI	Federal Retirement Thrift Investment Board (Part 8601)
LXXVII	Office of Management and Budget (Part 8701)

Title 6—[Reserved]

Title 7—Agriculture

	SUBTITLE A—Office of the Secretary of Agriculture (Parts 0—26)
	SUBTITLE B—Regulations of the Department of Agriculture
I	Agricultural Marketing Service (Standards, Inspections, Marketing Practices), Department of Agriculture (Parts 27—209)
II	Food and Consumer Service, Department of Agriculture (Parts 210—299)
III	Animal and Plant Health Inspection Service, Department of Agriculture (Parts 300—399)
IV	Federal Crop Insurance Corporation, Department of Agriculture (Parts 400—499)
V	Agricultural Research Service, Department of Agriculture (Parts 500—599)
VI	Natural Resources Conservation Service, Department of Agriculture (Parts 600—699)
VII	Farm Service Agency, Department of Agriculture (Parts 700—799)

Title 7—Agriculture—Continued

Chap.	
VIII	Grain Inspection, Packers and Stockyards Administration (Federal Grain Inspection Service), Department of Agriculture (Parts 800—899)
IX	Agricultural Marketing Service (Marketing Agreements and Orders; Fruits, Vegetables, Nuts), Department of Agriculture (Parts 900—999)
X	Agricultural Marketing Service (Marketing Agreements and Orders; Milk), Department of Agriculture (Parts 1000—1199)
XI	Agricultural Marketing Service (Marketing Agreements and Orders; Miscellaneous Commodities), Department of Agriculture (Parts 1200—1299)
XIV	Commodity Credit Corporation, Department of Agriculture (Parts 1400—1499)
XV	Foreign Agricultural Service, Department of Agriculture (Parts 1500—1599)
XVI	Rural Telephone Bank, Department of Agriculture (Parts 1600—1699)
XVII	Rural Utilities Service, Department of Agriculture (Parts 1700—1799)
XVIII	Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, and Farm Service Agency, Department of Agriculture (Parts 1800—2099)
XXVI	Office of Inspector General, Department of Agriculture (Parts 2600—2699)
XXVII	Office of Information Resources Management, Department of Agriculture (Parts 2700—2799)
XXVIII	Office of Operations, Department of Agriculture (Parts 2800—2899)
XXIX	Office of Energy, Department of Agriculture (Parts 2900—2999)
XXX	Office of Finance and Management, Department of Agriculture (Parts 3000—3099)
XXXI	Office of Environmental Quality, Department of Agriculture (Parts 3100—3199)
XXXII	[Reserved]
XXXIII	Office of Transportation, Department of Agriculture (Parts 3300—3399)
XXXIV	Cooperative State Research, Education, and Extension Service, Department of Agriculture (Parts 3400—3499)
XXXVI	National Agricultural Statistics Service, Department of Agriculture (Parts 3600—3699)
XXXVII	Economic Research Service, Department of Agriculture (Parts 3700—3799)
XXXVIII	World Agricultural Outlook Board, Department of Agriculture (Parts 3800—3899)
XXXIX	Economic Analysis Staff, Department of Agriculture (Parts 3900—3999)
XL	Economics Management Staff, Department of Agriculture (Parts 4000—4099)
XLI	[Reserved]
XLII	Rural Business-Cooperative Service and Rural Utilities Service, Department of Agriculture (Parts 4200—4299)

Title 8—Aliens and Nationality

Chap.

I Immigration and Naturalization Service, Department of Justice (Parts 1—499)

Title 9—Animals and Animal Products

I Animal and Plant Health Inspection Service, Department of Agriculture (Parts 1—199)

II Grain Inspection, Packers and Stockyards Administration (Packers and Stockyards Programs), Department of Agriculture (Parts 200—299)

III Food Safety and Inspection Service, Meat and Poultry Inspection, Department of Agriculture (Parts 300—399)

Title 10—Energy

I Nuclear Regulatory Commission (Parts 0—199)

II Department of Energy (Parts 200—699)

III Department of Energy (Parts 700—999)

X Department of Energy (General Provisions) (Parts 1000—1099)

XI United States Enrichment Corporation (Parts 1100—1199)

XV Office of the Federal Inspector for the Alaska Natural Gas Transportation System (Parts 1500—1599)

XVII Defense Nuclear Facilities Safety Board (Parts 1700—1799)

Title 11—Federal Elections

I Federal Election Commission (Parts 1—9099)

Title 12—Banks and Banking

I Comptroller of the Currency, Department of the Treasury (Parts 1—199)

II Federal Reserve System (Parts 200—299)

III Federal Deposit Insurance Corporation (Parts 300—399)

IV Export-Import Bank of the United States (Parts 400—499)

V Office of Thrift Supervision, Department of the Treasury (Parts 500—599)

VI Farm Credit Administration (Parts 600—699)

VII National Credit Union Administration (Parts 700—799)

VIII Federal Financing Bank (Parts 800—899)

IX Federal Housing Finance Board (Parts 900—999)

XI Federal Financial Institutions Examination Council (Parts 1100—1199)

XIV Farm Credit System Insurance Corporation (Parts 1400—1499)

XV Thrift Depositor Protection Oversight Board (Parts 1500—1599)

XVII Office of Federal Housing Enterprise Oversight, Department of Housing and Urban Development (Parts 1700-1799)

XVIII Community Development Financial Institutions Fund, Department of the Treasury (Parts 1800—1899)

Title 13—Business Credit and Assistance

Chap.

I Small Business Administration (Parts 1—199)

III Economic Development Administration, Department of Commerce (Parts 300—399)

Title 14—Aeronautics and Space

I Federal Aviation Administration, Department of Transportation (Parts 1—199)

II Office of the Secretary, Department of Transportation (Aviation Proceedings) (Parts 200—399)

III Commercial Space Transportation, Federal Aviation Administration, Department of Transportation (Parts 400—499)

V National Aeronautics and Space Administration (Parts 1200—1299)

Title 15—Commerce and Foreign Trade

SUBTITLE A—Office of the Secretary of Commerce (Parts 0—29)

SUBTITLE B—Regulations Relating to Commerce and Foreign Trade

I Bureau of the Census, Department of Commerce (Parts 30—199)

II National Institute of Standards and Technology, Department of Commerce (Parts 200—299)

III International Trade Administration, Department of Commerce (Parts 300—399)

IV Foreign-Trade Zones Board, Department of Commerce (Parts 400—499)

VII Bureau of Export Administration, Department of Commerce (Parts 700—799)

VIII Bureau of Economic Analysis, Department of Commerce (Parts 800—899)

IX National Oceanic and Atmospheric Administration, Department of Commerce (Parts 900—999)

XI Technology Administration, Department of Commerce (Parts 1100—1199)

XIII East-West Foreign Trade Board (Parts 1300—1399)

XIV Minority Business Development Agency (Parts 1400—1499)

SUBTITLE C—Regulations Relating to Foreign Trade Agreements

XX Office of the United States Trade Representative (Parts 2000—2099)

SUBTITLE D—Regulations Relating to Telecommunications and Information

XXIII National Telecommunications and Information Administration, Department of Commerce (Parts 2300—2399)

Title 16—Commercial Practices

I Federal Trade Commission (Parts 0—999)

II Consumer Product Safety Commission (Parts 1000—1799)

Title 17—Commodity and Securities Exchanges

Chap.

I Commodity Futures Trading Commission (Parts 1—199)

II Securities and Exchange Commission (Parts 200—399)

IV Department of the Treasury (Parts 400—499)

Title 18—Conservation of Power and Water Resources

I Federal Energy Regulatory Commission, Department of Energy (Parts 1—399)

III Delaware River Basin Commission (Parts 400—499)

VI Water Resources Council (Parts 700—799)

VIII Susquehanna River Basin Commission (Parts 800—899)

XIII Tennessee Valley Authority (Parts 1300—1399)

Title 19—Customs Duties

I United States Customs Service, Department of the Treasury (Parts 1—199)

II United States International Trade Commission (Parts 200—299)

III International Trade Administration, Department of Commerce (Parts 300—399)

Title 20—Employees' Benefits

I Office of Workers' Compensation Programs, Department of Labor (Parts 1—199)

II Railroad Retirement Board (Parts 200—399)

III Social Security Administration (Parts 400—499)

IV Employees' Compensation Appeals Board, Department of Labor (Parts 500—599)

V Employment and Training Administration, Department of Labor (Parts 600—699)

VI Employment Standards Administration, Department of Labor (Parts 700—799)

VII Benefits Review Board, Department of Labor (Parts 800—899)

VIII Joint Board for the Enrollment of Actuaries (Parts 900—999)

IX Office of the Assistant Secretary for Veterans' Employment and Training, Department of Labor (Parts 1000—1099)

Title 21—Food and Drugs

I Food and Drug Administration, Department of Health and Human Services (Parts 1—1299)

II Drug Enforcement Administration, Department of Justice (Parts 1300—1399)

III Office of National Drug Control Policy (Parts 1400—1499)

Title 22—Foreign Relations

I Department of State (Parts 1—199)

Title 22—Foreign Relations—Continued

Chap.

II Agency for International Development, International Development Cooperation Agency (Parts 200—299)

III Peace Corps (Parts 300—399)

IV International Joint Commission, United States and Canada (Parts 400—499)

V United States Information Agency (Parts 500—599)

VI United States Arms Control and Disarmament Agency (Parts 600—699)

VII Overseas Private Investment Corporation, International Development Cooperation Agency (Parts 700—799)

IX Foreign Service Grievance Board Regulations (Parts 900—999)

X Inter-American Foundation (Parts 1000—1099)

XI International Boundary and Water Commission, United States and Mexico, United States Section (Parts 1100—1199)

XII United States International Development Cooperation Agency (Parts 1200—1299)

XIII Board for International Broadcasting (Parts 1300—1399)

XIV Foreign Service Labor Relations Board; Federal Labor Relations Authority; General Counsel of the Federal Labor Relations Authority; and the Foreign Service Impasse Disputes Panel (Parts 1400—1499)

XV African Development Foundation (Parts 1500—1599)

XVI Japan-United States Friendship Commission (Parts 1600—1699)

XVII United States Institute of Peace (Parts 1700—1799)

Title 23—Highways

I Federal Highway Administration, Department of Transportation (Parts 1—999)

II National Highway Traffic Safety Administration and Federal Highway Administration, Department of Transportation (Parts 1200—1299)

III National Highway Traffic Safety Administration, Department of Transportation (Parts 1300—1399)

Title 24—Housing and Urban Development

SUBTITLE A—Office of the Secretary, Department of Housing and Urban Development (Parts 0—99)

SUBTITLE B—Regulations Relating to Housing and Urban Development

I Office of Assistant Secretary for Equal Opportunity, Department of Housing and Urban Development (Parts 100—199)

II Office of Assistant Secretary for Housing-Federal Housing Commissioner, Department of Housing and Urban Development (Parts 200—299)

III Government National Mortgage Association, Department of Housing and Urban Development (Parts 300—399)

V Office of Assistant Secretary for Community Planning and Development, Department of Housing and Urban Development (Parts 500—599)

Title 24—Housing and Urban Development—Continued

Chap.

VI Office of Assistant Secretary for Community Planning and Development, Department of Housing and Urban Development (Parts 600—699) [Reserved]

VII Office of the Secretary, Department of Housing and Urban Development (Housing Assistance Programs and Public and Indian Housing Programs) (Parts 700—799)

VIII Office of the Assistant Secretary for Housing—Federal Housing Commissioner, Department of Housing and Urban Development (Section 8 Housing Assistance Programs and Section 202 Direct Loan Program) (Parts 800—899)

IX Office of Assistant Secretary for Public and Indian Housing, Department of Housing and Urban Development (Parts 900—999)

X Office of Assistant Secretary for Housing—Federal Housing Commissioner, Department of Housing and Urban Development (Interstate Land Sales Registration Program) (Parts 1700—1799)

XII Office of Inspector General, Department of Housing and Urban Development (Parts 2000—2099)

XX Office of Assistant Secretary for Housing—Federal Housing Commissioner, Department of Housing and Urban Development (Parts 3200—3699)

XXV Neighborhood Reinvestment Corporation (Parts 4100—4199)

Title 25—Indians

I Bureau of Indian Affairs, Department of the Interior (Parts 1—299)

II Indian Arts and Crafts Board, Department of the Interior (Parts 300—399)

III National Indian Gaming Commission, Department of the Interior (Parts 500—599)

IV Office of Navajo and Hopi Indian Relocation (Parts 700—799)

V Bureau of Indian Affairs, Department of the Interior, and Indian Health Service, Department of Health and Human Services (Part 900)

VI Office of the Assistant Secretary-Indian Affairs, Department of the Interior (Part 1001)

Title 26—Internal Revenue

I Internal Revenue Service, Department of the Treasury (Parts 1—799)

Title 27—Alcohol, Tobacco Products and Firearms

I Bureau of Alcohol, Tobacco and Firearms, Department of the Treasury (Parts 1—299)

Title 28—Judicial Administration

I Department of Justice (Parts 0—199)

III Federal Prison Industries, Inc., Department of Justice (Parts 300—399)

Title 28—Judicial Administration—Continued

Chap.

V Bureau of Prisons, Department of Justice (Parts 500—599)

VI Offices of Independent Counsel, Department of Justice (Parts 600—699)

VII Office of Independent Counsel (Parts 700—799)

Title 29—Labor

SUBTITLE A—Office of the Secretary of Labor (Parts 0—99)

SUBTITLE B—Regulations Relating to Labor

I National Labor Relations Board (Parts 100—199)

II Office of Labor-Management Programs, Department of Labor (Parts 200—299)

III National Railroad Adjustment Board (Parts 300—399)

IV Office of Labor-Management Standards, Department of Labor (Parts 400—499)

V Wage and Hour Division, Department of Labor (Parts 500—899)

IX Construction Industry Collective Bargaining Commission (Parts 900—999)

X National Mediation Board (Parts 1200—1299)

XII Federal Mediation and Conciliation Service (Parts 1400—1499)

XIV Equal Employment Opportunity Commission (Parts 1600—1699)

XVII Occupational Safety and Health Administration, Department of Labor (Parts 1900—1999)

XX Occupational Safety and Health Review Commission (Parts 2200—2499)

XXV Pension and Welfare Benefits Administration, Department of Labor (Parts 2500—2599)

XXVII Federal Mine Safety and Health Review Commission (Parts 2700—2799)

XL Pension Benefit Guaranty Corporation (Parts 4000—4999)

Title 30—Mineral Resources

I Mine Safety and Health Administration, Department of Labor (Parts 1—199)

II Minerals Management Service, Department of the Interior (Parts 200—299)

III Board of Surface Mining and Reclamation Appeals, Department of the Interior (Parts 300—399)

IV Geological Survey, Department of the Interior (Parts 400—499)

VI Bureau of Mines, Department of the Interior (Parts 600—699)

VII Office of Surface Mining Reclamation and Enforcement, Department of the Interior (Parts 700—999)

Title 31—Money and Finance: Treasury

SUBTITLE A—Office of the Secretary of the Treasury (Parts 0—50)

SUBTITLE B—Regulations Relating to Money and Finance

I Monetary Offices, Department of the Treasury (Parts 51—199)

Title 31—Money and Finance: Treasury—Continued

Chap.

II Fiscal Service, Department of the Treasury (Parts 200—399)

IV Secret Service, Department of the Treasury (Parts 400—499)

V Office of Foreign Assets Control, Department of the Treasury (Parts 500—599)

VI Bureau of Engraving and Printing, Department of the Treasury (Parts 600—699)

VII Federal Law Enforcement Training Center, Department of the Treasury (Parts 700—799)

VIII Office of International Investment, Department of the Treasury (Parts 800—899)

Title 32—National Defense

SUBTITLE A—Department of Defense

I Office of the Secretary of Defense (Parts 1—399)

V Department of the Army (Parts 400—699)

VI Department of the Navy (Parts 700—799)

VII Department of the Air Force (Parts 800—1099)

SUBTITLE B—Other Regulations Relating to National Defense

XII Defense Logistics Agency (Parts 1200—1299)

XVI Selective Service System (Parts 1600—1699)

XIX Central Intelligence Agency (Parts 1900—1999)

XX Information Security Oversight Office, National Archives and Records Administration (Parts 2000—2099)

XXI National Security Council (Parts 2100—2199)

XXIV Office of Science and Technology Policy (Parts 2400—2499)

XXVII Office for Micronesian Status Negotiations (Parts 2700—2799)

XXVIII Office of the Vice President of the United States (Parts 2800—2899)

XXIX Presidential Commission on the Assignment of Women in the Armed Forces (Part 2900)

Title 33—Navigation and Navigable Waters

I Coast Guard, Department of Transportation (Parts 1—199)

II Corps of Engineers, Department of the Army (Parts 200—399)

IV Saint Lawrence Seaway Development Corporation, Department of Transportation (Parts 400—499)

Title 34—Education

SUBTITLE A—Office of the Secretary, Department of Education (Parts 1—99)

SUBTITLE B—Regulations of the Offices of the Department of Education

I Office for Civil Rights, Department of Education (Parts 100—199)

II Office of Elementary and Secondary Education, Department of Education (Parts 200—299)

Title 34—Education—Continued

Chap.

III Office of Special Education and Rehabilitative Services, Department of Education (Parts 300—399)

IV Office of Vocational and Adult Education, Department of Education (Parts 400—499)

V Office of Bilingual Education and Minority Languages Affairs, Department of Education (Parts 500—599)

VI Office of Postsecondary Education, Department of Education (Parts 600—699)

VII Office of Educational Research and Improvement, Department of Education (Parts 700—799)

XI National Institute for Literacy (Parts 1100-1199)

SUBTITLE C—Regulations Relating to Education

XII National Council on Disability (Parts 1200—1299)

Title 35—Panama Canal

I Panama Canal Regulations (Parts 1—299)

Title 36—Parks, Forests, and Public Property

I National Park Service, Department of the Interior (Parts 1—199)

II Forest Service, Department of Agriculture (Parts 200—299)

III Corps of Engineers, Department of the Army (Parts 300—399)

IV American Battle Monuments Commission (Parts 400—499)

V Smithsonian Institution (Parts 500—599)

VII Library of Congress (Parts 700—799)

VIII Advisory Council on Historic Preservation (Parts 800—899)

IX Pennsylvania Avenue Development Corporation (Parts 900—999)

XI Architectural and Transportation Barriers Compliance Board (Parts 1100—1199)

XII National Archives and Records Administration (Parts 1200—1299)

XIV Assassination Records Review Board (Parts 1400-1499)

Title 37—Patents, Trademarks, and Copyrights

I Patent and Trademark Office, Department of Commerce (Parts 1—199)

II Copyright Office, Library of Congress (Parts 200—299)

IV Assistant Secretary for Technology Policy, Department of Commerce (Parts 400—499)

V Under Secretary for Technology, Department of Commerce (Parts 500—599)

Title 38—Pensions, Bonuses, and Veterans' Relief

I Department of Veterans Affairs (Parts 0—99)

Title 39—Postal Service

Chap.

I United States Postal Service (Parts 1—999)

III Postal Rate Commission (Parts 3000—3099)

Title 40—Protection of Environment

I Environmental Protection Agency (Parts 1—799)

V Council on Environmental Quality (Parts 1500—1599)

Title 41—Public Contracts and Property Management

SUBTITLE B—Other Provisions Relating to Public Contracts

50 Public Contracts, Department of Labor (Parts 50–1—50–999)

51 Committee for Purchase From People Who Are Blind or Severely Disabled (Parts 51–1—51–99)

60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Parts 60–1—60–999)

61 Office of the Assistant Secretary for Veterans Employment and Training, Department of Labor (Parts 61–1—61–999)

SUBTITLE C—Federal Property Management Regulations System

101 Federal Property Management Regulations (Parts 101–1—101–99)

105 General Services Administration (Parts 105–1—105–999)

109 Department of Energy Property Management Regulations (Parts 109–1—109–99)

114 Department of the Interior (Parts 114–1—114–99)

115 Environmental Protection Agency (Parts 115–1—115–99)

128 Department of Justice (Parts 128–1—128–99)

SUBTITLE D—Other Provisions Relating to Property Management [Reserved]

SUBTITLE E—Federal Information Resources Management Regulations System

201 Federal Information Resources Management Regulation (Parts 201–1—201–99) [Reserved]

SUBTITLE F—Federal Travel Regulation System

301 Travel Allowances (Parts 301–1—301–99)

302 Relocation Allowances (Parts 302–1—302–99)

303 Payment of Expenses Connected with the Death of Certain Employees (Parts 303–1—303–2)

304 Payment from a Non-Federal Source for Travel Expenses (Parts 304–1—304–99)

Title 42—Public Health

I Public Health Service, Department of Health and Human Services (Parts 1—199)

IV Health Care Financing Administration, Department of Health and Human Services (Parts 400—499)

V Office of Inspector General-Health Care, Department of Health and Human Services (Parts 1000—1999)

Title 43—Public Lands: Interior

Chap.

SUBTITLE A—Office of the Secretary of the Interior (Parts 1—199)

SUBTITLE B—Regulations Relating to Public Lands

I Bureau of Reclamation, Department of the Interior (Parts 200—499)

II Bureau of Land Management, Department of the Interior (Parts 1000—9999)

III Utah Reclamation Mitigation and Conservation Commission (Parts 10000—10005)

Title 44—Emergency Management and Assistance

I Federal Emergency Management Agency (Parts 0—399)

IV Department of Commerce and Department of Transportation (Parts 400—499)

Title 45—Public Welfare

SUBTITLE A—Department of Health and Human Services, General Administration (Parts 1—199)

SUBTITLE B—Regulations Relating to Public Welfare

II Office of Family Assistance (Assistance Programs), Administration for Children and Families, Department of Health and Human Services (Parts 200—299)

III Office of Child Support Enforcement (Child Support Enforcement Program), Administration for Children and Families, Department of Health and Human Services (Parts 300—399)

IV Office of Refugee Resettlement, Administration for Children and Families Department of Health and Human Services (Parts 400—499)

V Foreign Claims Settlement Commission of the United States, Department of Justice (Parts 500—599)

VI National Science Foundation (Parts 600—699)

VII Commission on Civil Rights (Parts 700—799)

VIII Office of Personnel Management (Parts 800—899)

X Office of Community Services, Administration for Children and Families, Department of Health and Human Services (Parts 1000—1099)

XI National Foundation on the Arts and the Humanities (Parts 1100—1199)

XII ACTION (Parts 1200—1299)

XIII Office of Human Development Services, Department of Health and Human Services (Parts 1300—1399)

XVI Legal Services Corporation (Parts 1600—1699)

XVII National Commission on Libraries and Information Science (Parts 1700—1799)

XVIII Harry S. Truman Scholarship Foundation (Parts 1800—1899)

XXI Commission on Fine Arts (Parts 2100—2199)

XXII Christopher Columbus Quincentenary Jubilee Commission (Parts 2200—2299)

XXIII Arctic Research Commission (Part 2301)

Title 45—Public Welfare—Continued

Chap.

XXIV James Madison Memorial Fellowship Foundation (Parts 2400—2499)

XXV Corporation for National and Community Service (Parts 2500—2599)

Title 46—Shipping

I Coast Guard, Department of Transportation (Parts 1—199)

II Maritime Administration, Department of Transportation (Parts 200—399)

III Saint Lawrence Seaway Development Corporation (Great Lakes Pilotage), Department of Transportation (Parts 400—499)

IV Federal Maritime Commission (Parts 500—599)

Title 47—Telecommunication

I Federal Communications Commission (Parts 0—199)

II Office of Science and Technology Policy and National Security Council (Parts 200—299)

III National Telecommunications and Information Administration, Department of Commerce (Parts 300—399)

Title 48—Federal Acquisition Regulations System

1 Federal Acquisition Regulation (Parts 1—99)

2 Department of Defense (Parts 200—299)

3 Department of Health and Human Services (Parts 300—399)

4 Department of Agriculture (Parts 400—499)

5 General Services Administration (Parts 500—599)

6 Department of State (Parts 600—699)

7 Agency for International Development (Parts 700—799)

8 Department of Veterans Affairs (Parts 800—899)

9 Department of Energy (Parts 900—999)

10 Department of the Treasury (Parts 1000—1099)

12 Department of Transportation (Parts 1200—1299)

13 Department of Commerce (Parts 1300—1399)

14 Department of the Interior (Parts 1400—1499)

15 Environmental Protection Agency (Parts 1500—1599)

16 Office of Personnel Management Federal Employees Health Benefits Acquisition Regulation (Parts 1600—1699)

17 Office of Personnel Management (Parts 1700—1799)

18 National Aeronautics and Space Administration (Parts 1800—1899)

19 United States Information Agency (Parts 1900—1999)

20 Nuclear Regulatory Commission (Parts 2000—2099)

21 Office of Personnel Management, Federal Employees Group Life Insurance Federal Acquisition Regulation (Parts 2100—2199)

23 Social Security Administration (Parts 2300—2399)

Title 48—Federal Acquisition Regulations System—Continued

Chap.

24 Department of Housing and Urban Development (Parts 2400—2499)

25 National Science Foundation (Parts 2500—2599)

28 Department of Justice (Parts 2800—2899)

29 Department of Labor (Parts 2900—2999)

34 Department of Education Acquisition Regulation (Parts 3400—3499)

35 Panama Canal Commission (Parts 3500—3599)

44 Federal Emergency Management Agency (Parts 4400—4499)

51 Department of the Army Acquisition Regulations (Parts 5100—5199)

52 Department of the Navy Acquisition Regulations (Parts 5200—5299)

53 Department of the Air Force Federal Acquisition Regulation Supplement (Parts 5300—5399)

54 Defense Logistics Agency, Department of Defense (Part 5452)

57 African Development Foundation (Parts 5700—5799)

61 General Services Administration Board of Contract Appeals (Parts 6100—6199)

63 Department of Transportation Board of Contract Appeals (Parts 6300—6399)

99 Cost Accounting Standards Board, Office of Federal Procurement Policy, Office of Management and Budget (Parts 9900—9999)

Title 49—Transportation

SUBTITLE A—Office of the Secretary of Transportation (Parts 1—99)

SUBTITLE B—Other Regulations Relating to Transportation

I Research and Special Programs Administration, Department of Transportation (Parts 100—199)

II Federal Railroad Administration, Department of Transportation (Parts 200—299)

III Federal Highway Administration, Department of Transportation (Parts 300—399)

IV Coast Guard, Department of Transportation (Parts 400—499)

V National Highway Traffic Safety Administration, Department of Transportation (Parts 500—599)

VI Federal Transit Administration, Department of Transportation (Parts 600—699)

VII National Railroad Passenger Corporation (AMTRAK) (Parts 700—799)

VIII National Transportation Safety Board (Parts 800—999)

X Surface Transportation Board, Department of Transportation (Parts 1000—1399)

Title 50—Wildlife and Fisheries

Chap.

I United States Fish and Wildlife Service, Department of the Interior (Parts 1—199)

II National Marine Fisheries Service, National Oceanic and Atmospheric Administration, Department of Commerce (Parts 200—299)

III International Regulatory Agencies (Fishing and Whaling) (Parts 300—399)

IV Joint Regulations (United States Fish and Wildlife Service, Department of the Interior and National Marine Fisheries Service, National Oceanic and Atmospheric Administration, Department of Commerce); Endangered Species Committee Regulations (Parts 400—499)

V Marine Mammal Commission (Parts 500—599)

VI Fishery Conservation and Management, National Oceanic and Atmospheric Administration, Department of Commerce (Parts 600—699)

CFR Index and Finding Aids

Subject/Agency Index

List of Agency Prepared Indexes

Parallel Tables of Statutory Authorities and Rules

Acts Requiring Publication in the Federal Register

List of CFR Titles, Chapters, Subchapters, and Parts

Alphabetical List of Agencies Appearing in the CFR

Alphabetical List of Agencies Appearing in the CFR

(Revised as of September 30, 1996)

Agency	CFR Title, Subtitle or Chapter
ACTION	45, XII
Administrative Committee of the Federal Register	1, I
Advanced Research Projects Agency	32, I
Advisory Commission on Intergovernmental Relations	5, VII
Advisory Committee on Federal Pay	5, IV
Advisory Council on Historic Preservation	36, VIII
African Development Foundation	22, XV
Federal Acquisition Regulation	48, 57
Agency for International Development	22, II
Federal Acquisition Regulation	48, 7
Agricultural Marketing Service	7, I, IX, X, XI
Agricultural Research Service	7, V
Agriculture Department	
Agricultural Marketing Service	7, I, IX, X, XI
Agricultural Research Service	7, V
Animal and Plant Health Inspection Service	7, III; 9, I
Commodity Credit Corporation	7, XIV
Cooperative State Research, Education, and Extension Service	7, XXXIV
Economic Analysis Staff	7, XXXIX
Economic Research Service	7, XXXVII
Economics Management Staff	7, XL
Energy, Office of	7, XXIX
Environmental Quality, Office of	7, XXXI
Farm Service Agency	7, VII, XVIII
Federal Acquisition Regulation	48, 4
Federal Crop Insurance Corporation	7, IV
Finance and Management, Office of	7, XXX
Food and Consumer Service	7, II
Food Safety and Inspection Service	9, III
Foreign Agricultural Service	7, XV
Forest Service	36, II
Grain Inspection, Packers and Stockyards Administration	7, VIII; 9, II
Information Resources Management, Office of	7, XXVII
Inspector General, Office of	7, XXVI
National Agricultural Library	7, XLI
National Agricultural Statistics Service	7, XXXVI
Natural Resources Conservation Service	7, VI
Operations, Office of	7, XXVIII
Rural Business-Cooperative Service	7, XVIII, XLII
Rural Development Administration	7, XLII
Rural Housing Service	7, XVIII
Rural Telephone Bank	7, XVI
Rural Utilities Service	7, XVII, XVIII, XLII
Secretary of Agriculture, Office of	7, Subtitle A
Transportation, Office of	7, XXXIII
World Agricultural Outlook Board	7, XXXVIII
Air Force Department	32, VII
Federal Acquisition Regulation Supplement	48, 53
Alaska Natural Gas Transportation System, Office of the Federal Inspector	10, XV
Alcohol, Tobacco and Firearms, Bureau of	27, I
AMTRAK	49, VII

Agency	CFR Title, Subtitle or Chapter
American Battle Monuments Commission	36, IV
Animal and Plant Health Inspection Service	7, III; 9, I
Appalachian Regional Commission	5, IX
Architectural and Transportation Barriers Compliance Board	36, XI
Arctic Research Commission	45, XXIII
Arms Control and Disarmament Agency, United States	22, VI
Army Department	32, V
Engineers, Corps of	33, II; 36, III
Federal Acquisition Regulation	48, 51
Assassination Records Review Board	36, XIV
Benefits Review Board	20, VII
Bilingual Education and Minority Languages Affairs, Office of	34, V
Blind or Severely Disabled, Committee for Purchase From People Who Are	41, 51
Board for International Broadcasting	22, XIII
Census Bureau	15, I
Central Intelligence Agency	32, XIX
Child Support Enforcement, Office of	45, III
Children and Families, Administration for	45, II, III, IV, X
Christopher Columbus Quincentenary Jubilee Commission	45, XXII
Civil Rights, Commission on	45, VII
Civil Rights, Office for	34, I
Coast Guard	33, I; 46, I; 49, IV
Commerce Department	44, IV
Census Bureau	15, I‘
Economic Affairs, Under Secretary	37, V
Economic Analysis, Bureau of	15, VIII
Economic Development Administration	13, III
Emergency Management and Assistance	44, IV
Export Administration, Bureau of	15, VII
Federal Acquisition Regulation	48, 13
Fishery Conservation and Management	50, VI
Foreign-Trade Zones Board	15, IV
International Trade Administration	15, III; 19, III
National Institute of Standards and Technology	15, II
National Marine Fisheries Service	50, II, IV
National Oceanic and Atmospheric Administration	15, IX; 50, II, III, IV, VI
National Telecommunications and Information Administration	15, XXIII; 47, III
National Weather Service	15, IX
Patent and Trademark Office	37, I
Productivity, Technology and Innovation, Assistant Secretary for	37, IV
Secretary of Commerce, Office of	15, Subtitle A
Technology, Under Secretary for	37, V
Technology Administration	15, XI
Technology Policy, Assistant Secretary for	37, IV
Commercial Space Transportation	14, III
Commodity Credit Corporation	7, XIV
Commodity Futures Trading Commission	5, XLI; 17, I
Community Planning and Development, Office of Assistant Secretary for	24, V, VI
Community Services, Office of	45, X
Comptroller of the Currency	12, I
Construction Industry Collective Bargaining Commission	29, IX
Consumer Product Safety Commission	16, II
Cooperative State Research, Education, and Extension Service	7, XXXIV
Copyright Office	37, II
Cost Accounting Standards Board	48, 99
Council on Environmental Quality	40, V
Customs Service, United States	19, I
Defense Contract Audit Agency	32, I
Defense Department	5, XXVI; 32, Subtitle A
Advanced Research Projects Agency	32, I
Air Force Department	32, VII
Army Department	32, V; 33, II; 36, III, 48, 51

Agency	CFR Title, Subtitle or Chapter
Defense Intelligence Agency	32, I
Defense Logistics Agency	32, I, XII; 48, 54
Defense Mapping Agency	32, I
Engineers, Corps of	33, II; 36, III
Federal Acquisition Regulation	48, 2
Navy Department	32, VI; 48, 52
Secretary of Defense, Office of	32, I
Defense Contract Audit Agency	32, I
Defense Intelligence Agency	32, I
Defense Logistics Agency	32, XII; 48, 54
Defense Mapping Agency	32, I
Defense Nuclear Facilities Safety Board	10, XVII
Delaware River Basin Commission	18, III
Drug Enforcement Administration	21, II
East-West Foreign Trade Board	15, XIII
Economic Affairs, Under Secretary	37, V
Economic Analysis, Bureau of	15, VIII
Economic Analysis Staff	7, XXXIX
Economic Development Administration	13, III
Economics Management Staff	7, XL
Economic Research Service	7, XXXVII
Education, Department of	5, LIII
Bilingual Education and Minority Languages Affairs, Office of	34, V
Civil Rights, Office for	34, I
Educational Research and Improvement, Office of	34, VII
Elementary and Secondary Education, Office of	34, II
Federal Acquisition Regulation	48, 34
Postsecondary Education, Office of	34, VI
Secretary of Education, Office of	34, Subtitle A
Special Education and Rehabilitative Services, Office of	34, III
Vocational and Adult Education, Office of	34, IV
Educational Research and Improvement, Office of	34, VII
Elementary and Secondary Education, Office of	34, II
Employees' Compensation Appeals Board	20, IV
Employees Loyalty Board	5, V
Employment and Training Administration	20, V
Employment Standards Administration	20, VI
Endangered Species Committee	50, IV
Energy, Department of	5, XXIII; 10, II, III, X
Federal Acquisition Regulation	48, 9
Federal Energy Regulatory Commission	5, XXIV; 18, I
Property Management Regulations	41, 109
Energy, Office of	7, XXIX
Engineers, Corps of	33, II; 36, III
Engraving and Printing, Bureau of	31, VI
Enrichment Corporation, United States	10, XI
Environmental Protection Agency	5, LIV; 40, I
Federal Acquisition Regulation	48, 15
Property Management Regulations	41, 115
Environmental Quality, Office of	7, XXXI
Equal Employment Opportunity Commission	5, LXII; 29, XIV
Equal Opportunity, Office of Assistant Secretary for	24, I
Executive Office of the President	3, I
Administration, Office of	5, XV
Environmental Quality, Council on	40, V
Management and Budget, Office of	25, III, LXXVII; 48, 99
National Drug Control Policy, Office of	21, III
National Security Council	32, XXI; 47, 2
Presidential Documents	3
Science and Technology Policy, Office of	32, XXIV; 47, II
Trade Representative, Office of the United States	15, XX
Export Administration, Bureau of	15, VII
Export-Import Bank of the United States	5, LII; 12, IV
Family Assistance, Office of	45, II
Farm Credit Administration	5, XXXI; 12, VI
Farm Credit System Insurance Corporation	5, XXX; 12, XIV

Agency	CFR Title, Subtitle or Chapter
Farm Service Agency	7, VII, XVIII
Farmers Home Administration	7, XVIII
Federal Acquisition Regulation	48, 1
Federal Aviation Administration	14, I
Commercial Space Transportation	14, III
Federal Claims Collection Standards	4, II
Federal Communications Commission	47, I
Federal Contract Compliance Programs, Office of	41, 60
Federal Crop Insurance Corporation	7, IV
Federal Deposit Insurance Corporation	5, XXII; 12, III
Federal Election Commission	11, I
Federal Emergency Management Agency	44, I
Federal Acquisition Regulation	48, 44
Federal Employees Group Life Insurance Federal Acquisition Regulation	48, 21
Federal Employees Health Benefits Acquisition Regulation	48, 16
Federal Energy Regulatory Commission	5, XXIV; 18, I
Federal Financial Institutions Examination Council	12, XI
Federal Financing Bank	12, VIII
Federal Highway Administration	23, I, II; 49, III
Federal Home Loan Mortgage Corporation	1, IV
Federal Housing Enterprise Oversight Office	12, XVII
Federal Housing Finance Board	12, IX
Federal Inspector for the Alaska Natural Gas Transportation System, Office of	10, XV
Federal Labor Relations Authority, and General Counsel of the Federal Labor Relations Authority	5, XIV; 22, XIV
Federal Law Enforcement Training Center	31, VII
Federal Maritime Commission	46, IV
Federal Mediation and Conciliation Service	29, XII
Federal Mine Safety and Health Review Commission	5, LXXIV; 29, XXVII
Federal Pay, Advisory Committee on	5, IV
Federal Prison Industries, Inc.	28, III
Federal Procurement Policy Office	48, 99
Federal Property Management Regulations	41, 101
Federal Property Management Regulations System	41, Subtitle C
Federal Railroad Administration	49, II
Federal Register, Administrative Committee of	1, I
Federal Register, Office of	1, II
Federal Reserve System	12, II
Federal Retirement Thrift Investment Board	5, VI, LXXVI
Federal Service Impasses Panel	5, XIV
Federal Trade Commission	5, XLVII; 16, I
Federal Transit Administration	49, VI
Federal Travel Regulation System	41, Subtitle F
Finance and Management, Office of	7, XXX
Fine Arts, Commission on	45, XXI
Fiscal Service	31, II
Fish and Wildlife Service, United States	50, I, IV
Fishery Conservation and Management	50, VI
Fishing and Whaling, International Regulatory Agencies	50, III
Food and Drug Administration	21, I
Food and Consumer Service	7, II
Food Safety and Inspection Service	9, III
Foreign Agricultural Service	7, XV
Foreign Assets Control, Office of	31, V
Foreign Claims Settlement Commission of the United States	45, V
Foreign Service Grievance Board	22, IX
Foreign Service Impasse Disputes Panel	22, XIV
Foreign Service Labor Relations Board	22, XIV
Foreign-Trade Zones Board	15, IV
Forest Service	36, II
General Accounting Office	4, I, II
General Services Administration	
Contract Appeals, Board of	48, 61
Federal Acquisition Regulation	48, 5
Federal Property Management Regulations System	41, 101, 105

Agency	CFR Title, Subtitle or Chapter
Federal Travel Regulation System	41, Subtitle F
Payment From a Non-Federal Source for Travel Expenses	41, 304
Payment of Expenses Connected With the Death of Certain Employees	41, 303
Relocation Allowances	41, 302
Travel Allowances	41, 301
Geological Survey	30, IV
Government Ethics, Office of	5, XVI
Government National Mortgage Association	24, III
Grain Inspection, Packers and Stockyards Administration	7, VIII; 9, II
Great Lakes Pilotage	46, III
Harry S. Truman Scholarship Foundation	45, XVIII
Health and Human Services, Department of	5, XLV; 45, Subtitle A
Child Support Enforcement, Office of	45, III
Children and Families, Administration for	45, II, III, IV, X
Community Services, Office of	45, X
Family Assistance, Office of	45, II
Federal Acquisition Regulation	48, 3
Food and Drug Administration	21, I
Health Care Financing Administration	42, IV
Human Development Services, Office of	45, XIII
Indian Health Service	25, V
Inspector General (Health Care), Office of	42, V
Public Health Service	42, I
Refugee Resettlement, Office of	45, IV
Health Care Financing Administration	42, IV
Housing and Urban Development, Department of	5, LXV; 24, Subtitle B
Community Planning and Development, Office of Assistant Secretary for	24, V, VI
Equal Opportunity, Office of Assistant Secretary for	24, I
Federal Acquisition Regulation	48, 24
Federal Housing Enterprise Oversight, Office of	12, XVII
Government National Mortgage Association	24, III
Housing—Federal Housing Commissioner, Office of Assistant Secretary for	24, II, VIII, X, XX
Inspector General, Office of	24, XII
Public and Indian Housing, Office of Assistant Secretary for	24, IX
Secretary, Office of	24, Subtitle A, VII
Housing—Federal Housing Commissioner, Office of Assistant Secretary for	24, II, VIII, X, XX
Human Development Services, Office of	45, XIII
Immigration and Naturalization Service	8, I
Independent Counsel, Office of	28, VII
Indian Affairs, Bureau of	25, I, V
Indian Affairs, Office of the Assistant Secretary	25, VI
Indian Arts and Crafts Board	25, II
Indian Health Service	25, V
Information Agency, United States	22, V
Federal Acquisition Regulation	48, 19
Information Resources Management, Office of	7, XXVII
Information Security Oversight Office, National Archives and Records Administration	32, XX
Inspector General	
Agriculture Department	7, XXVI
Health and Human Services Department	42, V
Housing and Urban Development Department	24, XII
Institute of Peace, United States	22, XVII
Inter-American Foundation	5, LXIII; 22, X
Intergovernmental Relations, Advisory Commission on	5, VII
Interior Department	
Endangered Species Committee	50, IV
Federal Acquisition Regulation	48, 14
Federal Property Management Regulations System	41, 114
Fish and Wildlife Service, United States	50, I, IV
Geological Survey	30, IV
Indian Affairs, Bureau of	25, I, V
Indian Affairs, Office of the Assistant Secretary	25, VI

Agency	CFR Title, Subtitle or Chapter
Indian Arts and Crafts Board	25, II
Land Management, Bureau of	43, II
Minerals Management Service	30, II
Mines, Bureau of	30, VI
National Indian Gaming Commission	25, III
National Park Service	36, I
Reclamation, Bureau of	43, I
Secretary of the Interior, Office of	43, Subtitle A
Surface Mining and Reclamation Appeals, Board of	30, III
Surface Mining Reclamation and Enforcement, Office of	30, VII
Internal Revenue Service	26, I
International Boundary and Water Commission, United States and Mexico, United States Section	22, XI
International Development, Agency for	22, II
Federal Acquisition Regulation	48, 7
International Development Cooperation Agency, United States	22, XII
International Development, Agency for	22, II; 48, 7
Overseas Private Investment Corporation	5, XXXIII; 22, VII
International Investment, Office of	31, VIII
International Joint Commission, United States and Canada	22, IV
International Organizations Employees Loyalty Board	5, V
International Regulatory Agencies (Fishing and Whaling)	50, III
International Trade Administration	15, III; 19, III
International Trade Commission, United States	19, II
Interstate Commerce Commission	5, XL
James Madison Memorial Fellowship Foundation	45, XXIV
Japan–United States Friendship Commission	22, XVI
Joint Board for the Enrollment of Actuaries	20, VIII
Justice Department	28, I
Drug Enforcement Administration	21, II
Federal Acquisition Regulation	48, 28
Federal Claims Collection Standards	4, II
Federal Prison Industries, Inc.	28, III
Foreign Claims Settlement Commission of the United States	45, V
Immigration and Naturalization Service	8, I
Offices of Independent Counsel	28, VI
Prisons, Bureau of	28, V
Property Management Regulations	41, 128
Labor Department	
Benefits Review Board	20, VII
Employees' Compensation Appeals Board	20, IV
Employment and Training Administration	20, V
Employment Standards Administration	20, VI
Federal Acquisition Regulation	48, 29
Federal Contract Compliance Programs, Office of	41, 60
Federal Procurement Regulations System	41, 50
Labor-Management Relations and Cooperative Programs, Bureau of	29, II
Labor-Management Programs, Office of	29, IV
Mine Safety and Health Administration	30, I
Occupational Safety and Health Administration	29, XVII
Pension and Welfare Benefits Administration	29, XXV
Public Contracts	41, 50
Secretary of Labor, Office of	29, Subtitle A
Veterans' Employment and Training, Office of the Assistant Secretary for	41, 61; 20, IX
Wage and Hour Division	29, V
Workers' Compensation Programs, Office of	20, I
Labor-Management Relations and Cooperative Programs, Bureau of	29, II
Labor-Management Programs, Office of	29, IV
Land Management, Bureau of	43, II
Legal Services Corporation	45, XVI
Library of Congress	36, VII
Copyright Office	37, II

Agency	CFR Title, Subtitle or Chapter
Management and Budget, Office of	5, III, LXXVII; 48, 99
Marine Mammal Commission	50, V
Maritime Administration	46, II
Merit Systems Protection Board	5, II
Micronesian Status Negotiations, Office for	32, XXVII
Mine Safety and Health Administration	30, I
Minerals Management Service	30, II
Mines, Bureau of	30, VI
Minority Business Development Agency	15, XIV
Miscellaneous Agencies	1, IV
Monetary Offices	31, I
National Aeronautics and Space Administration	5, LIX; 14, V
Federal Acquisition Regulation	48, 18
National Agricultural Library	7, XLI
National Agricultural Statistics Service	7, XXXVI
National Archives and Records Administration	5, LXVI; 36, XII
Information Security Oversight Office	32, XX
National Bureau of Standards	15, II
National Capital Planning Commission	1, IV
National Commission for Employment Policy	1, IV
National Commission on Libraries and Information Science	45, XVII
National and Community Service, Corporation for	45, XXV
National Council on Disability	34, XII
National Credit Union Administration	12, VII
National Drug Control Policy, Office of	21, III
National Foundation on the Arts and the Humanities	45, XI
National Highway Traffic Safety Administration	23, II, III; 49, V
National Indian Gaming Commission	25, III
National Institute for Literacy	34, XI
National Institute of Standards and Technology	15, II
National Labor Relations Board	29, I
National Marine Fisheries Service	50, II, IV
National Mediation Board	29, X
National Oceanic and Atmospheric Administration	15, IX; 50, II, III, IV, VI
National Park Service	36, I
National Railroad Adjustment Board	29, III
National Railroad Passenger Corporation (AMTRAK)	49, VII
National Science Foundation	45, VI
Federal Acquisition Regulation	48, 25
National Security Council	32, XXI
National Security Council and Office of Science and Technology Policy	47, II
National Telecommunications and Information Administration	15, XXIII; 47, III
National Transportation Safety Board	49, VIII
National Weather Service	15, IX
Natural Resources Conservation Service	7, VI
Navajo and Hopi Indian Relocation, Office of	25, IV
Navy Department	32, VI
Federal Acquisition Regulation	48, 52
Neighborhood Reinvestment Corporation	24, XXV
Nuclear Regulatory Commission	5, XLVIII; 10, I
Federal Acquisition Regulation	48, 20
Occupational Safety and Health Administration	29, XVII
Occupational Safety and Health Review Commission	29, XX
Offices of Independent Counsel	28, VI
Operations Office	7, XXVIII
Overseas Private Investment Corporation	5, XXXIII; 22, VII
Panama Canal Commission	48, 35
Panama Canal Regulations	35, I
Patent and Trademark Office	37, I
Payment From a Non-Federal Source for Travel Expenses	41, 304
Payment of Expenses Connected With the Death of Certain Employees	41, 303
Peace Corps	22, III
Pennsylvania Avenue Development Corporation	36, IX
Pension and Welfare Benefits Administration	29, XXV

Agency	CFR Title, Subtitle or Chapter
Pension Benefit Guaranty Corporation	29, XL
Personnel Management, Office of	5, I; 45, VIII
Federal Acquisition Regulation	48, 17
Federal Employees Group Life Insurance Federal Acquisition Regulation	48, 21
Federal Employees Health Benefits Acquisition Regulation	48, 16
Postal Rate Commission	5, XLVI; 39, III
Postal Service, United States	5, LX; 39, I
Postsecondary Education, Office of	34, VI
President's Commission on White House Fellowships	1, IV
Presidential Commission on the Assignment of Women in the Armed Forces	32, XXIX
Presidential Documents	3
Prisons, Bureau of	28, V
Productivity, Technology and Innovation, Assistant Secretary	37, IV
Public Contracts, Department of Labor	41, 50
Public and Indian Housing, Office of Assistant Secretary for	24, IX
Public Health Service	42, I
Railroad Retirement Board	20, II
Reclamation, Bureau of	43, I
Refugee Resettlement, Office of	45, IV
Regional Action Planning Commissions	13, V
Relocation Allowances	41, 302
Research and Special Programs Administration	49, I
Rural Business-Cooperative Service	7, XVIII, XLII
Rural Development Administration	7, XLII
Rural Housing Service	7, XVIII
Rural Telephone Bank	7, XVI
Rural Utilities Service	7, XVII, XVIII, XLII
Saint Lawrence Seaway Development Corporation	33, IV; 46, III
Science and Technology Policy, Office of	32, XXIV
Science and Technology Policy, Office of, and National Security Council	47, II
Secret Service	31, IV
Securities and Exchange Commission	17, II
Selective Service System	32, XVI
Small Business Administration	13, I
Smithsonian Institution	36, V
Social Security Administration	20, III; 48, 23
Soldiers' and Airmen's Home, United States	5, XI
Special Counsel, Office of	5, VIII
Special Education and Rehabilitative Services, Office of	34, III
State Department	22, I
Federal Acquisition Regulation	48, 6
Surface Mining and Reclamation Appeals, Board of	30, III
Surface Mining Reclamation and Enforcement, Office of	30, VII
Surface Transportation Board	49, X
Susquehanna River Basin Commission	18, VIII
Technology Administration	15, XI
Technology Policy, Assistant Secretary for	37, IV
Technology, Under Secretary for	37, V
Tennessee Valley Authority	5, LXIX; 18, XIII
Thrift Depositor Protection Oversight Board	12, XV
Thrift Supervision Office, Department of the Treasury	12, V
Trade Representative, United States, Office of	15, XX
Transportation, Department of	5, L
Coast Guard	33, I; 46, I; 49, IV
Commercial Space Transportation	14, III
Contract Appeals, Board of	48, 63
Emergency Management and Assistance	44, IV
Federal Acquisition Regulation	48, 12
Federal Aviation Administration	14, I
Federal Highway Administration	23, I, II; 49, III
Federal Railroad Administration	49, II
Federal Transit Administration	49, VI
Maritime Administration	46, II

Agency	CFR Title, Subtitle or Chapter
National Highway Traffic Safety Administration	23, II, III; 49, V
Research and Special Programs Administration	49, I
Saint Lawrence Seaway Development Corporation	33, IV; 46, III
Secretary of Transportation, Office of	14, II; 49, Subtitle A
Surface Transportation Board	49, X
Transportation, Office of	7, XXXIII
Travel Allowances	41, 301
Treasury Department	5, XXI; 17, IV
Alcohol, Tobacco and Firearms, Bureau of	27, I
Community Development Financial Institutions Fund	12, XVIII
Comptroller of the Currency	12, I
Customs Service, United States	19, I
Engraving and Printing, Bureau of	31, VI
Federal Acquisition Regulation	48, 10
Federal Law Enforcement Training Center	31, VII
Fiscal Service	31, II
Foreign Assets Control, Office of	31, V
Internal Revenue Service	26, I
International Investment, Office of	31, VIII
Monetary Offices	31, I
Secret Service	31, IV
Secretary of the Treasury, Office of	31, Subtitle A
Thrift Supervision, Office of	12, V
Truman, Harry S. Scholarship Foundation	45, XVIII
United States and Canada, International Joint Commission	22, IV
United States and Mexico, International Boundary and Water Commission, United States Section	22, XI
United States Enrichment Corporation	10, XI
Utah Reclamation Mitigation and Conservation Commission	43, III
Veterans Affairs Department	38, I
Federal Acquisition Regulation	48, 8
Veterans' Employment and Training, Office of the Assistant Secretary for	41, 61; 20, IX
Vice President of the United States, Office of	32, XXVIII
Vocational and Adult Education, Office of	34, IV
Wage and Hour Division	29, V
Water Resources Council	18, VI
Workers' Compensation Programs, Office of	20, I
World Agricultural Outlook Board	7, XXXVIII

List of CFR Sections Affected

All changes in this volume of the Code of Federal Regulations which were made by documents published in the FEDERAL REGISTER since January 1, 1986, are enumerated in the following list. Entries indicate the nature of the changes effected. Page numbers refer to Federal Register pages. The user should consult the entries for chapters and parts as well as sections for revisions.

For the period before January 1, 1986, see the ''List of CFR Sections Affected, 1973–1985,'' published in four separate volumes.

1986

48 CFR

51 FR Page

Chapter 2

Chapter 2 Revised 46053
252.217–7242 Amended; interim 28945
Eff. 8–1–86 29231
252.217–7270 Confirmed 19553
252.222–7002 Added; interim 4502
Revised 43355
252.223–7001 Added; interim 28945
Eff. 8–1–86 29231
252.223–7002 Added; interim 28946
Eff. 8–1–86 29231
Introductory text corrected 31765
252.223–7003 Added; interim eff. to 9–30–88 42097
252.228–7007 Correctly removed 31765
252.232–7004 Amended; interim 43211
252.232–7005 Added 13514
Effective date corrected 16042
Added; interim 43211
252.232–7006 Added 13514
Effective date corrected 16042
Added; interim 43212
252.232–7007 Added 13514
Effective date corrected 16042
Corrected 18587, 20651
Added; interim 43212
252.242–7003 Revised 13518
Technical correction 16042
253.270 Amended; interim 43210

1987

48 CFR

52 FR Page

Chapter 2

252.203–7001 Added 34789
252.203–7002 Added; interim 12386
Corrected 19870
252.203–7003 Added 34387
252.204–7006 Added; interim eff. to 1–31–88 4319
252.204–7007 Added 36421
252.205–7000 Added; interim 12387
252.215–7001 Added; interim 11277
Introductory text corrected 13447
Redesignated as 252.215–7002; new 252.215–7001 added 26347
252.215–7002 Redesignated from 252.215–7001 26347
252.217–7220 Removed 34789
252.217–7270 Amended 11077, 34789
252.219–7005 Added; interim 16267
Correctly designated; heading and text corrected 19871
Correctly designated; text corrected 22415
252.219–7006 Added; interim 16267
Corrected 19871
252.223–7003 added; interim eff. to 9–30–88 36775
252.225–7023 Added 49415
252.227–7013 Revised 12405
Corrected 36423
252.227–7014—252.227–7015 Removed 12405
252.227–7016 Revised 12407
Corrected 36423

48 CFR—Continued

52 FR Page

Chapter 2 —Continued
252.227–7017 Revised 12407
Corrected 36423
252.227–7018 Revised 12407
Corrected 36423
252.227–7019 Revised 12408
252.227–7020 Revised 12408
Corrected 36423
252.227–7021 Revised 12408
Corrected 36423
252.227–7022 Revised 12408
252.227–7023 Revised 12408
Corrected 36423
252.227–7024 Revised 12409
Corrected 36423
252.227–7025 Revised 12409
Corrected 36423
252.227–7026 Revised 12411
Corrected 36423
252.227–7027 Revised 12411
Corrected 36423
252.227–7028 Revised 12411
252.227–7029 Revised 12411
252.227–7030 Revised 12411
252.227–7031 Revised 12411
252.227–7032 Revised 12411
252.227–7033 Revised 12412
252.227–7034 Revised 12412
252.227–7035 Added 12412
252.227–7036 Added 12412
252.227–7037 Added 12412
252.231–7001 Added 5772
Corrected 23836
252.231–7002 Added 5772
252.232–7005 Added; interim 30369
252.232–7006 Added; interim 30369
252.245–7000 Added; interim 12390
Removed 49415
253.204–70 Added 36421
253.270 Amended; final 28716
Amended 33415, 39536
Chapter 2 Unpublished DAR Supplement No. 3 amended 39536
Chapter 2 Unpublished DAR Supplement No. 6 amended 34789

1988

48 CFR

53 FR Page

Chapter 2
252 Technical correction 44975
252.203–7001 (b) amended 38184
252.203–7002 Addition confirmed and amended 38239
252.204–7004 Introductory text amended 34104

48 CFR—Continued

53 FR Page

Chapter 2 —Continued
252.204–7005 Revised 34104
(a) amended 50417
252.204–7006 Addition confirmed 38176
Removed 38248
252.204–7007 Introductory text amended 34104
Introductory text corrected 50417
252.204–7008 Added 51561
252.205–7000 Addition confirmed; amended 10250
Addition confirmed 38196
Amended 38239
252.208–7006 Added; interim 29334
252.209–7000 Added 38196
252.209–7001 Added 20632
252.210–7001 Heading and text amended 38176
252.210–7002 Heading and text amended 38176
252.210–7005 Added 35202
252.214–7000 Removed 38176
252.214–7001 Added 38176
252.215–7002 Addition confirmed 38176
252.215–7003 Added 8910
Corrected 11073
252.217–7129 Removed 38248
252.217–7264 Amended 38248
252.219–7000 Revised; interim 5128
Revision confirmed 20630
Amended 20630
Correctly designated 22609
252.219–7005 Revised; interim 5129
Revision confirmed 20630
Amended 20631
252.219–7006 Revised; interim 5129
Revision confirmed 20630
Amended 20631
252.219–7007 Added; interim 5129
Addition confirmed 20630
Heading and text amended 20631
Heading corrected 50417
252.219–7008 Added; interim 5129
Addition confirmed 20630
Removal; interim 20631
Regulation at 53 FR 20626 confirmed 50417
252.219–7009 Added; interim 5130
Addition confirmed 20630
Amended 20631
Correctly designated 22426
252.219–7010 Added; interim 5130
Addition confirmed 20630
Amended 20631

48 CFR—Continued

53 FR Page

Chapter 2 —Continued

252.219–7011 Added; interim 5131
Addition confirmed 20630
252.223–7001 Amended..... 38205
252.223–7003 Addition interim effectiveness extended to 1–1–89..... 32620
Addition confirmed 38239
252.223–7500 Added; eff. 10–31–88..... 37765
252.225–7007 Amended..... 38239
252.225–7010 Amended..... 38248
252.225–7022 Added 38184
252.225–7023 Revised..... 38248
252.225–7026 Added..... 9119
Correctly designated 10250
252.225–7027 Added..... 9119
Correctly designated 10250
252.226–7000 Added; interim 5131
Addition confirmed 20630
Amended 20631
252.226–7001 Added 20631
252.227–7013 Revised; interim 10789
Introductory text amended 20634
Revision confirmed 38234
Revised; interim 43709
Regulation at 53 FR 43709 confirmed; corrected..... 50417
252.227–7016—252.227–7017 Removed; interim 10789
Removal confirmed 38234
252.227–7018 Revised; interim 10793
Revision confirmed 38234
Revised; interim 43714
Regulation at 53 FR 43714 confirmed..... 50417
252.227–7019—252.227–7024 Revised; interim 10794
Revision confirmed 38234
252.227–7019 Revised; interim 43714
Regulation at 53 FR 43714 confirmed..... 50417
252.227–7020 Republished; interim 43714
Regulation at 53 FR 43714 confirmed; corrected..... 50417
252.227–7021 Revised; interim 43715
Regulation at 53 FR 43714 confirmed..... 50417
252.227–7022—252.227–7024 Republished; interim..... 43715
252.227–7022 Regulation at 53 FR 43715 confirmed; corrected 50417
252.227–7023 Regulation at 53 FR 43715 confirmed..... 50417
252.227–7024 Regulation at 53 FR 43715 confirmed..... 50417

48 CFR—Continued

53 FR Page

Chapter 2 —Continued

252.227–7025 Removed; interim 10789
Removal confirmed 38234
252.227–7026—252.227–7034 Revised; interim 10795
Revision confirmed 38234
Republished; interim 43715
252.227–7026 Regulation at 53 FR 43715 confirmed..... 50417
252.227–7027 Regulation at 53 FR 43715 confirmed..... 50417
252.227–7028 Revised; interim 43715
Regulation at 53 FR 43715 confirmed; (a) corrected..... 50417
252.227–7029 Revised; interim 43716
Regulation at 53 FR 43716 confirmed..... 50417
252.227–7030 Revised; interim 43716
Regulation at 53 FR 43716 confirmed..... 50417
252.227–7031 Revised; interim 43716
Regulation at 53 FR 43716 confirmed..... 50417
252.227–7032—252.227–7034 Republished; interim..... 43716
252.227–7032 Regulation at 53 FR 43716 confirmed..... 50417
252.227–7033 Regulation at 53 FR 43716 confirmed..... 50417
252.227–7034 Regulation at 53 FR 43716 confirmed..... 50417
252.227–7035—252.227–7037 Revised; interim 10796
Revision confirmed 38234
252.227–7035 Removed; interim 43709
252.227–7036 Revised; interim 43716
Regulation at 53 FR 43716 confirmed..... 50417
252.227–7037 Republished; interim 43716
Regulation at 53 FR 43717 confirmed; corrected..... 50417
252.227–7038 Added; interim 10797
Addition confirmed 38234
Removed; interim..... 43709
252.228–7005 Removed..... 38184
252.231–7001 Addition confirmed and amended..... 38239
252.231–7002 Addition confirmed 38239
Amended 38240
252.232–7000 Removed 3752
252.232–7004 Revised; interim 35512
Amended 38186
252.232–7005 Revised..... 38186
252.232–7006 Revised..... 38187

48 CFR—Continued

53 FR Page

Chapter 2 —Continued

252.232–7007 Added 38187
252.236–7002 Amended..... 38176
252.236–7007 Removed..... 38197
252.236–7015 Removed..... 38248
252.245–7000 Added 50417
252.246–7001 Amended..... 38248
252.247–7100 Amended..... 38184
252.247–7102 Removed..... 38184
252.247–7103 Removed; new 252.247–7103 redesignated from 252.247–7104 and revised 38184
252.247–7104 Redesignated as 252.247–7103 and revised; new 252.247–7104 redesignated from 252.247–7105 and revised 38184
252.247–7105 Redesignated as 252.247–7104 and revised; new 252.247–7105 redesignated from 252.247–7106 38184
252.247–7106 Redesignated as 252.247–7105; new 252.247–7106 redesignated from 252.247–7107..... 38184
252.247–7107 Redesignated as 252.247–7106; new 252.247–7107 redesignated from 252.247–7108..... 38184
252.247–7108 Redesignated as 252.247–7107; new 252.247–7108 redesignated from 252.247–7109..... 38184
252.247–7109 Redesignated as 252.247–7108; new 252.247–7109 redesignated from 252.247–7112 and amended..... 38184
252.247–7110 Removed; new 252.247–7110 redesignated from 252.247–7115 and amended..... 38184
252.247–7111 Removed..... 38184
Redesignated from 252.247–7116 and amended..... 38185
252.247–7112 Redesignated as 252.247–7109 and amended..... 38184
Redesignated from 252.247–7120 and amended..... 38185
252.247–7113 Removed; new 252.247–7113 redesignated from 252.247–7114 38184
252.247–7114 Redesignated as 252.247–7113 38184
Redesignated from 252.247–7121 and revised 38185
252.247–7115 Redesignated as 252.247–7110 and amended..... 38184

48 CFR—Continued

53 FR Page

Chapter 2 —Continued

252.247–7116 Redesignated as 252.247–7111 and amended..... 38185
252.247–7117 Removed..... 38185
252.247–7118 Removed..... 38185
252.247–7119 Removed..... 38185
252.247–7120 Redesignated as 252.247–7112 and amended..... 38185
252.247–7121 Redesignated as 252.247–7114 and revised 38185
252.270–7003 Amended..... 38176
252.270–7004 Amended..... 38176
252.270–7006 Amended..... 38201
252.270–7101 Amended..... 38197
252.270–7102 Amended..... 38197
252.270–7105 Amended..... 38197
252.270–7106 Amended..... 38197
252.270–7114 Amended..... 38197
252.270–7115 Amended..... 38197
252.270–7119 Amended..... 38197
252.270–7136 Amended..... 38197
252.270–7202 Amended..... 38197
252.270–7203 Amended..... 38197
252.270–7204 Amended..... 38197
253.105 Added 46459
253.170 Amended 46459
253.270 Amended 38185, 38201, 38249
253.270 Removed 46459
253 Editorial Note amended 46459; 50417
270.306 (b) amended 38197
270.322 (c)(3) amended 38197
270.324 Amended 38197, 38249
270.602 Heading and (b) revised; (a) amended; (c) and (d) added..... 50417
270.607 Heading revised; text amended..... 38197
270.1103 (a) (6) and (15) amended 38197
270.1401 (a) amended 38197
Chapter 2 Appendixes I, N, and T amended 38176
Appendix N revised 38218
Appendix A amended 38197
Appendix O removed..... 38198
Appendix T amended 38205
Appendixes I, N and T amended 38249
Appendix T revised 50417

48 CFR—Continued

53 FR Page

Chapter 2 —Continued
252 Technical correction.....32161, 34996
252.203–7001 Revised.....16119
252.205–7000 Amended.....7429, 46902
252.208–7006 Regulation at 53 FR 29334 confirmed and revised.....14655
Corrected.....16438–T
(a) and (e)(3) corrected.....20596
Introductory text amended.....31039
252.209–7001 Regulation at 53 FR 20632 confirmed.....53616
Revised.....53620
252.213–7000 Removed.....26208
252.213–7001 Redesignated as 252.247–7201 and amended.....26208
252.215–7003 Amended.....11725, 53620
252.219–7007 Amended.....31039
252.219–7010 Amended.....31039
252.219–7012 Added; interim.....4248
(b) redesignated as (c); new (b) added; interim.....7191
Comment time extended.....9807
Regulation at 54 FR 4248 confirmed.....26208
252.219–7013 Added; interim.....4248
Comment time extended.....9807
Regulation at 54 FR 4248 confirmed.....26208
252.219–7014 Added; interim.....4248
Comment time extended.....9807
252.219–7015 Regulation at 54 FR 4248 confirmed.....26208
252.222–7000 Removed.....30747
252.222–7001 Removed.....30747
252.223–7000 Removed.....30747
252.223–7003 Removed.....7429
252.223–7004 Added.....30747
252.223–7005 Added.....30747
252.225–7023 Amended.....7429
252.225–7024 Added.....7429
252.225–7026 Removed.....22283
252.225–7027 Removed.....22283
252.225–7028 Added.....16120, 53621
252.227–7013 Amended.....31039
252.228–7007 Added.....16120
252.232–7007 Amended.....53621
252.235–7002 Removed.....11725
252.235–7005 Amended.....11725–11726
252.236–7019 Added.....30747
252.242–7001 Added.....20596
252.247–7200 Removed.....16120
252.247–7201 Redesignated from 252.213–7001 and amended.....26208
252.247–7202 Added.....16120, 53621
252.247–7203 Added.....16121

48 CFR—Continued

53 FR Page

Chapter 2 —Continued
Introductory text, (a)(6), and (d) amended.....53621
252.247–7204 Added.....53621
252.271–7001 Added.....17727
Amended.....31039
253 Technical correction.....32161
253 Editorial Note amended....20596, 30748
271 Added.....11728
Technical correction.....32161
Chapter 2 Appendix T corrected.....2258
Appendix N amended.....7429
Appendix H amended.....36773
Appendix I amended.....36773
Appendix N revised.....36773
Appendix I corrected.....46902
Appendix N amended.....53621

1990

48 CFR

55 FR Page

Chapter 2
252.204–7004 Removed.....19080
Regulation at 55 FR 19080 confirmed.....48732
252.204–7007 Amended.....19080
Regulation at 55 FR 19080 confirmed.....48732
252.208–7005 Revised; interim.....48746
252.210–7001 Removed.....30159
252.215–7003 Corrected.....39971
252.217–7306 Amended.....19080
Regulation at 55 FR 19080 confirmed.....48732
252.219–7000 Amended.....30159
252.219–7005 Amended; interim.....19080
(b) amended.....30159
Regulation at 55 FR 19081 confirmed.....48732
252.219–7009 Amended.....19081
Regulation at 55 FR 19081 confirmed.....48732
252.219–7015 Added.....30159
252.219–7016 Added.....30160
252.223–7005 Amended.....19081, 30160
Regulation at 55 FR 19081 confirmed.....48732
252.223–7008 Regulation at 55 FR 19081 confirmed.....48732
252.225–7000 Revised; interim.....48746
252.225–7001 Revised; interim.....48746
252.225–7003 Introductory text amended; interim.....48747
252.225–7005 Revised; interim.....48747

48 CFR—Continued

55 FR Page

Chapter 2 —Continued
252.225–7006 (a)(xi)(5) amended 30160
Revised; interim 48747
252.225–7008 Amended.....19081
Revised; interim 48748
252.225–7009 Revised.....19081
Regulation at 55 FR 19081 confirmed.....48732
252.225–7014 Amended.....19081
Regulation at 55 FR 19081 confirmed.....48732
252.225–7018 Removed; interim 48749
252.225–7020 Removed; interim 48749
252.225–7021 Removed; interim 48749
252.225–7023 Amended; interim 30160
252.225–7025 Added; interim 48749
252.225–7026 Added; interim 48749
252.225–7029 Added; interim 48749
252.225–7030 Added; interim 48750
252.226–7002 Added; interim 48750
252.227–7039 Added 19081
Regulation at 55 FR 19081 confirmed.....48732
252.232–7004 Revised; interim 48750
252.233–7000 Amended.....19082, 30160
Regulation at 55 FR 19082 confirmed.....48732
252.243–7000 Amended.....19082
Regulation at 55 FR 19082 confirmed.....48732
252.247–7203 Amended.....19082
Regulation at 55 FR 19082 confirmed.....48732
252.252–7000 Removed.....30160
252.252–7001 Removed.....30160
252.252–7002 Removed.....30160
252.252–7003 Removed.....30160
Chapter 2 Appendix H removed 19082
Appendix I amended 19082
Appendix L removed.....30160
Appendix P removed.....30160
Appendixes H and I regulation at 55 FR 19082 confirmed 48732
Appendix N revised; interim 48750

1991

48 CFR

56 FR Page

Chapter 2
Chapter 2 Revised; eff. 12–31–91.....36284
252 Technical correction.....26719
252.203–7001 Amended; interim 9087
252.203–7002 Amended 9088
252.203–7004 Added; interim 24142

48 CFR—Continued

56 FR Page

Chapter 2 —Continued
252.208–7005 Regulation at 55 FR 48746 confirmed.....15167
252.211–7000 Added; interim 18619
252.211–7001 Added; interim 18619
252.211–7002 Added; interim 18620
252.211–7003 Added; interim 18621
252.211–7004 Added; interim 18621
252.211–7005 Added; interim 18622
Removed; interim 67221
252.211–7006 Added; interim 18622
252.211–7007 Added; interim 18622
252.211–7008 Added; interim 18622
252.211–7009 Added; interim 18623
252.211–7010 Added; interim 18623
252.211–7011 Added; interim 18623
252.211–7012 Added; interim 18623
252.211–7013 Added; interim 18624
252.211–7014 Added; interim 18624
252.211–7015 Added; interim 18624
252.211–7016 Added; interim 18625
252.211–7017 Added; interim 18625
252.211–7018 Added; interim 18625
252.211–7019 Added; interim 18626
Amended 67221
252.211–7020 Added; interim 18626
252.211–7021 Added; interim 18627
252.215–7004 Added; interim 15166
252.219–7012 Removed 9090
252.219–7013 Removed 9090
252.219–7014 Removed 9090
252.219–7016 Removed; interim 15166
Removal at 56 FR 15166 confirmed.....60070
252.223–7000 Removed.....67221
252.223–7004 Removed; new 252.223–7004 redesignated from 252.223–7005; revised; interim 67221
252.223–7005 Redesignated as 252.223–7004; interim.....67221
252.223–7006 Added 60072
252.223–7007 Added 60073
252.223–7500 Revised.....60073
252.225–7000 Regulation at 55 FR 48746 confirmed.....15167
252.225–7001 Revised; interim 9088
Regulation at 55 FR 48746 confirmed.....15167
Regulation at 56 FR 9088 confirmed.....60070
252.225–7003 Regulation at 55 FR 48747 confirmed.....15167
252.225–7005 Revised; interim 9088
Regulation at 55 FR 48747 confirmed.....15167

48 CFR—Continued

56 FR Page

Chapter 2 —Continued
Regulation at 56 FR 9088 confirmed....60070
252.225–7006 Revised; interim....9089
Regulation at 55 FR 48747 confirmed....15167
Regulation at 56 FR 9089 confirmed....60070
(c)(1)(i) revised....67221
252.225–7008 Amended; interim....9089
Regulation at 55 FR 48748 confirmed....15167
Regulation at 56 FR 9089 confirmed....60070
252.225–7009 (f)(2)(iv) amended....67221
252.225–7014 Amended; interim....9089
Regulation at 56 FR 9089 confirmed....60070
252.225–7018 Regulation at 55 FR 48749 confirmed....15167
252.225–7020 Regulation at 55 FR 48749 confirmed....15167
252.225–7021 Regulation at 55 FR 48749 confirmed....15167
252.225–7023 Regulation at 55 FR 30160 confirmed....9089
252.225–7025 Revised....15166
Regulation at 55 FR 48749 confirmed....15167
252.225–7026 Revised....15166
Regulation at 55 FR 48749 confirmed....15167
252.225–7029 Regulation at 55 FR 48749 confirmed....15167
Added....67221
252.225–7030 Regulation at 55 FR 48750 confirmed....15167
252.225–7031 Added....15166
252.225–7032 Added....15166
252.225–7033 Added; interim....15166
252.225–7034 Added....64212
252.226–7002 Regulation at 55 FR 48750 confirmed....15167
Removed....60073
252.228–7001 (i)(2)(ii) amended....67221
252.231–7000 Revised....15166
252.232–7004 Regulation at 55 FR 48750 confirmed....15167
Added....67221
252.232–7005 Added....67221
252.232–7007 (a) revised....31343
Technical correction....38174
252.232–7008 Added....31343, 37965
Technical correction....38174
252.234–7000 Amended....67222
252.237–7001 Added; interim....43987

48 CFR—Continued

56 FR Page

Chapter 2 —Continued
Corrected....49509
252.237–7019 Added; interim....67222
252.239–7000 (a)(1) amended....67222
252.247–7110 Revised....60073
252.249–7001 Added; interim....24031
Regulation at 56 FR 24031 eff. 5–14–91; interim....28345
Revised....60074
Added....67222
253.204–70 (c)(3), (d)(5)(i)(H) and (xi)(B)(*1*) amended; (c)(4)(vi) revised....67222
(c)(4)(vii) and (e)(3)(ii) revised....67223
Chapter 2 Appendix N amended....9089
Appendix N regulation at 55 FR 48750 confirmed....15167
Appendix G amended....67223

1992

48 CFR

57 FR Page

Chapter 2
252 Technical correction....45422
252.201–7000 Amended....42633
252.203–7003 Added....14995
252.204–7000 Amended....14996
252.204–7003 Added; interim....14996
Regulation at 57 FR 14996 confirmed....42629
252.211–7005 Removal at 56 FR 67221 confirmed....14990
252.211–7021 (b)(1), (2) and (3) amended; interim....4743
252.215–7004 Added; interim....41423
Removed....53601
Reinstated....55472
252.217–7001 Amended....42633
252.219–7007 Added; interim....38287
252.219–7008 Added; interim....47276
252.222–7001 Added; interim....52594
252.223–7004 Revised; interim....32737
252.223–7005 Added; interim....14996
Revised....53601
252.225–7003 Amended....42633
252.225–7016 Removed; interim....14996
252.225–7017 Revised; interim....14996
252.225–7022 Correctly designated....42633
252.225–7023 Amended; interim....14996
Regulation at 57 FR 14996 confirmed....42629
252.225–7029 Regulation at 56 FR 67221 confirmed....14989

48 CFR—Continued

57 FR Page

Chapter 2 —Continued
252.225–7030 Added; interim 14996
Revised 53601
252.225–7031 Added; interim 29042
252.225–7032 Added 53602
252.228–7003 (a)(4), (b)(2) and (e) amended 42633
252.228–7006 Added 42708
252.232–7001 Amended 42633
252.232–7005 (b) revised 53602
252.232–7006 Added; interim 3359
Revised 42633
252.237–7019 Regulation at 56 FR 67222 confirmed 14990
(a)(1) and (b) revised 14996
Amended 42633
252.242–7001 (c) amended 42633
252.243–7000 Amended 42633
252.247–7022 Amended 42633
252.270–7000 Removed 41423
253 Technical correction 45422
253.204–70 (b)(5)(ii)(A), (c)(4)(iv)(A), (B), (C) and (ix)(B)(*2*) revised 42633
253.204–71 (a)(3) added 53602
270 Removed; interim 41423
Chapter 2 Appendixes B, and D amended 42634
Appendix G revised 42634
Appendixes F and G amended 53602

1993

48 CFR

58 FR Page

Chapter 2
252 Technical correction 18448
Authority citation amended 37868
Authority citation revised 43286, 46092
252.203–7001 Amended; interim 28471
252.209–7001 Amended; interim 28471
252.209–7002 Added; interim 28471
252.215–7003 Removed 32062
252.215–7004 Removed 16782
252.219–7003 Amended; interim 28472
252.219–7007 Amended; interim 28472
Corrected 32416
252.219–7009 Added; interim 28472
252.222–7001 Amended; interim 28472
252.223–7005 (e) correctly added 40388
252.223–7006 Added; interim 28472
252.225–7016 Added; interim 28473
252.225–7025 Revised; interim 28473
252.225–7026 Revised; interim 28474

48 CFR—Continued

58 FR Page

Chapter 2 —Continued
252.225–7033 Added; interim 28474
252.227–7013 Amended; interim 28474
252.231–7001 Revised; interim 28474
252.232-7004 Amended; interim 62046
252.232–7007 Added; interim 46093
252.233–7000 Amended 28475
252.237–7020 Added; interim 28475
252.237–7021 Added; interim 28475
252.249–7002 Added; interim 43287
253 Technical correction 32416
Authority citation amended 37868
253.303–2139 Removed; interim 28475
Chapter 2 Appendix B amended; interim 28475
Appendixes A through G amended 37868

1994

48 CFR

59 FR Page

Chapter 2
252 Technical correction 26343
252.203–7001 (h) amended; interim 27675
Regulation at 58 FR 28471 confirmed 51132
252.209–7001 Revised 51131
Regulation at 58 FR 28471 confirmed 51132
252.209–7002 Regulation at 58 FR 28471 confirmed 51132
Amended; (a)(1), (2), (3) and (b) revised 51133
252.209–7003 Added 51131
252.209–7004 Added 51131
252.210–7005 Removed; interim 27675
252.216–7002 Added 53116
252.217–7026 Amended; interim 27675
252.219–7000 Amended; interim 22131
252.219–7001 Amended; interim 24959
252.219–7002 Amended; interim 24959
252.219–7003 Amended; interim 22131, 27675
Regulation at 58 FR 28472 confirmed 51132
252.219–7006 Amended; interim 22131, 24959
252.219–7007 Regulation at 58 FR 28472 confirmed 51132
252.219–7008 Removed; interim 27675
252.219–7009 Regulation at 58 FR 28472 confirmed 27667, 51132
252.222–7001 Regulation at 58 FR 28472 confirmed 51132

48 CFR—Continued

59 FR Page

Chapter 2 —Continued
252.223–7002 Amended; (a)(2)(iv) and (v) redesignated as (a)(2)(v) and (vi); new (a)(2)(iv) added; (b)(1) revised; interim 27675
252.223–7006 Regulation at 58 FR 28472 confirmed.....27668, 51132
Introductory text amended; interim 27675
252.225–7001 Amended; interim 1290
Regulation at 59 FR 1290 comment period extended.....5335
252.225–7006 Amended; heading revised; interim.....1290
Regulation at 59 FR 1290 comment period extended.....5335
252.225–7007 Amended; heading revised; interim.....1290
Regulation at 59 FR 1290 comment period extended.....5335
(c) and (d) corrected 8041
252.225–7010 Introductory text revised; interim.....1291
Regulation at 59 FR 1291 comment period extended.....5335
252.225–7011 Removed; interim 27675
252.225–7012 Amended; interim 27675
252.225–7015 Introductory text amended; interim 27675
252.225–7016 Regulation at 58 FR 28473 confirmed.....27667, 51132
252.225–7018 Amended; interim 27675
252.225–7023 Removed.....10579
Removed; interim.....27675
252.225–7025 (f) amended; interim 27675
Regulation at 58 FR 28473 confirmed.....51132
252.225–7026 Regulation at 58 FR 28474 confirmed.....51132
252.225–7031 Introductory text amended; interim 27675
252.225–7033 Regulation at 58 FR 28474 confirmed.....27668, 51132
252.225–7034 Added; interim 27675
252.225–7035 Added; interim 1291
Regulation at 59 FR 1291 comment period extended.....5335
252.225–7036 Added; interim 1291
Regulation at 59 FR 1291 comment period extended.....5335
252.225–7037 Added; interim 1292
Regulation at 59 FR 1291 comment period extended.....5335
(f)(2)(iv) corrected 8041
252.225–7038 Added; interim 11729

48 CFR—Continued

59 FR Page

Chapter 2 —Continued
Corrected.....38931
252.225–7039 Added; interim 19146
Technical correction 26343
252.226–7000 Amended; interim 22131
252.226–7001 Amended; interim 22131
252.227–7013 Amended; interim 27676
Regulation at 58 FR 28474 confirmed.....51132
252.231–7001 Regulation at 58 FR 28474 confirmed.....27668, 51132
Amended; interim.....27676
252.233–7000 Regulation at 58 FR 28475 confirmed.....27668, 51132
Amended; interim.....27676
252.234–7000 Amended; interim 27676
252.234–7001 Amended; interim 27677
252.237–7020 Regulation at 58 FR 28475 confirmed.....27667, 51132
252.237–7021 Regulation at 58 FR 28475 confirmed.....27667, 51132
252.237–7022 Added; interim 36090
252.243–7000 Revised; interim 27677
252.245–7001 Added; interim 27677
252.247–7025 Added; interim 10580
252.248–7000 Revised; interim 27677
252.249–7002 Revised; interim 27677
253.204–70 (b)(12)(iii)(B) amended; interim.....27677
253.215–70 Note amended; interim 27677, 27678
Chapter 2 Appendixes B and F amended; Appendix G revised; interim.....27678
Appendix H added; interim 27700
Appendix I added; interim 27701

1995

48 CFR

60 FR Page

252 Authority citation revised....29497, 33471, 34471, 35668, 40106, 40107
252.203–7000 Amended.....61600
252.203–7001 Amended.....61600
252.203–7003 Removed.....61600
252.204–7001 Introductory text amended.....61600
252.209–7000 Amended.....61600
252.209–7001 Regulation at 59 FR 51131 confirmed.....29496
252.209–7003 Regulation at 59 FR 51131 confirmed.....29496
252.209–7004 Regulation at 59 FR 51131 confirmed.....29496
(b)(5) amended 29502

48 CFR—Continued

60 FR Page

252.209–7005 Redesignated from 252.209–7007 and amended.....61600
252.209–7007 Added; interim 13074
Redesignated as 252.209–7005 61600
252.210–7000 Redesignated as 252.211–7003 61600
252.210–7001 Redesignated as 252.211–7001 61600
252.210–7002 Redesignated as 252.211–7002 61600
252.210–7003 Redesignated as 252.211–7000 61600
252.210–7004 Redesignated as 252.211–7004 61600
252.211–7000 Removed; redesignated from 252.210–7003; introductory text revised.....61600
252.211–7001 Removed; redesignated from 252.210–7001; introductory text revised.....61600
252.211–7002 Removed; redesignated from 252.210–7002; introductory text revised.....61600
252.211–7003 Removed; new 252.211–7003 redesignated from 252.210–7000; introductory text revised 61600
252.211–7004 Removed; redesignated from 252.210–7004; introductory text revised.....61600
252.211–7006 Removed.....61600
252.211–7007 Removed.....61600
252.211–7008 Removed.....61600
252.211–7009 Removed.....61600
252.211–7010 Removed.....61600
252.211–7011 Removed.....61600
252.211–7012 Removed.....61600
252.211–7013 Removed.....61600
252.211–7014 Removed.....61600
252.211–7015 Removed.....33490, 61690
252.211–7016 Removed.....33490, 61600
252.211–7017 Removed.....33490, 61600
252.211–7018 Removed.....61600
252.211–7019 Removed.....61600
252.211–7020 Removed.....61600
252.211–7021 Amended.....33490
Removed.....61600
252.212–7000 Added 61600
252.212–7001 Added 61601
252.215–7001 Removed.....61601
252.217–7026 Amended; heading revised.....61601
252.219–7001 Regulation at 59 FR 24959 confirmed.....29497
Amended 29502

48 CFR—Continued

60 FR Page

252.219–7002 Regulation at 59 FR 24959 confirmed.....29497
Amended 29502
Suspended 54955
252.219–7003 Regulation at 59 FR 27672 confirmed.....29496
Amended; heading revised 61601
252.219–7004 Amended.....35668
252.219–7005 Amended.....61601
252.219–7006 Regulation at 59 FR 24959 confirmed.....29497
Amended 29502
252.219–7008 Regulation at 59 FR 27672 confirmed.....29496
252.219–7009 Removed; interim 40107
Regulation at 60 FR 40107 confirmed.....61591
252.223–7006 Amended; introductory text revised 13076
Regulation at 60 FR 13076 confirmed.....61591
Amended 61601
252.225–7001 Regulation at 59 FR 1290 confirmed 29497
252.225–7006 Regulation at 59 FR 1290 confirmed 29497
252.225–7007 Regulation at 59 FR 1290 confirmed 29497
252.225–7009 Amended.....29502
252.225–7010 Regulation at 59 FR 1291 confirmed 29497
Amended 29502
252.225–7011 Added; interim 34471
Regulation at 60 FR 34471 confirmed.....61591
252.225–7012 Amended.....61601
252.225–7014 Amended.....61602
252.225–7016 Amended.....61602
252.225–7017 Amended; interim 19534
Regulation at 60 FR 19534 confirmed.....61591
252.225–7026 Regulation at 59 FR 28474 confirmed.....29497
Amended 29502, 61602
252.225–7029 Revised; interim 19534
Regulation at 60 FR 19534 confirmed.....61591
252.225–7035 Regulation at 59 FR 1291 confirmed 29497
Amended 29502
252.225–7036 Regulation at 59 FR 1291 confirmed 29497
Amended 29502
252.225–7037 Regulation at 59 FR 1292 confirmed 29497
Amended 29503

48 CFR—Continued

60 FR Page

252.225–7038 Regulation at 59 FR 11729 confirmed 29497
252.225–7039 Regulation at 59 FR 19146 confirmed 29497
252.225–7040 Added 29503
Introductory text amended 61602
252.227–7013 Revised 33490
Amended 61602
252.227–7014 Added 33493
252.227–7015 Added 33497
Amended 61602
252.227–7016 Added 33498
252.227–7017 Added 33498
252.227–7018 Revised 33499
Amended; heading revised 61602
252.227–7019 Revised 33503
252.227–7020 Revised 33504
252.227–7021 Introductory text revised 33504
252.227–7022 Introductory text revised 33504
252.227–7023 Introductory text revised 33505
252.227–7024 Introductory text revised 33505
252.227–7025 Added 33505
252.227–7026 Introductory text revised 33505
252.227–7027 Introductory text revised 33505
252.227–7028 Revised 33505
252.227–7029 Removed 33505
252.227–7030 Introductory text revised 33505
252.227–7031 Removed 33505
252.227–7032 Introductory text revised 33505
252.227–7033 Introductory text revised 33505
252.227–7036 Introductory text revised 33505
252.227–7037 Revised 33505
Amended 61602
252.228–7007 Added; interim 45377
252.231–7001 Removed 61602
252.235–7010 Added 29503
252.235–7011 Added 29503
252.237–7020 Removed 61602
252.237–7021 Removed 61602
252.237–7022 Regulation at 59 FR 36090 confirmed 29496
Amended 29503
252.239–7010 Amended 61602
252.242–7001 Removed 61602
252.247–7021 Revised 29503
252.247–7023 Amended 61602

48 CFR—Continued

60 FR Page

252.247–7024 Amended 61603
252.247–7025 Revised 29503
252.249–7002 Regulation at 59 FR 27677 confirmed 29497
Amended 29503
252.251–7000 Amended 29503
253 Authority citation revised 29497, 35868, 40106
253.204–70 (b)(13)(iv), (ix), (c)(4)(viii) and (d)(5)(iv)(A)(*2*) revised; (c)(4)(iii)(A)(*6*) added; (d)(5)(iv)(A)(*7*) removed 35868
Revised 61603
253.204–71 (e)(2)(i)(A)(*3*) revised 35869
Revised 61612
253.209–1 (a)(i)(E) revised 29504
253.215–70 Amended 29504
Chapter 2 Appendix C amended 29497, 29504
Appendixes A through I amended 40106
Appendixes C, F and G amended 61615
Appendix G amended 61620, 61623, 61626, 61627

1996

(Regulations published from January 1, 1996, through October 1, 1996)

48 CFR

61 FR Page

252.209–7005 Amended 7750
Corrected 18195
252.209–7007 Regulations at 60 FR 13074 and 61600 confirmed 7741
252.212–7000 Introductory text amended 50455
252.212–7001 Introductory text amended 50455
252.217–7027 Revised 7750
Corrected 18195
252.219–7003 Amended 18688
252.219–7004 Amended; interim 39901
252.219–7008 Added 18688
252.223–7004 Regulation at 57 FR 32737 confirmed 50450
252.223–7007 Added 7750
252.225–7007 Amended 130, 16880
Amended; interim 37842
252.225–7012 Introductory text amended 50455
252.225–7013 Removed 50455
252.225–7014 Amended 50455

48 CFR—Continued

61 FR Page

252.225–7015 Introductory text amended 50455
252.225–7016 Revised; interim 10900
Regulation at 61 FR 10900 confirmed 50450
Revised 50455
252.225–7019 Introductory text amended; interim 13108
Regulation at 61 FR 13108 confirmed 50450
252.225–7020 Removed; interim 13108
Regulation at 61 FR 13108 confirmed 50450
252.225–7021 Removed; interim 13108
Regulation at 61 FR 13108 confirmed 50450
252.225–7025 Revised 50456
252.225–7039 Amended; introductory text revised; interim 13108
Regulation at 61 FR 13108 confirmed 50450
252.228–7001 Amended 50456
252.228–7002 Amended 50456
252.228–7006 Removed 7750
252.228–7007 Amended; interim 3601

48 CFR—Continued

61 FR Page

Removed 50456
252.232–7004 Regulation at 58 FR 62046 confirmed 7741
Amended 7750
252.242–7004 Amended 50456
253.204–70 (e)(3) revised 18688
(d)(5)(iv)(C) corrected 43119
(e)(3)(ii) corrected 49531
(c)(4)(ix)(B)(9) amended 50456
Revised 51032
253.204–71 Second (f) correctly designated as (f)(1) 43119
Revised 51040
253.213–70 (e) amended 7751
253.215–70 Note amended 7751
Note corrected 18195
(c)(2) and (6) revised 51043
Chapter Appendix G amended 7751
Appendix G corrected 18195
Appendix B amended 50456
Appendix C removed; Appendix G amended 50457
Appendixes G and I amended 50458

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