

## 52.300

than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

[55 FR 52800, Dec. 21, 1990]

### Subpart 52.3—Provision and Clause Matrix

#### 52.300 Scope of subpart.

The matrix in this subpart contains a column for each principal type and/or purpose of contract (see 52.101(e)).

[55 FR 3890, Feb. 5, 1990]

#### 52.301 Solicitation provisions and contract clauses (Matrix).

NOTE: The FAR matrix is not carried in the CFR. It is available in the loose-leaf edition.

[48 FR 42478, Sept. 19, 1983, as amended at 62 FR 40239, July 25, 1997]

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- 53.303 Agency forms.
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- 53.303-DD-441 Department of Defense DD Form 441, Security Agreement.
- 53.303-WH-347 Department of Labor Form WH-347, Payroll (For Contractor's Optional Use).

AUTHORITY: 40 U.S.C. 486(c); 10 U.S.C. Chapter 137; and 42 U.S.C. 2473(c).

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SOURCE: 48 FR 42637, Sept. 19, 1983, unless otherwise noted.

### 53.000 Scope of part.

This part (a) prescribes standard forms (SF's) and references optional forms (OF's) and agency-prescribed forms for use in acquisition, (b) contains requirements and information generally applicable to the forms, and (c) illustrates the forms.

### 53.001 Definitions.

*Exception*, as used in this part, means an approved departure from the established design, content, printing specifications, or conditions for use of any standard form.

## Subpart 53.1—General

### 53.100 Scope of subpart.

This subpart contains requirements and information generally applicable to the forms prescribed in this regulation.

### 53.101 Requirements for use of forms.

The requirements for use of the forms prescribed or referenced in this part are contained in parts 1 through 52, where the subject matter applicable to each form is addressed. The specific location of each requirement is identified in subpart 53.2.

[48 FR 42637, Sept. 19, 1983, as amended at 63 FR 34080, June 22, 1998]

### 53.102 Current editions.

The form prescriptions in subpart 53.2 and the illustrations in subpart 53.3 contain current edition dates. Contracting officers shall use the current editions unless otherwise authorized under this regulation.

### 53.103 Exceptions.

Agencies shall not (a) alter a standard form prescribed by this regulation, or (b) use for the same purpose any form other than the standard form prescribed by this regulation without receiving in advance an exception to the form.

[53 FR 43395, Oct. 26, 1988, as amended at 62 FR 40239, July 25, 1997]

**53.104 Overprinting.**

Standard and optional forms (obtained as required by 53.107) may be overprinted with names, addresses, and other uniform entries that are consistent with the purpose of the form and that do not alter the form in any way. Exception approval for overprinting is not needed.

**53.105 Computer generation.**

(a) Agencies may computer-generate the Standard and Optional Forms prescribed in the FAR without exception approval (see 53.103), provided—

(1) The form is in an electronic format that complies with Federal Information Processing Standard Number 161; or

(2) There is no change to the name, content, or sequence of the data elements, and the form carries the Standard or Optional Form number and edition date.

(b) The forms prescribed by this part may be computer generated by the public. Unless prohibited by agency regulations, forms prescribed by agency FAR supplements may also be computer generated by the public. Computer generated forms shall either comply with Federal Information Processing Standard Number 161 or shall retain the name, content, or sequence of the data elements, and shall carry the Standard or Optional Form or agency number and edition date (see 53.111).

[60 FR 34741, July 3, 1995]

**53.106 Special construction and printing.**

Contracting offices may request exceptions (see 53.103) to standard forms for special construction and printing. Examples of common exceptions are as follows:

Standard Forms	Special Construction and Printing
(a) SF 18— .....	(1) With vertical lines omitted (for listing of supplies and services, unit, etc.); (2) As reproducible masters; and/or (3) In carbon interleaved pads or sets.
(b) SF's 26,30,33,1447—.	As die-cut stencils or reproducible masters.
(c) SF 44— .....	(1) With serial numbers and contracting office name and address; and/or

Standard Forms	Special Construction and Printing
(d) SF 1442— .....	(1) As die-cut stencils or reproducible masters; and/or (2) With additional wording as required by the executive agency. (However, the sequence and wording of the items appearing on the prescribed form should not be altered.)

[48 FR 42637, Sept. 19, 1983, as amended at 51 FR 27121, July 29, 1986; 54 FR 48998, Nov. 28, 1989]

**53.107 Obtaining forms.**

(a) Executive agencies shall obtain standard and optional forms from the General Services Administration (GSA) by using GSA Supply Catalog - Office Products (see 41 CFR 101-26.302). Standard forms adapted for computer preparation (see 53.105) or with special construction and printing (see 53.106) that are not available from GSA may be ordered directly from the Government Printing Office (GPO).

(b) Contractors and other parties may obtain standard and optional forms from the Superintendent of Documents, GPO, Washington, DC 20402. Standard and optional forms not available from the Superintendent of Documents may be obtained from the prescribing agency.

(c) Agency forms may be obtained from the prescribing agency.

**53.108 Recommendations concerning forms.**

Users of this regulation may recommend new forms or the revision, elimination, or consolidation of the forms prescribed or referenced in this regulation. Recommendations from within an executive agency shall be submitted to the cognizant council in accordance with agency procedures. Recommendations from other than executive agencies should be submitted directly to the FAR Secretariat.

**53.109 Forms prescribed by other regulations.**

Certain forms referred to in Subpart 53.2 are prescribed in other regulations

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and are specified by the FAR for use in acquisition. For each of these forms, the prescribing agency is identified by means of a parenthetical notation after the form number. For example, SF 1165, which is prescribed by the General Accounting Office (GAO), is identified as SF 1165(GAO).

**53.110 Continuation sheets.**

Except as may be otherwise indicated in the FAR, all standard forms prescribed by the FAR may be continued on (a) plain paper of similar specification, or (b) specially constructed continuation sheets (e.g., OF 336). Continuation sheets shall be annotated in the upper right-hand corner with the reference number of the document being continued and the serial page number.

[48 FR 42637, Sept. 19, 1983, as amended at 51 FR 27121, July 29, 1986]

**53.111 Contract clause.**

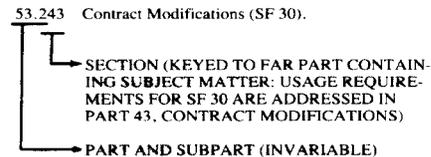
Contracting officers shall insert the clause at 52.253-1, Computer Generated Forms, in solicitations and contracts that require the contractor to submit data on Standard or Optional Forms prescribed by this regulation; and, unless prohibited by agency regulations, forms prescribed by agency supplements.

[55 FR 52800, Dec. 21, 1990]

### Subpart 53.2—Prescription of Forms

**53.200 Scope of subpart.**

This subpart prescribes standard forms and references optional forms and agency-prescribed forms for use in acquisition. Consistent with the approach used in subpart 52.2, this subpart is arranged by subject matter, in the same order as, and keyed to, the parts of the FAR in which the form usage requirements are addressed. For example, forms addressed in FAR part 14, Sealed Bidding, are treated in this subpart in section 53.214, Sealed Bidding; forms addressed in FAR part 43, Contract Modifications, are treated in this subpart in section 53.243, Contract modifications. The following example illustrates how the subjects are keyed to the parts in which they are addressed:



[48 FR 42637, Sept. 19, 1983, as amended at 50 FR 1748, Jan. 11, 1985; 50 FR 52429, Dec. 23, 1985]

**53.201 Federal acquisition system.****53.201-1 Contracting authority and responsibilities (SF 1402).**

*SF 1402 (10/83), Certificate of Appointment.* SF 1402 is prescribed for use in appointing contracting officers, as specified in 1.603-3.

**53.202-53.203 [Reserved]****53.204 Administrative matters.****53.204-1 Safeguarding classified information within industry (DD Form 254, DD Form 441).**

The following forms, which are prescribed by the Department of Defense, shall be used by agencies covered by the Defense Industrial Security Program if contractor access to classified information is required, as specified in subpart 4.4 and the clause at 52.204-2:

(a) *DD Form 254 (Department of Defense (DOD)), Contract Security Classification Specification.* (See 4.403(c)(1).)

(b) *DD Form 441 (DOD), Security Agreement.* (See paragraph (b) of the clause at 52.204-2.)

**53.204-2 Contract reporting.**

The following forms are prescribed for use by executive agencies in reporting contract actions, as specified in 4.602(c):

(a) *SF 279 (Rev. 10/00), Federal Procurement Data System (FPDS) Individual Contract Action Report* (See 4.602(c).)

(b) *SF 281 (Rev. 10/00), Federal Procurement Data System (FPDS) Summary Contract Action Report (\$25,000 or Less).* (See 4.602(c).)

[53 FR 43395, Oct. 26, 1988, as amended at 55 FR 52801, Dec. 21, 1990; 61 FR 67427, Dec. 20, 1997; 62 FR 64940, Dec. 9, 1997; 65 FR 46058, July 26, 2000]

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### 53.205 Publicizing contract actions.

#### 53.205-1 Paid advertisements.

SF 1449, prescribed in 53.212, shall be used to place orders for paid advertisements as specified in 5.503.

[61 FR 39198, July 26, 1996]

#### 53.206-53.208 [Reserved]

### 53.209 Contractor qualifications.

#### 53.209-1 Responsible prospective contractors.

(a) *SF 1403 (Rev. 9/88), Preaward Survey of Prospective Contractor (General)*. SF 1403 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(b) *SF 1404 (Rev. 9/88), Preaward Survey of Prospective Contractor—Technical*. SF 1404 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(c) *SF 1405 (Rev. 9/88), Preaward Survey of Prospective Contractor—Production*. SF 1405 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(d) *SF 1406 (Rev. 11/97), Preaward Survey of Prospective Contractor—Quality Assurance*. SF 1406 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(e) *SF 1407 (Rev. 9/88), Preaward Survey of Prospective Contractor—Financial Capability*. SF 1407 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(f) *SF 1408 (Rev. 9/88), Preaward Survey of Prospective Contractor—Accounting System*. SF 1408 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

[55 FR 25534, June 21, 1990, as amended at 62 FR 64937, Dec. 9, 1997]

#### 53.210-53.211 [Reserved]

### 53.212 Acquisition of commercial items.

*SF 1449 (OCT 1995), Solicitation/Contract/Order for Commercial Items*. SF 1449

is prescribed for use in solicitations and contracts for commercial items. Agencies may prescribe additional detailed instructions for use of the form.

[60 FR 48256, Sept. 18, 1995]

### 53.213 Simplified acquisition procedures (SF's 18, 30, 44, 1165, and 1449, and OF's 336, 347, and 348).

The following forms are prescribed as stated in this section for use in simplified acquisition procedures, orders under existing contracts or agreements, and orders from required sources of supplies and services:

(a) *SF 18 (Rev. 6/95), Request for Quotations, or SF 1449 (10/95 Ed.), Solicitation/Contract/Order for Commercial Items*. SF 18 is prescribed for use in obtaining price, cost, delivery, and related information from suppliers as specified in 13.307(b). SF 1449, as prescribed in 53.212, or other agency forms/automated formats, may also be used to obtain price, cost, delivery, and related information from suppliers as specified in 13.307(b).

(b) *SF 30 (Rev. 10/83), Amendment of Solicitation/Modification of Contract*. SF 30, prescribed in 53.243, may be used for modifying purchase orders, as specified in 13.307(c)(3).

(c) *SF 44 (Rev. 10/83), Purchase Order Invoice Voucher*. SF 44 is prescribed for use in simplified acquisition procedures, as specified in 13.306.

(d) *SF 1165 (6/83 Ed.), Receipt for Cash-Subvoucher*. SF 1165 (GAO) may be used for imprest fund purchases, as specified in 13.307(e).

(e) *OF 336 (4/86 Ed.), Continuation Sheet*. OF 336, prescribed in 53.214(h), may be used as a continuation sheet in solicitations, as specified in 13.307(c)(1).

(f) *SF 1449, (10/95 Ed.) Solicitation/Contract/Order for Commercial Items* prescribed in 53.212, *OF 347 (Rev. 6/95), Order for Supplies or Services*, and *OF 348 (10/83 Ed.), Order for Supplies or Services—Schedule Continuation*. SF 1449, OF's 347 and 348 (or approved agency forms/automated formats) may be used as follows:

(1) To accomplish acquisitions under simplified acquisition procedures, as specified in 13.307.

(2) To establish blanket purchase agreements (BPA's), as specified in

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13.303-2, and to make purchases under BPA's, as specified in 13.303-5.

(3) To issue orders under basic ordering agreements, as specified in 16.703(d)(2)(i).

(4) As otherwise specified in this chapter (e.g., see 5.503(a)(2), 8.405-2, 36.701(c), and 51.102(e)(3)(ii)).

[61 FR 39198, July 26, 1996, as amended at 62 FR 51266, Sept. 30, 1997; 62 FR 64929, Dec. 9, 1997]

### 53.214 Sealed bidding.

The following forms are prescribed for use in contracting by sealed bidding (except for construction and architect-engineer services):

(a) *SF 26 (4/85), Award/Contract*. SF 26 is prescribed for use in awarding sealed bid contracts for supplies or services in which bids were obtained on SF 33, Solicitation, Offer and Award, as specified in 14.408-1(d)(1). Pending issuance of a new edition of the form, the reference in block 1 should be amended to read 15 CFR 700.

(b) *SF 30, Amendment of Solicitation/Modification of Contract*. SF 30, prescribed in 53.243, shall be used in amending invitations for bids, as specified in 14.208(a).

(c) *SF 33 (Rev. 9/97), Solicitation, Offer and Award*. SF 33 is prescribed for use in soliciting bids for supplies or services and for awarding the contracts that result from the bids, as specified in 14.201-2(a)(1), unless award is accomplished by SF 26.

(d) *SF 1447 (5/88), Solicitation/Contract*. SF 1447 is prescribed for use in soliciting supplies or services and for awarding contracts that result from the bids. It shall be used when the simplified contract format is used (see 14.201-9) and may be used in place of the SF 26 or SF 33 with other solicitations and awards. Agencies may prescribe additional detailed instructions for use of the form.

(e) *SF 129 (Rev. 12/96), Solicitation Mailing List Application*. SF 129 is prescribed for use in establishing and maintaining lists of potential sources, as specified in 14.205-1(d).

(f) *SF 1409 (Rev. 9/88), Abstract of Offers, and SF 1410 (9/88), Abstract of Offers-Continuation*. SF 1409 and SF 1410 are prescribed for use in recording bids, as specified in 14.403(a).

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(g) *OF 17 (Rev. 12/93), Offer Label*. OF 17 may be furnished with each invitation for bids to facilitate identification and handling of bids, as specified in 14.202-3(b).

(h) *OF 336 (Rev. 3/86), Continuation Sheet*. OF 336 may be used as a continuation sheet in solicitations, as specified in 14.201-2(b).

[48 FR 42637, Sept. 19, 1983, as amended at 50 FR 1748, Jan. 11, 1985; 50 FR 52429, Dec. 23, 1985; 51 FR 27121, July 29, 1986; 52 FR 19805, May 27, 1987; 54 FR 29284, July 11, 1989; 54 FR 48998, Nov. 28, 1989; 59 FR 11388, Mar. 10, 1994; 59 FR 67033, Dec. 28, 1994; 60 FR 34741, July 3, 1995; 62 FR 240, Jan. 2, 1997; 62 FR 51266, Sept. 30, 1997; 62 FR 64940, Dec. 9, 1997; 64 FR 32749, June 17, 1999]

### 53.215 Contracting by negotiation.

#### 53.215-1 Solicitation and receipt of proposals.

The following forms are prescribed, as stated in the following paragraphs, for use in contracting by negotiation (except for construction, architect-engineer services, or acquisitions made using simplified acquisition procedures):

(a) *SF 26 (Rev. 4/85), Award/Contract*. SF 26, prescribed in 53.214(a), may be used in entering into negotiated contracts in which the signature of both parties on a single document is appropriate, as specified in 15.509.

(b) *SF 30 (Rev. 10/83), Amendment of Solicitation/Modification of Contract*. SF 30, prescribed in 53.243, may be used for amending requests for proposals and for amending requests for information, as specified in 15.210(b).

(c) *SF 33 (Rev. 9/97), Solicitation, Offer and Award*. SF 33, prescribed in 53.214(c), may be used in connection with the solicitation and award of negotiated contracts. Award of such contracts may be made by either OF 307, SF 33, or SF 26, as specified in 53.214(c) and 15.509.

(d) *OF 17 (Rev. 12/93), Offer Label*. OF 17 may be furnished with each request for proposals to facilitate identification and handling of proposals, as specified in 15.210(c).

(e) *OF 307 (9/97), Contract Award*. OF 307 may be used to award negotiated contracts as specified in 15.509.

(f) *OF 308 (9/97), Solicitation and Offer-Negotiated Acquisition*. OF 308 may be

used to support solicitation of negotiated contracts as specified in 15.210(a). Award of such contracts may be made by OF 307, as specified in 15.509.

(g) *OF 309 (9/97), Amendment of Solicitation*. OF 309 may be used to amend solicitations of negotiated contracts, as specified in 15.210(b).

[62 FR 51266, Sept. 30, 1997, as amended at 62 FR 64940, Dec. 9, 1997; 64 FR 32749, June 17, 1999; 66 FR 2141, Jan. 10, 2001]

### 53.216 Types of contracts.

#### 53.216-1 Delivery orders and orders under basic ordering agreements (OF 347).

*OF 347, Order for Supplies or Services*. OF 347, prescribed in 53.213(f), (or an approved agency form) may be used to place orders under indefinite delivery contracts and basic ordering agreements, as specified in 16.703(d)(2)(i).

[48 FR 42637, Sept. 19, 1983, as amended at 61 FR 39199, July 26, 1996]

### 53.217-53.218 [Reserved]

#### 53.219 Small business programs.

The following standard forms are prescribed for use in reporting small, small disadvantaged and women-owned small business subcontracting data, as specified in part 19:

(a) *SF 294 (Rev. 10/00), Subcontracting Report for Individual Contracts*. (See 19.704(a)(10).) SF 294 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the loose-leaf edition of the FAR.

(b) *SF 295 (Rev. 10/00), Summary Subcontract Report*. (See 19.704(a)(10).) SF 295 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the loose-leaf edition of the FAR.

(c) *OF 312 (10/00), Small Disadvantaged Business Participation Report*. (See subpart 19.12.)

[60 FR 48267, Sept. 18, 1995, as amended at 61 FR 67413, Dec. 20, 1996; 63 FR 34068, June 22, 1998; 63 FR 36125, July 1, 1998; 63 FR 70277, Dec. 18, 1998; 65 FR 46058, July 26, 2000]

### 53.220-53.221 [Reserved]

#### 53.222 Application of labor laws to Government acquisitions (SF's 99, 308, 1093, 1413, 1444, 1445, 1446, WH-347).

The following forms are prescribed as stated below, for use in connection with the application of labor laws:

(a) [Reserved]

(b) *SF 99 (DOL), Notice of Award of Contract*.

(c) *SF 308 (DOL) (Rev. 5/85), Request for Wage Determination and Response to Request*. (See 22.404-3 (a) and (b).)

(d) *SF 1093 (GAO) (10/71), Schedule of Withholdings under the Davis-Bacon Act and/or the Contract Work Hours and Safety Standards Act*. (See 22.406-9(c)(1).)

(e) *SF 1413 (Rev. 6/89), Statement and Acknowledgment*. SF 1413 is prescribed for use in obtaining contractor acknowledgment of inclusion of required clauses in subcontracts, as specified in 22.406-5. Pending issuance of a new edition of the form, the "prescribed by" reference at the bottom right of the form is revised to read "53.222(e)".

(f) *Form SF 1444 (10/87), Request for Authorization of Additional Classification and Rate*. (See 22.406-3(a) and 22.1019.)

(g) *SF 1445 (12/96), Labor Standards Interview*. (See 22.406-7(b).)

(h) *SF 1446 (10/87), Labor Standards Investigation Summary Sheet*. (See 22.406-8(d).)

(i) *Form WH-347 (DOL), Payroll (for Contractor's Optional Use)*. (See 22.406-6(a).)

[48 FR 42637, Sept. 19, 1983, as amended at 49 FR 12997, Mar. 30, 1984; 53 FR 4948, Feb. 18, 1988; 53 FR 27468, July 20, 1988; 54 FR 48998, Nov. 28, 1989; 55 FR 38518, Sept. 18, 1990; 59 FR 11388, Mar. 10, 1994; 62 FR 240, Jan. 2, 1997]

### 53.223-53.227 [Reserved]

#### 53.228 Bonds and insurance.

The following standard forms are prescribed for use for bond and insurance requirements, as specified in part 28:

(a) *SF 24 (Rev. 10/98) Bid Bond*. (See 28.106-1.) SF 24 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the loose-leaf edition of the FAR.

(b) *SF 25 (Rev. 5/96) Performance Bond*. (See 28.106-1(b).) SF 25 is authorized for

local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(c) *SF 25-A (Rev. 10/98) Payment Bond.* (See 28.106-1(c).) SF 25-A is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(d) *SF 25-B (Rev. 10/83), Continuation Sheet (For Standard Forms 24, 25, and 25-A).* (See 28.106-1(d).)

(e) *SF 28 (Rev. 6/96) Affidavit of Individual Surety.* (See 28.106-1(e) and 28.203(b).) SF 28 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(f) *SF 34 (Rev. 1/90), Annual Bid Bond.* (See 28.106-1(f).) SF 34 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(g) *SF 35 (Rev. 1/90), Annual Performance Bond.* (See 28.106-1.) SF 35 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(h) *SF 273 (Rev. 10/98) Reinsurance Agreement for a Miller Act Performance Bond.* (See 28.106-1(h) and 28.202-1(a)(4).) SF 273 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(i) *SF 274 (Rev. 10/98) Reinsurance Agreement for a Miller Act Payment Bond.* (See 28.106-1(i) and 28.202-1(a)(4).) SF 274 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(j) *SF 275 (Rev. 10/98) Reinsurance Agreement in Favor of the United States.* (See 28.106-1(j) and 28.202-1(a)(4).) SF 275 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(k) *SF 1414 (Rev. 10/93), Consent of Surety.* SF 1414 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(l) *SF 1415 (Rev. 7/93), Consent of Surety and Increase of Penalty.* (See 28.108-1(l).) SF 1415 is authorized for local reproduction and a copy is furnished for

this purpose in part 53 of the looseleaf edition of the FAR.

(m) *SF 1416 (Rev. 10/98) Payment Bond for Other than Construction Contracts.* (See 28.106-1(m).) SF 1416 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(n) *SF 1418 (Rev. 2/99) Performance Bond For Other Than Construction Contracts.* (See 28.106-1(n).) SF 1418 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(o) *OF 90 (Rev. 1/90), Release of Lien on Real Property.* (See 28.106-1(o) and 28.203-5(a).) OF 90 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(p) *OF 91 (Rev. 1/90), Release of Personal Property from Escrow.* (See 28.106-1(p) and 28.203-5(a).) OF 91 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

[48 FR 42637, Sept. 19, 1983, as amended at 53 FR 43395, Oct. 26, 1988; 54 FR 48998, Nov. 28, 1989; 55 FR 25534, June 21, 1990; 55 FR 52801, Dec. 21, 1990; 59 FR 67061, Dec. 28, 1994; 61 FR 39214, July 26, 1996; 63 FR 58603, Oct. 30, 1998; 63 FR 70293, Dec. 18, 1998; 64 FR 10549, Mar. 4, 1999]

#### 53.229 Taxes (SF's 1094, 1094-A).

*SF 1094 (Rev. 12/96), U.S. Tax Exemption Form, and SF 1094-A (Rev. 12/96), Tax Exemption Forms Accountability Record.* SF's 1094 and 1094-A are prescribed for use in establishing exemption from State or local taxes, as specified in 29.302(b).

[48 FR 42637, Sept. 19, 1983, as amended at 62 FR 240, Jan. 2, 1997]

#### 53.230-53.231 [Reserved]

#### 53.232 Contract financing (SF 1443).

*SF 1443 (10/82), Contractor's Request for Progress Payment.* SF 1443 is prescribed for use in obtaining contractors' requests for progress payments, as specified in 32.503-1.

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53.242-1

### 53.233-53.234 [Reserved]

#### 53.235 Research and Development Contracting (SF 298).

*SF 298 (2/89), Report Documentation Page.* SF 298 is prescribed for use in submitting scientific and technical reports to contracting officers and to technical information libraries, as specified in 35.010.

[55 FR 3890, Feb. 5, 1990]

#### 53.236 Construction and architect-engineer contracts.

##### 53.236-1 Construction.

The following forms are prescribed, as stated below, for use in contracting for construction, alteration, or repair, or dismantling, demolition, or removal of improvements.

(a) *SF 1417 (Rev. 8/90), Pre-Solicitation Notice (Construction Contract).* SF 1417 is prescribed for use in notifying prospective offerors of solicitations estimated to be \$100,000 or more and may be used if the proposed contract is estimated to be less than \$100,000, as specified in 36.701(a).

(b) *SF 1420 (10/83), Performance Evaluation—Construction Contracts.* SF 1420 is prescribed for use in evaluating and reporting on the performance of construction contractors within approved dollar thresholds and as otherwise specified in 36.701(e).

(c)-(d) [Reserved]

(e) *SF 1442 (4/85), Solicitation, Offer and Award (Construction, Alteration, or Repair).* SF 1442 is prescribed for use in soliciting offers and awarding contracts expected to exceed the simplified acquisition threshold for (1) construction, alteration, or repair, or (2) dismantling, demolition, or removal of improvements (and may be used for contracts within the simplified acquisition threshold), as specified in 36.701(b).

(f) *OF 347 (6/95), Order for Supplies or Services.* OF 347, prescribed in 53.213(f), (or an approved agency form) may be used for contracts under the simplified acquisition threshold for (1) construction, alteration, or repair, or (2) dismantling, demolition, or removal of improvements, as specified in 36.701(c).

(g) *OF 1419 (11/88), Abstract of Offers-Construction, and OF 1419A (11/88), Abstract of Offers-Construction, Continu-*

*ation Sheet.* OF's 1419 and 1419A are prescribed for use in recording bids (and may be used for recording proposal evaluation information), as specified in 36.701(d).

[48 FR 42637, Sept. 19, 1983, as amended at 50 FR 1748, Jan. 11, 1985; 53 FR 4948, Feb. 18, 1988; 54 FR 29284, July 11, 1989; 55 FR 52801, Dec. 21, 1990; 60 FR 34763, July 3, 1995; 61 FR 39199, July 26, 1996]

#### 53.236-2 Architect-engineer services (SF's 252, 254, 255, 1421).

The following forms are prescribed for use in contracting for architect-engineer and related services:

(a) *SF 252 (Rev. 10/83), Architect-Engineer Contract.* SF 252 is prescribed for use in awarding fixed-price contracts for architect-engineer services, as specified in 36.702(a). [Pending issuance of a new edition of the form, Block 8, Negotiation Authority, is deleted.]

(b) *SF 254 (Rev. 11/92), Architect-Engineer and Related Services Questionnaire.* SF 254 is prescribed for use to obtain information for architect-engineer firms regarding their professional qualifications, as specified in 36.702(b)(1).

(c) *SF 255 (Rev. 11/92), Architect-Engineer and Related Services Questionnaire for Specific Project.* SF 255 is prescribed for use within approved dollar thresholds and as otherwise specified in 36.702(b)(2), whenever an agency requires information to supplement the SF 254 regarding the prospective firm's qualifications for a particular architect-engineer project.

(d) *SF 1421 (10/83), Performance Evaluation (Architect-Engineer).* SF 1421 is prescribed for use in evaluating and reporting on the performance of architect-engineer contractors within approved dollar thresholds and as otherwise specified in 36.702(c).

[48 FR 42637, Sept. 19, 1983, as amended at 50 FR 1748, Jan. 11, 1985; 50 FR 52429, Dec. 23, 1985; 57 FR 60591, Dec. 21, 1992]

### 53.237-53.241 [Reserved]

#### 53.242 Contract administration.

##### 53.242-1 Novation and change-of-name agreements (SF 30).

*SF 30, Amendment of Solicitation/Modification of Contract.* SF 30, prescribed in

## 53.243

53.243, shall be used in connection with novation and change of name agreements, as specified in 42.1203(h).

[48 FR 42637, Sept. 19, 1983, as amended at 62 FR 64935, Dec. 9, 1997]

### 53.243 Contract modifications (SF 30).

*SF 30 (Rev. 10/83), Amendment of Solicitation/Modification of Contract.* SF 30 is prescribed for use in amending invitation for bids, as specified in 14.208; modifying purchase and delivery orders, as specified in 13.302-3; and modifying contracts, as specified in 42.1203(h), 43.301, 49.602-5, and elsewhere in this chapter. The form may also be used to amend solicitations for negotiated contracts, as specified in 15.210(b). Pending the publication of a new edition of the form, Instruction (b), Item 3 (effective date), is revised in paragraphs (3) and (5) as follows:

(b) Item 3 (effective date).

(3) For a modification issued as a confirming notice of termination for the convenience of the Government, the effective date of the confirming notice shall be the same as the effective date of the initial notice.

(5) For a modification confirming the termination contracting officer's previous letter determination of the amount due in settlement of a contract termination for convenience, the effective date shall be the same as the effective date of the previous letter determination.

[48 FR 42637, Sept. 19, 1983, as amended at 62 FR 51266, Sept. 30, 1997; 62 FR 64929, 64936, Dec. 9, 1997]

### 53.244 [Reserved]

### 53.245 Government property.

The following forms are prescribed, as specified below, for use in reporting, redistribution, and disposal of contractor inventory (defined in 45.601) and in accounting for this property:

(a) *SF 120 (GSA), Report of Excess Personal Property, and SF 120-A (GSA), Continuation Sheet (Report of Excess Personal Property).* (See 45.608-2(b)(2) and 45.608-8.)

(b) *SF 126 (GSA), Report of Personal Property for Sale, and SF 126-A (GSA), Report of Personal Property for Sale (Continuation Sheet).* (See 45.610-1(c).)

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(c) *SF 1423 (Rev. 12/96), Inventory Verification Survey.* (See 45.606-3(b).)

(d) *SF 1424 (Rev. 7/89), Inventory Disposal Report.* (See 45.615.) SF 1424 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(e) [Reserved]

(f) *SF 1426 (Rev. 12/96), Inventory Schedule A (Metals in Mill Product Form), and SF 1427 (Rev. 7/89), Inventory Schedule A—Continuation Sheet (Metals in Mill Product Form).* (See 45.606 and 49.602-2(e).) Standard Form 1426 and Standard Form 1427 are authorized for local reproduction and copies are furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(g) *SF 1428 (Rev. 12/96), Inventory Schedule B, and SF 1429 (Rev. 7/89), Inventory Schedule B—Continuation Sheet.* (See 45.606 and 49.602-2(b).) Standard Form 1428 and Standard Form 1429 are authorized for local reproduction and copies are furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(h) *SF 1430 (Rev. 12/96), Inventory Schedule C (Work-in-Process) and SF 1431 (Rev. 7/89), Inventory Schedule C—Continuation Sheet (Work-in-Process).* (See 45.606 and 49.602-2(c).) Standard Form 1430 and Standard Form 1431 are authorized for local reproduction and copies are furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(i) *SF 1432 (Rev. 12/96), Inventory Schedule D (Special Tooling and Special Test Equipment), and SF 1433 (Rev. 7/89), Inventory Schedule D—Continuation Sheet (Special Tooling and Special Test Equipment).* (See 45.606 and 49.602-2(d).) Standard Form 1432 and Standard Form 1433 are authorized for local reproduction and copies are furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(j) *SF 1434 (Rev. 12/96), Termination Inventory Schedule E (Short Form For Use with SF 1438 Only).* (See 45.606 and 49.602-2(e).) Standard Form 1434 is authorized for local reproduction and a copy is furnished for this purpose in

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## 53.302-17—53.302-1419A

part 53 of the looseleaf edition of the FAR.

[48 FR 42637, Sept. 19, 1983, as amended at 54 FR 34758, Aug. 21, 1989; 55 FR 3890, Feb. 5, 1990; 61 FR 41472, Aug. 8, 1996; 62 FR 240, Jan. 2, 1997]

### 53.246 [Reserved]

### 53.247 Transportation (U.S. Government Bill of Lading).

The U.S. Government Bill of Lading, prescribed in 41 CFR 101-41.304, shall be used for transportation of property, as specified in 47.103.

### 53.248 [Reserved]

### 53.249 Termination of contracts.

(a) The following forms are prescribed for use in connection with the termination of contracts, as specified in subpart 49.6:

(1) *SF 1034 (GAO), Public Voucher for Purchases and Services Other Than Personal.* (See 49.302(a).)

(2) *SF 1435 (Rev. 9/97), Settlement Proposal (Inventory Basis).* (See 49.602-1(a).) Standard Form 1435 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(3) *SF 1436 (Rev. 9/97), Settlement Proposal (Total Cost Basis).* (See 49.602-1(b).) Standard Form 1436 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(4) *SF 1437 (Rev. 9/97), Settlement Proposal for Cost-Reimbursement Type Contracts.* (See 49.602-1(c) and 49.302.) Standard Form 1437 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(5) *SF 1438 (Rev. 7/89), Settlement Proposal (Short Form).* (See 49.602-1(d).) Standard Form 1438 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(6) *SF 1439 (Rev. 7/89), Schedule of Accounting Information.* (See 49.602-3.) Standard Form 1439 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(7) *SF 1440 (Rev. 7/89), Application for Partial Payment.* (See 49.602-4.) Stand-

ard Form 1440 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(b) The inventory schedule forms prescribed in 53.245(f) through (j) shall be used to support termination settlement proposals listed in paragraph (a), above, as specified in 49.602-2.

[48 FR 42637, Sept. 19, 1983, as amended at 55 FR 3890, Feb. 5, 1990; 62 FR 51266, Sept. 30, 1997; 62 FR 64940, Dec. 9, 1997]

### 53.250 [Reserved]

### 53.251 Contractor use of Government supply sources (OF 347).

*OF 347, Order for Supplies or Services.* OF 347, prescribed in 53.213(f), may be used by contractors when requisitioning from the VA, as specified in 51.102(e)(3)(ii).

[48 FR 42637, Sept. 19, 1983, as amended at 61 FR 39199, July 26, 1996]

## Subpart 53.3—Illustrations of Forms

### 53.300 Scope of subpart.

This subpart contains illustrations of forms used in acquisitions.

### 53.301 Standard forms.

This section illustrates the standard forms that are specified by the FAR for use in acquisitions. The forms are illustrated in numerical order. The subsection numbers correspond with the standard form numbers (e.g., Standard Form 18 appears as 53.301-18).

### 53.301-18—53.301-1449 Illustration of standard forms.

EDITORIAL NOTE: The forms appearing in sections 53.301-18 through 53.301-1449 follow the text of this subpart.

### 53.302 Optional forms.

This section illustrates the optional forms that are specified by the FAR for use in acquisitions. The numbering system is as indicated in 53.301.

### 53.302-17—53.302-1419A Illustration of optional forms.

EDITORIAL NOTE: The forms appearing in sections 53.302-17 through 53.302-1419A follow the text of this subpart.

53.303

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53.303 Agency forms.

53.303-254—53.303-347 Illustration of agency forms.

This section illustrates agency forms that are specified by the FAR for use in acquisitions. The forms are arranged numerically by agency. The numbering system is as indicated in 53.301.

EDITORIAL NOTE: The forms appearing in sections 53.303-DD-254 through 53.303-WH-347 follow the text of this subpart.

53.301-18 SF 18 (Rev. 6/95), Request for Quotations.

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFG <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES	
1. REQUEST NO.		2. DATE ISSUED		3. REQUISITION/PURCHASE REQUEST NO.	
4. CERT FOR MAT. DEF. UNDER ROSA REG. 2 AND/OR DWS REG. 1		5. DELIVER BY (Date)		6. RATING	
7. ISSUED BY		8. FOR INFORMATION CALL (NO COLLECT CALLS)		9. DELIVERY	
10. NAME		11. TELEPHONE NUMBER		12. FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
13. AREA CODE		14. NUMBER		15. DESTINATION	
16. TO		17. NAME OF CONSIGNEE		18. STREET ADDRESS	
19. NAME		20. COMPANY		21. CITY	
22. STREET ADDRESS		23. CITY		24. STATE	
25. STATE		26. ZIP CODE		27. ZIP CODE	
28. CITY		29. STATE		30. ZIP CODE	
31. CITY		32. STATE		33. ZIP CODE	
34. CITY		35. STATE		36. ZIP CODE	
37. CITY		38. STATE		39. ZIP CODE	
40. CITY		41. STATE		42. ZIP CODE	
43. CITY		44. STATE		45. ZIP CODE	
46. CITY		47. STATE		48. ZIP CODE	
49. CITY		50. STATE		51. ZIP CODE	
52. CITY		53. STATE		54. ZIP CODE	
55. CITY		56. STATE		57. ZIP CODE	
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61. CITY		62. STATE		63. ZIP CODE	
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97. CITY		98. STATE		99. ZIP CODE	
100. CITY		101. STATE		102. ZIP CODE	
103. CITY		104. STATE		105. ZIP CODE	
106. CITY		107. STATE		108. ZIP CODE	
109. CITY		110. STATE		111. ZIP CODE	
112. CITY		113. STATE		114. ZIP CODE	
115. CITY		116. STATE		117. ZIP CODE	
118. CITY		119. STATE		120. ZIP CODE	
121. CITY		122. STATE		123. ZIP CODE	
124. CITY		125. STATE		126. ZIP CODE	
127. CITY		128. STATE		129. ZIP CODE	
130. CITY		131. STATE		132. ZIP CODE	
133. CITY		134. STATE		135. ZIP CODE	
136. CITY		137. STATE		138. ZIP CODE	
139. CITY		140. STATE		141. ZIP CODE	
142. CITY		143. STATE		144. ZIP CODE	
145. CITY		146. STATE		147. ZIP CODE	
148. CITY		149. STATE		150. ZIP CODE	
151. CITY		152. STATE		153. ZIP CODE	
154. CITY		155. STATE		156. ZIP CODE	
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163. CITY		164. STATE		165. ZIP CODE	
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172. CITY		173. STATE		174. ZIP CODE	
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178. CITY		179. STATE		180. ZIP CODE	
181. CITY		182. STATE		183. ZIP CODE	
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202. CITY		203. STATE		204. ZIP CODE	
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211. CITY		212. STATE		213. ZIP CODE	
214. CITY		215. STATE		216. ZIP CODE	
217. CITY		218. STATE		219. ZIP CODE	
220. CITY		221. STATE		222. ZIP CODE	
223. CITY		224. STATE		225. ZIP CODE	
226. CITY		227. STATE		228. ZIP CODE	
229. CITY		230. STATE		231. ZIP CODE	
232. CITY		233. STATE		234. ZIP CODE	
235. CITY		236. STATE		237. ZIP CODE	
238. CITY		239. STATE		240. ZIP CODE	
241. CITY		242. STATE		243. ZIP CODE	
244. CITY		245. STATE		246. ZIP CODE	
247. CITY		248. STATE		249. ZIP CODE	
250. CITY		251. STATE		252. ZIP CODE	
253. CITY		254. STATE		255. ZIP CODE	
256. CITY		257. STATE		258. ZIP CODE	
259. CITY		260. STATE		261. ZIP CODE	
262. CITY		263. STATE		264. ZIP CODE	
265. CITY		266. STATE		267. ZIP CODE	
268. CITY		269. STATE		270. ZIP CODE	
271. CITY		272. STATE		273. ZIP CODE	
274. CITY		275. STATE		276. ZIP CODE	
277. CITY		278. STATE		279. ZIP CODE	
280. CITY		281. STATE		282. ZIP CODE	
283. CITY		284. STATE		285. ZIP CODE	
286. CITY		287. STATE		288. ZIP CODE	
289. CITY		290. STATE		291. ZIP CODE	
292. CITY		293. STATE		294. ZIP CODE	
295. CITY		296. STATE		297. ZIP CODE	
298. CITY		299. STATE		300. ZIP CODE	
301. CITY		302. STATE		303. ZIP CODE	
304. CITY		305. STATE		306. ZIP CODE	
307. CITY		308. STATE		309. ZIP CODE	
310. CITY		311. STATE		312. ZIP CODE	
313. CITY		314. STATE		315. ZIP CODE	
316. CITY		317. STATE		318. ZIP CODE	
319. CITY		320. STATE		321. ZIP CODE	
322. CITY		323. STATE		324. ZIP CODE	
325. CITY		326. STATE		327. ZIP CODE	
328. CITY		329. STATE		330. ZIP CODE	
331. CITY		332. STATE		333. ZIP CODE	
334. CITY		335. STATE		336. ZIP CODE	
337. CITY		338. STATE		339. ZIP CODE	
340. CITY		341. STATE		342. ZIP CODE	
343. CITY		344. STATE		345. ZIP CODE	
346. CITY		347. STATE		348. ZIP CODE	
349. CITY		350. STATE		351. ZIP CODE	
352. CITY		353. STATE		354. ZIP CODE	
355. CITY		356. STATE		357. ZIP CODE	
358. CITY		359. STATE		360. ZIP CODE	
361. CITY		362. STATE		363. ZIP CODE	
364. CITY		365. STATE		366. ZIP CODE	
367. CITY		368. STATE		369. ZIP CODE	
370. CITY		371. STATE		372. ZIP CODE	
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376. CITY		377. STATE		378. ZIP CODE	
379. CITY		380. STATE		381. ZIP CODE	
382. CITY		383. STATE		384. ZIP CODE	
385. CITY		386. STATE		387. ZIP CODE	
388. CITY		389. STATE		390. ZIP CODE	
391. CITY		392. STATE		393. ZIP CODE	
394. CITY		395. STATE		396. ZIP CODE	
397. CITY		398. STATE		399. ZIP CODE	
400. CITY		401. STATE		402. ZIP CODE	
403. CITY		404. STATE		405. ZIP CODE	
406. CITY		407. STATE		408. ZIP CODE	
409. CITY		410. STATE		411. ZIP CODE	
412. CITY		413. STATE		414. ZIP CODE	
415. CITY		416. STATE		417. ZIP CODE	
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712. CITY		713. STATE			

Federal Acquisition Regulation

53.301-24

53.301-24 Bid Bond.

<b>BID BOND</b> <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>(“X” one)</i>	
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION
STATE OF INCORPORATION		

SURETY(IES) *(Name and business address)*

PERCENT OF BID PRICE	PENAL SUM OF BOND				BID DATE	BID IDENTIFICATION
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
						FOR <i>(Construction, Supplies, or Services)</i>

OBLIGATION: We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:  
The Principal has submitted the bid identified above.

THEREFORE:  
The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:  
The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1. <i>(Seal)</i>	2. <i>(Seal)</i>	3. <i>(Seal)</i>	Corporate Seal
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1. <i>(Seal)</i>	2. <i>(Seal)</i>		
NAME(S) <i>(Typed)</i>	1.	2.		

CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1. <i>(Seal)</i>	2.		Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	
SURETY B				<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
SURETY C				<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
SURETY D				<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
SURETY E				<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
SURETY F				<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
SURETY G				<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
 (b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Federal Acquisition Regulation

53.301-25

53.301-25 Performance Bond.

<b>PERFORMANCE BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: 9000-0045								
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.										
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION _____									
SURETY(IES) <i>(Name(s) and business address(es))</i>	PENAL SUM OF BOND <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSAND(S)</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> CONTRACT DATE _____ CONTRACT NO. _____		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS							

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

<b>PRINCIPAL</b>				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	
	<i>(Typed)</i>	<i>(Typed)</i>	<i>(Typed)</i>	
<b>INDIVIDUAL SURETY(IES)</b>				
SIGNATURE(S)	1.	2.		
	(Seal)	(Seal)		
NAME(S) <i>(Typed)</i>	1.	2.		
	<i>(Typed)</i>	<i>(Typed)</i>		
<b>CORPORATE SURETY(IES)</b>				
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	1.		\$	
	SIGNATURE(S)	2.		
	1.	2.		
	<i>(Typed)</i>	<i>(Typed)</i>		

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Previous edition not usable

STANDARD FORM 25 (REV. 5-96)  
Prescribed by GSA-FAR (48 CFR) 53.228(b)

CORPORATE SURETY(IES) (Continued)					
<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	<b>Corporate Seal</b>
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	<b>Corporate Seal</b>
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	<b>Corporate Seal</b>
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	<b>Corporate Seal</b>
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	<b>Corporate Seal</b>
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	<b>Corporate Seal</b>
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

<b>BOND PREMIUM</b>	<b>RATE PER THOUSAND (\$)</b>	<b>TOTAL (\$)</b>
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**INSTRUCTIONS**

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." in the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
- (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

STANDARD FORM 25 (REV. 5-96) BACK

Federal Acquisition Regulation

53.301-25-A

53.301-25-A Payment Bond.

<b>PAYMENT BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: 9000-0045
Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405		
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i>	
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION	
SURETY(IES) <i>(Name(s) and business address(es))</i>	PENAL SUM OF BOND	
	MILLION(S)	THOUSAND(S)
	HUNDRED(S)	CENTS
	CONTRACT DATE	CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1. _____	2. _____	3. _____	Corporate Seal	
	(Seal)	(Seal)	(Seal)		
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	3. _____		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1. _____	2. _____			
	(Seal)	(Seal)			
NAME(S) <i>(Typed)</i>	1. _____	2. _____			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	1. _____	STATE OF INC.	LIABILITY LIMIT \$ _____	Corporate Seal
	SIGNATURE(S)	1. _____	2. _____		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____		

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Previous edition is usable

STANDARD FORM 25A (REV. 10-93)  
Prescribed by GSA-FAR (48 CFR) 53.222(b)

CORPORATE SURETY(IES) (Continued)					
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
 (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

STANDARD FORM 25A (REV. 10-98) BACK

53.301-25-B Standard Form 25-B, Continuation Sheet (For Standard Forms 24, 25, and 25-A).

CONTINUATION SHEET <small>(For Standard Forms 24, 25 and 25-A)</small>					
NAME OF PRINCIPAL <small>(Legal name and business address)</small>			TYPE OF BOND		
			<input type="checkbox"/> BID <input type="checkbox"/> PERFORMANCE <input type="checkbox"/> PAYMENT		
			FURNISHED IN CONNECTION WITH - <input type="checkbox"/> BID <input type="checkbox"/> CONTRACT DATED -		
CORPORATE SURETY(IES)					
SURETY H	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.      2.		\$	
	Name(s) & Title(s) <small>(Typed)</small>	1.      2.			
SURETY I	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.      2.		\$	
	Name(s) & Title(s) <small>(Typed)</small>	1.      2.			
SURETY J	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.      2.		\$	
	Name(s) & Title(s) <small>(Typed)</small>	1.      2.			
SURETY K	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.      2.		\$	
	Name(s) & Title(s) <small>(Typed)</small>	1.      2.			
SURETY L	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.      2.		\$	
	Name(s) & Title(s) <small>(Typed)</small>	1.      2.			
SURETY M	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.      2.		\$	
	Name(s) & Title(s) <small>(Typed)</small>	1.      2.			
SURETY N	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.      2.		\$	
	Name(s) & Title(s) <small>(Typed)</small>	1.      2.			
SURETY O	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.      2.		\$	
	Name(s) & Title(s) <small>(Typed)</small>	1.      2.			

CORPORATE SURETY(IES) (Continued)					
SURETY P	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY Q	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY R	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY S	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY T	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY U	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY V	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY W	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY X	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY Y	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		

STANDARD FORM 25-B BACK (REV. 10-83)

53.301-26 Standard Form 26, Award/Contract.

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES	
2. CONTRACT (Proc. Inst. Ident.) NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY		CODE		6. ADMINISTERED BY (If other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:				ITEM			
11. SHIP TO/MARK FOR		CODE		12. PAYMENT WILL BE MADE BY		CODE	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1)				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
15G. TOTAL AMOUNT OF CONTRACT ▶ \$							
<b>16. TABLE OF CONTENTS</b>							
V1	SEC.	DESCRIPTION	PAGE(S)	V1	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
A		SOLICITATION/CONTRACT FORM		I		CONTRACT CLAUSES	
B		SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
C		DESCRIPTION/SPECS./WORK STATEMENT		J		LIST OF ATTACHMENTS	
D		PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
E		INSPECTION AND ACCEPTANCE		K		REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
F		DELIVERIES OR PERFORMANCE		L		INSTRS., CONDS., AND NOTICES TO OFFERORS	
G		CONTRACT ADMINISTRATION DATA		M		EVALUATION FACTORS FOR AWARD	
H		SPECIAL CONTRACT REQUIREMENTS					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

[50 FR 1749, Jan. 11, 1985, and 50 FR 52429, Dec. 23, 1985]

53.301-28 Affidavit of Individual Surety.

<b>AFFIDAVIT OF INDIVIDUAL SURETY</b> <i>(See instructions on reverse)</i>		OMB No.: 9000-0001
<p>Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.</p>		
STATE OF _____	SS.	
COUNTY OF _____		
<p>I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.</p>		
1. NAME (First, Middle, Last) (Type or Print)	2. HOME ADDRESS (Number, Street, City, State, ZIP code)	
3. TYPE AND DURATION OF OCCUPATION	4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)	
5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (If any) <i>(Number, Street, City, State, ZIP Code)</i>	6. TELEPHONE NUMBER HOME - BUSINESS -	
<p>7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:</p> <p>(a) Real estate (include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)</p> <p>(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).</p>		
8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.		
9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.		
<b>DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.</b>		
10. SIGNATURE	11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where appropriate)	
<b>12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:</b>		
a. DATE OATH ADMINISTERED MONTH      DAY      YEAR	b. CITY AND STATE (Or other jurisdiction)	Official Seal
c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH <i>(Type or print)</i>	d. SIGNATURE	
e. MY COMMISSION EXPIRES		
<p>AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is not usable</p>		<p><b>STANDARD FORM 28</b> (REV. 6/96) Prescribed by GSA-FAR (48 CFR) 53.228(e)</p>

**INSTRUCTIONS**

1. Individual sureties on bonds executed in connection with Government contracts, shall complete and submit this form with the bond. (See 48 CFR 28.203, 53.228(e).) The surety shall have the completed form notarized.

2. No corporation, partnership, or other unincorporated associations or firms, as such, are acceptable as individual sureties. Likewise members of a partnership are not acceptable as sureties on bonds which partnership or associations, or any co-partner or member thereof is the principal obligor. However, stockholders of corporate principals are acceptable provided (a) their qualifications are independent of their stockholdings or financial interest therein, and (b) that the fact is expressed in the affidavit of justification. An individual surety will not include any financial interest in assets connected with the principal on the bond which this affidavit supports.

3. United States citizenship is a requirement for individual sureties. However, only a permanent resident of the place of execution of the contract and bond is required for individual sureties in the following locations - any foreign country; the Commonwealth of Puerto Rico; the Virgin Islands; the Canal Zone; Guam; or any other territory or possession of the United States.

4. All signatures of the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of firm, partnership, or joint venture, or an officer of the corporation involved.

53.301-30 Standard Form 30, Amendment of Solicitation/Modification of Contract.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(c). <input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input type="checkbox"/> D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

- (a) **Item 1 (Contract ID Code).** Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) **Item 3 (Effective date).**
  - (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
  - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
  - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
  - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
  - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) **Item 6 (Issued By).** Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) **Item 8 (Name and Address of Contractor).** For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) **Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated).** Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) **Item 12 (Accounting and Appropriation Data).** When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification .....  
 Net increase \$ .....

(2) Accounting classification .....  
 Net decrease \$ .....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

- (g) **Item 13.** Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) **Item 14 (Description of Amendment/Modification).**
  - (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
  - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
    - (i) Total contract price increased by \$ .....
    - (ii) Total contract price decreased by \$ .....
    - (iii) Total contract price unchanged.
  - (3) State reason for modification.
  - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
  - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —
    - (i) A reference to the letter determination; and
    - (ii) A statement of the net amount determined to be due in settlement of the contract.
  - (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) **Item 16B.** The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

53.301-33 Solicitation, Offer and Award.

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER		
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (if other than item 7)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ local time _____							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.		C. E-MAIL ADDRESS	
<b>11. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTNS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (if other than item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	
(Signature of Contracting Officer)							
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable				STANDARD FORM 33 (REV. 9-97) Prescribed by GSA - FAR (48 CFR) 53.214(c)			

Federal Acquisition Regulation

53.301-34

53.301-34 Annual Bid Bond.

<b>ANNUAL BID BOND</b> (See instructions on reverse)	DATE BOND EXECUTED	FORM APPROVED OMB NO.  <b>9000-0045</b>
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (WS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.		
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)  <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION	
SURETY(IES) (Name, business address, and State of incorporation)		
AGENCY TO WHICH BIDS ARE TO BE SUBMITTED		BIDS TO BE SUBMITTED DURING FISCAL YEAR ENDING  September 30, 19 ____
OBLIGATION: We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the penal sum or sums that is sufficient to indemnify the Government in case of the default of the Principal as provided herein. For payment of the penal sum or sums, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.		
CONDITIONS: The Principal contemplates submitting bids from time to time during the fiscal year shown above to the department or agency named above for furnishing supplies or services to the Government. The Principal desires that all of those bids submitted for opening during the fiscal year be covered by a single bond instead of by a separate bid bond for each bid.		
THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon acceptance by the Government of any such bid within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of forms by him; or (b) in the event of failure to execute the further contractual documents and give the bond(s), pays the Government for any cost of acquiring the work which exceeds the amount of the bid.		
WITNESS: The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.		
SIGNATURES	NAMES AND TITLES (Typed)	
PRINCIPAL		
1.	1.	Corporate Seal
(Seal)	2.	
2.	(Seal)	
3.	3.	
(Seal)		
INDIVIDUAL SURETIES		
1.	1.	
(Seal)	2.	
2.	(Seal)	
CORPORATE SURETY		
1.	1.	Corporate Seal
2.	2.	

## INSTRUCTIONS

1. This form is authorized for use in the acquisition of supplies and services, excluding construction, in lieu of Standard Form 24 (Bid Bond). Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.
6. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

STANDARD FORM 34 (REV. 1-90)BACK

[55 FR 25543, June 21, 1990]

Federal Acquisition Regulation

53.301-35

53.301-35 Annual Performance Bond.

<b>ANNUAL PERFORMANCE BOND</b> <small>(See instructions on reverse)</small>	DATE BOND EXECUTED	FORM APPROVED OMB NO.  <b>9000-0045</b>								
<small>Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.</small>										
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION _____									
SURETY(IES) (Name, business address, and State of incorporation)	PENAL SUM OF BOND <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:25%;">MILLIONS</th> <th style="width:25%;">THOUSANDS</th> <th style="width:25%;">HUNDREDS</th> <th style="width:25%;">CENTS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> FISCAL YEAR ENDING <p style="text-align:center;"><b>September 30, 19</b> _____</p>		MILLIONS	THOUSANDS	HUNDREDS	CENTS				
MILLIONS	THOUSANDS	HUNDREDS	CENTS							
AGENCY REPRESENTING THE GOVERNMENT _____										
OBLIGATION: We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.										
CONDITIONS: The Principal contemplates entering into contracts, from time to time during the fiscal year shown above, with the Government department or agency shown above, for furnishing supplies or services to the government. The Principal desires that all of those contracts be covered by one bond instead of by a separate performance bond for each contract.										
THEREFORE: The above obligation is void if the Principal - (a) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all of those contracts entered into during the original term and any extensions granted by the Government with or without notice to the surety(ies) and during the life of any guaranty required under the contracts; and (b) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of those contracts, that subsequently are made. Notice of those modifications to the surety(ies) is waived.										
WITNESS: The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.										
SIGNATURES	NAMES AND TITLES (Typed)									
<b>PRINCIPAL</b>										
1. _____ <small>(Seal)</small>	1. _____	Corporate Seal								
2. _____ <small>(Seal)</small>	2. _____									
3. _____ <small>(Seal)</small>	3. _____									
<b>INDIVIDUAL SURETIES</b>										
1. _____ <small>(Seal)</small>	1. _____									
2. _____ <small>(Seal)</small>	2. _____									
<b>CORPORATE SURETY</b>										
1. _____	1. _____	Corporate Seal								
2. _____	2. _____									
<small>AUTHORIZED FOR LOCAL REPRODUCTION      EXPIRATION DATE 12-31-92      35-105      STANDARD FORM 35 (REV. 1-80) Prescribed by GSA - FAR (48 CFR) 53.228(g)</small>										

## INSTRUCTIONS

1. This form is authorized for use in the acquisition of supplies and services, excluding construction, in lieu of Standard Form 25 (Performance Bond). Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.
6. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

STANDARD FORM 35 (REV. 1-90)BACK

[55 FR 25545, June 21, 1990]

Federal Acquisition Regulation

53.301-44

53.301-44 Standard Form 44, Purchase Order—Invoice—Voucher.

U.S. GOVERNMENT

**PURCHASE ORDER—INVOICE—VOUCHER**

Anyone who finds this booklet, please notify:

OFFICE:

TELEPHONE NUMBER:

NSN 7540-01-152-8068  
PREVIOUS EDITION USABLE  
44-108

STANDARD FORM 44 (Rev. 10-83)  
PRESCRIBED BY GSA,  
FAR (48 CFR) 53.213(c)







**53.301-98 Standard Form 98, Notice of Intention to Make a Service Contract and Response to Notice.**

<p><b>STANDARD FORM 98</b> Rev. Feb. 1973 <b>U.S. DEPARTMENT OF LABOR</b> EMPLOYMENT STANDARDS ADMINISTRATION</p>	<p><b>NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE</b> <i>(See Instructions on Reverse)</i></p>	<p>1. NOTICE NO</p>									
<p><b>MAIL TO:</b></p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p style="text-align: center;">Administrator Wage and Hour Division U.S. Department of Labor Washington, D.C. 20210</p> </div>		<p>2. Estimated solicitation date <i>(use numerals)</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> </table> <p>3. Estimated date bids or proposals to be opened or negotiations begun <i>(use numerals)</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> </table> <p>4. Date contract performance to begin <i>(use numerals)</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> </table>	Month	Day	Year	Month	Day	Year	Month	Day	Year
Month	Day	Year									
Month	Day	Year									
Month	Day	Year									
<p>5. PLACE(S) OF PERFORMANCE</p>		<p>6. SERVICES TO BE PERFORMED <i>(describe)</i></p>									
<p>7. INFORMATION ABOUT PERFORMANCE</p> <p>A. <input type="checkbox"/> Services now performed by a contractor    B. <input type="checkbox"/> Services now performed by Federal employees    C. <input type="checkbox"/> Services not presently being performed</p>											
<p>8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>a. Name and address of incumbent contractor</p> </td> <td style="width: 50%; vertical-align: top;"> <p>b. Number(s) of any wage determination(s) in incumbent's contract</p> </td> </tr> </table>			<p>a. Name and address of incumbent contractor</p>	<p>b. Number(s) of any wage determination(s) in incumbent's contract</p>							
<p>a. Name and address of incumbent contractor</p>	<p>b. Number(s) of any wage determination(s) in incumbent's contract</p>										
<p>c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). <i>Important:</i> Attach copies of current applicable collective bargaining agreements</p>		<p><b>RESPONSE TO NOTICE</b> <i>(by Department of Labor)</i></p> <p>A. <input type="checkbox"/> The attached wage determination(s) listed below apply to procurement.</p> <p>B. <input type="checkbox"/> As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.</p> <p>C. <input type="checkbox"/> From information supplied, the Service Contract Act does not apply <i>(see attached explanation)</i>.</p> <p>D. <input type="checkbox"/> Notice returned for additional information <i>(see attached explanation)</i>.</p>									
<p>9. OFFICIAL SUBMITTING NOTICE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SIGNED:</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td>TYPE OR PRINT NAME</td> <td>TELEPHONE NO.</td> </tr> </table>		SIGNED:	DATE	TYPE OR PRINT NAME	TELEPHONE NO.	<p>Signed: _____ <i>(U.S. Department of Labor)</i></p> <p style="text-align: center;">_____ <i>(Date)</i></p>					
SIGNED:	DATE										
TYPE OR PRINT NAME	TELEPHONE NO.										
<p>10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.</p>											

98-103

## GENERAL EXPLANATION

The amended Service Contract Act requires the Secretary of Labor to issue wage determinations applicable to employees engaged in the performance of service contracts in excess of \$2,500. Standard Form 98, Notice of Intention to Make a Service Contract, with Attachment A, provides an orderly procedure for a contracting agency to request such a wage determination and for the Department of Labor to respond. Any questions as to whether a notice is required in a particular procurement situation should be resolved by reference to Title 29, Part 4, Code of Federal Regulations, or by submission of the question to the Department of Labor.

Under normal circumstances the Department of Labor will respond to a notice within 30 days of receipt. If there is urgent need for more expeditious handling, this should be explained when the notice is submitted. In the event the necessary response is not received by the contracting agency on a timely basis, the Department of Labor should be contacted.

In any case where section 4(c) of the Act requires adherence to compensation provisions of a collective bargaining agreement applicable under a predecessor contract and the agency desires to request a hearing on the issue of substantial variance between the wages and fringe benefits provided under such agreement and those prevailing in the locality, the request should be submitted with the notice of intent, in accordance with the provisions of 29 CFR 4.10, and sufficiently far in advance of the need for the wage determination to allow time for appropriate action as provided in that section of the regulations.

The notice is divided along functional lines: (1) that part which must be completed by the contracting agency, Items 2 through 10 of the basic form and Items 11 through 14 of the attachment; and (2) the Response to Notice to be completed by the Department of Labor. The basic form and its attachment are provided in quadruplicate sets with carbon inserts. The original and two copies of the basic form and of each set of attachments used (with snap-out carbons removed and the forms fastened together) are to be sent to the address preprinted on the basic form. One copy of the basic form and one copy of the attachment are to be retained by the agency.

## INSTRUCTIONS—AGENCY PORTION OF NOTICE

*Entries on Basic Form*

**Item 1**—This number is preprinted on the basic form for identification and control purposes. Refer to this number when contacting the Department of Labor about the notice.

**Item 2**—Enter the estimated solicitation date.

**Item 3**—Enter the date the bids or proposals are expected to be opened or the negotiations started.

**Item 4**—Enter the date contract performance is expected to begin.

**Item 5**—The entry as to place of performance depends on a variety of factors. If the place of performance is fixed, as with a contract for janitorial services at a particular installation, enter the appropriate city, county and State. If performance is to be at several known places, attach a list. If the contract is for transportation services between points, enter the city, county and State of origin and of destination. If the place of performance may be anywhere, depending on who is awarded the contract (as, for example, certain laundry contracts), enter "unknown." If necessary for clarity, attach a brief explanation of the entry in Item 5.

**Item 6**—Describe the services to be performed in such a manner that it will be clear what type or types of services are called for by the contract. In many instances simple entries will suffice: "Janitorial services at Headquarters Building, Fort Sill," "Food service and kitchen police service at Enlisted Mess, Camp A. P. Hill," "Laundry and drycleaning services for Base Hospital, Eglin AFB," "Garbage collection at Ft. Hood." Unusual types of services must be described in more detail.

**Item 7**—Mark the appropriate box.

**Item 8**—It is very important under the amended Service Contract Act that appropriate entries be made in Item 8 if Box A of Item 7 has been marked.

- a. Enter the name and address of the incumbent contractor.
- b. Enter the number(s) of any wage determination(s) made part of the incumbent's contract. For example: 71-69 (Rev. 3) and 69-43 (Rev. 4).
- c. Enter the name(s) of union(s) if any of the services are being performed by the incumbent contractor under collective bargaining agreement(s). If an entry is required in c., a copy of all current applicable collective bargaining agreements must be furnished with the notice. The notice will be returned without action by the Department of Labor if this is not done.

**Item 9**—It is often necessary for the Department of Labor to get in touch with the contracting official who submitted the notice in order to clarify particular points and expedite a response. The name of this official should be printed or typed in the space provided and he should sign his name above. The telephone number, including area code, should be entered. Enter the date the notice is submitted.

**Item 10**—Print or type this entry in the space provided within the brackets. This is used by the Department of Labor to identify the contracting agency and for mailing purposes.

## ENTRIES ON ATTACHMENT A

**Item 11**—Enter the notice number found in Item 1 of the basic form. **Item 12**—Enter the classes of service employees to be employed in performing the contract. A simple entry may suffice: "Janitor," "Window cleaner," "Automotive mechanic," "Guard," "Stenographer," "Typist," "Warehouseman," "File clerk." Where more complex jobs are involved, it will expedite handling to use a few lines below the entry for a class to describe briefly what the employee will do—a sort of capsule job description. The entries in Item 12 are crucial as they enable the Department of Labor to "match" the job to be performed against existing wage determinations or available wage payment data. **Item 13**—Enter the number of employees to be employed in each class listed in Item 12. Do not omit this figure even though it may be necessary to use a rough estimate.

**Item 14**—The amended Service Contract Act (section 2(a)(5)) requires the contracting agency to include in the contract: "A statement of the rates that would be paid by the Federal agency to the various classes of service employees if section 5341 of Title 5, United States Code, were applicable to them." The Secretary of Labor is required to give "due consideration" to such rates in making wage and fringe benefit determinations.

For purposes of the entries in Item 14, assume that each class of employees listed in Item 12 is to be Federally employed; that is, to be employed directly as "wage board" or "blue collar" employees by the contracting agency and who, if so employed, would receive wages as provided in 5 United States Code 5341. Enter the hourly wage rate that each such listed class would be paid. The agency's personnel office may be of help in determining the appropriate hourly rate entries.

While the "statement" made part of the contract must include both the hourly wage rates and fringe benefits that would be paid to the various classes, it is not necessary to furnish fringe benefit information as part of the notice. In giving "due consideration" to the fringe benefits that would be paid, the Department of Labor will consult the formula previously made available to all contracting agencies for use in preparing the "statement" required to be made part of the contract.

## INSTRUCTIONS—RESPONSE PORTION OF NOTICE

*(Completed by Department of Labor)*

The original copy of the basic form and the original copy of the attachment will be returned to the contracting agency with appropriate entries by the Department of Labor in that portion of the basic form reserved for Response to Notice.

- A. If this box is marked, the wage determination(s) applicable will be listed by number and attached. The wage rates and fringe benefits reflected in the attached wage determination(s) are applicable to the procurement and must be made part of the contract. (If wage rates and fringe benefits are not provided in the wage determination(s) for particular classes of service employees to be employed on the contract, conforming action must be taken as provided in Title 29, Part 4, section 4.6(b)(2), Code of Federal Regulations.)
- B. If this box is marked, no wage determination applicable to the specified locality and classes of employees is in effect. However, successor contractors may not pay less than the collectively bargained wage rates and fringe benefits, including any prospective increases, applicable to employees of the predecessor contractor except where, upon a hearing, it is found that such wage rates and fringe benefits are substantially at variance with those that prevail in the locality. In no case may an employee be paid less than the minimum wage under section 6(a)(1) of the Fair Labor Standards Act.
- C. From time to time the Department of Labor receives a notice with respect to a proposed contract which, on the basis of the information supplied by the contracting agency, is not subject to the Service Contract Act. If box C is marked, an explanation will be attached.
- D. This box will be marked if the notice must be returned for additional information. An explanation will be attached so that the contracting agency will know what action to take.

## ADDITIONAL WAGE DATA

The Department of Labor welcomes any wage rate and fringe benefits data the contracting agency may submit in connection with a notice, as well as any explanatory information that will assist in understanding the proposed procurement.



53.301-99

48 CFR Ch. 1 (10-1-01 Edition)

53.301-99 Standard Form 99, Notice of Award of Contract.

<b>Standard Form 99</b> Revised May 1965 DEPARTMENT OF LABOR Wage and Hour and Public Contracts Divisions 99-104		This notice of award is required pursuant to Article 201.1201 of Regulations Part 201, Issued under 41 U.S.C. 35-45		
<b>NOTICE OF AWARD OF CONTRACT</b>				
1. Department or Agency		2. Branch, Bureau, Division, etc.		
3. Address (Street) (City) (State) (ZIP code)		4. Contract No.		
5. Contractor (Name)		6. Invitation for Bids No.		
7. Address (Street) (City) (State) (ZIP code)		8. Manufacturer (check one) Dealer		
9. To be manufactured or supplied by: (other establishments subject to Act)				
(a) (Firm name) (Street) (City) (State) (ZIP code)				
(b)				
(c)				
(d)				
10. Commodity description (Indicate also Federal Supply Class No.)				
11. Amount of Contract		12. Date of Award	13. Completion Date	14. Date Form WH-12 and Poster PG-13 mailed

53.301-120 Standard Form 120, Report of Excess Personal Property.

PAGE 1 OF \_\_\_\_\_

STANDARD FORM 120 REV. APRIL 1957 GEN. SERVS. ADMIN. FPMR (41 CFR) 101-43.311		<b>REPORT OF EXCESS PERSONAL PROPERTY</b>		1. REPORT NO.	2. DATE MAILED	3. TOTAL COST \$	
4. TYPE OF REPORT <small>(Check one only of "a," "b," "c," or "d")</small>		a. ORIGINAL	c. PARTIAL W/D	<small>(Also check "e" and/or "f" if appropriate)</small>		e. OVERSEAS	
		b. CORRECTED	d. TOTAL W/D			f. CONTRACTORS INV	
5. TO (Name and Address of Agency to which report is made) THRU				6. APPROP. OR FUND TO BE REIMBURSED (if any)			
7. FROM (Name and Address of Reporting Agency)				8. REPORT APPROVED BY (Name and Title)			
9. FOR FURTHER INFORMATION CONTACT (Title, Address and Telephone No.)				10. AGENCY APPROVAL (if applicable)			
11. SEND PURCHASE ORDERS OR DISPOSAL INSTRUCTIONS TO (Title, Address and Telephone No.)				12. GSA CONTROL NO.			
13. FSC GROUP NO.	14. LOCATION OF PROPERTY (if location is to be abandoned give date)			15. REIM/REQD YES NO		16. AGENCY CONTROL NO.	17. SURPLUS RELEASE DATE
<b>18. EXCESS PROPERTY LIST</b>							
ITEM NO. (a)	DESCRIPTION (b)	COND. (c)	UNIT (d)	NUMBER OF UNITS (e)	ACQUISITION COST		FAIR VALUE % (h)
					PER UNIT (f)	TOTAL (g)	

STANDARD FORM 120 REV. (Use Standard Form 120A for Continuation Sheets.) 120-125 PREVIOUS EDITION USABLE  
APRIL 1957 EDITION NSN 7540-00-634-4074



53.301-126 Standard Form 126, Report of Personal Property for Sale.

REPORT OF PERSONAL PROPERTY FOR SALE							PAGE 1	OF 	
1. FROM (NAME, ADDRESS AND ZIP CODE OF OWNING AGENCY)			2. REPORT NO.	3. DATE					
6. PUBLIC MAY INSPECT PROPERTY BY CONTACTING (NAME, ADDRESS, ZIP CODE AND TELEPHONE NO.)			4. FSC GROUP	5. TOTAL ACQUISITION COST					
8. TO  •  •  General Services Administration			9. LOADING BY GOVT a. ACTIVITY WILL LOAD FOR PURCHASER <input type="checkbox"/> (1) YES <input type="checkbox"/> (2) NO b. EXTENT (IF CHECKED "YES")		10. PROPERTY IS EXCHANGEABLE <input type="checkbox"/> a. YES <input type="checkbox"/> b. NO			11. PROPERTY IS REIMBURSABLE <input type="checkbox"/> a. YES <input type="checkbox"/> b. NO	
					12. SEND EXECUTED SALES DOCUMENTS TO (NAME, ADDRESS AND ZIP CODE)			13. DEPOSIT PROCEEDS TO (APPROPRIATE FUND SYMBOL AND TITLE)	
15. UTILIZATION AND DONATION SCREENING REQUIREMENTS COMPLETED. PROPERTY IS AVAILABLE FOR SALE			BY (SIGNATURE AND TITLE)						
16. PROPERTY LIST (USE CONTINUATION SHEET, IF NECESSARY)									
ITEM NO. (a)	ITEM NO. ASSIGNED BY GSA (b)	COMMERCIAL, DESCRIPTION AND CONDITION (c)	UNIT (d)	NUMBER OF UNITS (e)	ACQUISITION COST				
					PER UNIT (f)	TOTAL (g)			
17. RECEIPT OF PROPERTY AT GSA SALES SITE OR CENTER ACKNOWLEDGED				18. RECEIPT OF PROPERTY AS HELD BY ACKNOWLEDGED					
SIGNATURE AND TITLE			DATE	SIGNATURE AND TITLE			DATE		
FOR GSA INTERNAL USE ONLY									
19. SALE NO.	20. TYPE OF SALE	21. INSPECTION DATES		22. BID OPENING DATE AND TIME					
126-103				STANDARD FORM 126 (REV. 7-78) Prescribed by GSA, FPMR (41 CFR) 101-45.303					

53.301-126-A

48 CFR Ch. 1 (10-1-01 Edition)

53.301-126-A Standard Form 126-A, Report of Personal Property for Sale (Continuation Sheet).

Standard Form 126-A February 1965 Prescribed by General Services Administration FPMR (41 CFR) 101-45.303		<b>REPORT OF PERSONAL PROPERTY FOR SALE                  (CONTINUATION SHEET)</b>			PAGE ..... OF ..... PAGES	
FROM (Name and address of owning agency. Please include ZIP Code)				FSC GROUP	REPORT NO.	
PROPERTY LIST						
ITEM NO. (a)	ITEM NO. ASSIGNED BY GSA (b)	COMMERCIAL DESCRIPTION AND CONDITION (c)	UNIT (d)	NUMBER OF UNITS (e)	ACQUISITION COST	
					PER UNIT (f)	TOTAL (g)

126-201

53.301-129 SF 129, Solicitation Mailing List Application.

<b>SOLICITATION MAILING LIST APPLICATION</b>				1. TYPE OF APPLICATION <input type="checkbox"/> INITIAL <input type="checkbox"/> REVISION		2. DATE		OMB No.: 9000-0002 Expires: 10/31/97	
<p><b>NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction.</b>                  Public reporting burden for this collection of information is estimated to average .58 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.</p>									
3. SUBMIT TO	a. FEDERAL AGENCY'S NAME				a. NAME				
	b. STREET ADDRESS				b. STREET ADDRESS			c. COUNTY	
	c. CITY		d. STATE	e. ZIP CODE	d. CITY		e. STATE	e. ZIP CODE	
5. TYPE OF ORGANIZATION (Check one)					6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (if different than item 4)				
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> NON-PROFIT ORGANIZATION					a. STREET ADDRESS			b. COUNTY	
<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF:					c. CITY		d. STATE	e. ZIP CODE	
7. NAMES OF OFFICERS, OWNERS, OR PARTNERS									
a. PRESIDENT			b. VICE PRESIDENT			c. SECRETARY			
d. TREASURER			e. OWNERS OR PARTNERS						
8. AFFILIATES OF APPLICANT									
NAME			LOCATION			NATURE OF AFFILIATION			
9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)									
NAME			OFFICIAL CAPACITY			TELEPHONE NUMBER			
						AREA CODE		NUMBER	
10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instruction, if any)									
11a. SIZE OF BUSINESS (See definitions on reverse)			11b. AVERAGE NUMBER OF EMPLOYEES (including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS			11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS			
<input type="checkbox"/> SMALL BUSINESS (If checked, complete items 11B and 11C) <input type="checkbox"/> OTHER THAN SMALL BUSINESS						\$			
12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)			13. TYPE OF BUSINESS (See definitions on reverse)						
<input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS			<input type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> SERVICE ESTABLISHMENT <input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> RESEARCH AND DEVELOPMENT <input type="checkbox"/> SURPLUS DEALER						
14. DUNS NO. (if available)			15. HOW LONG IN PRESENT BUSINESS?						
16. FLOOR SPACE (Square Feet/M <sup>2</sup> )					17. NET WORTH				
a. MANUFACTURING			b. WAREHOUSE		a. DATE		b. AMOUNT		
							\$		
18. SECURITY CLEARANCE (if applicable, check highest clearance authorized)									
FOR		TOP SECRET	SECRET	CONFIDENTIAL	c. NAMES OF AGENCIES GRANTING SECURITY CLEARANCES			d. DATES GRANTED	
a. KEY PERSONNEL									
b. PLANT ONLY									
The information supplied herein (including all pages attached) is correct and neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.									
19a. NAME OF PERSON AUTHORIZED TO SIGN (Type or print)					20. SIGNATURE			21. DATE SIGNED	
19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)									
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable					STANDARD FORM 129 (REV. 12-86) Prescribed by GSA - FAR (48 CFR) 53.214(a)				

## INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity list with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

**SIZE OF BUSINESS DEFINITIONS**  
(See Item 11A.)

a. **Small business concern** - A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. **Affiliates** - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. **Number of employees** - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

**TYPE OF OWNERSHIP DEFINITIONS**  
(See Item 12.)

a. **"Disadvantaged business concern"** - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. **"Women-owned business"** - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

**TYPE OF BUSINESS DEFINITIONS**  
(See Item 13.)

a. **"Manufacturer or producer"** - means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the materials, supplies, articles or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. **"Service establishment"** - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

- **COMMERCE BUSINESS DAILY** - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.

STANDARD FORM 129 (REV. 12-96) BACK

[62 FR 240, Jan. 2, 1997]

53.301-252 Standard Form 252, Architect-Engineer Contract.

<b>ARCHITECT-ENGINEER CONTRACT</b>	1. CONTRACT NO.
	2. DATE OF CONTRACT
3A. NAME OF ARCHITECT-ENGINEER	3B. TELEPHONE NO. (Include Area Code)
3C. ADDRESS OF ARCHITECT-ENGINEER (Include ZIP Code)	
4. DEPARTMENT OR AGENCY AND ADDRESS (Include ZIP Code)	
5. PROJECT TITLE AND LOCATION	
6. CONTRACT FOR (General description of services to be provided)	
7. CONTRACT AMOUNT (Express in words and figures)	
8. NEGOTIATION AUTHORITY	
9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA	

10. The United States of America (called the Government) represented by the Contracting Officer executing this contract, and the Architect-Engineer agree to perform this contract in strict accordance with the clauses and the documents identified as follows, all of which are made a part of this contract:

If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract. The parties hereto have executed this contract as of the date recorded in Item 2.

	SIGNATURES	NAMES AND TITLES (Typed)
	11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR	
A		
B		
C		
D		
	12. THE UNITED STATES OF AMERICA	
		Contracting Officer

STANDARD FORM 252 BACK (REV. 10-83)

53.301-254 Standard Form 254, Architect-Engineer and Related Services Questionnaire.

STANDARD FORM (SF) <b>254</b>	<b>Architect-Engineer and Related Services Questionnaire</b>	Form Approved OMB No. 9000-0004
<p>Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Park Secretariat (YRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0004), Washington, D.C. 20503.</p>		
<p><b>Purpose:</b> The policy of the Federal Government in acquiring architectural, engineering, and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. Standard Form 254, "Architect-Engineer and Related Services Questionnaire," is provided for that purpose. Interested A-E firms (including new, small, and/or minority firms) should complete and file SF 254 with each Federal agency and with appropriate regional or district offices for which the A-E is qualified to perform services. The agency head for each proposed project shall evaluate those qualification resumes, together with any other performance data on file or requested by the agency, in relation to the proposed project. The SF 254 may be used as a basis for selecting firms for discussions, or for screening firms preliminary to inviting submission of additional information.</p>	<p><b>Branch Office:</b> is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.</p> <p><b>Instructions for Filing:</b> Numbers below correspond to numbers contained in form:</p> <ol style="list-style-type: none"> <li>Type accurate and complete name of submitting firm, its address, and zip code.                     <ol style="list-style-type: none"> <li>Indicate whether the form is being submitted in behalf of a parent firm or a branch that office.</li> </ol> </li> <li>Provide date the firm was established under the name shown in question 1.</li> <li>Show date on which form is prepared. All information submitted shall be current and accurate as of this date.</li> <li>Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, joint venture, etc.).</li> </ol> <p>Check appropriate boxes indicating if firm is: (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Woman-owned. (See 48 CFR 19.101 and 52.219-9).</p> <ol style="list-style-type: none"> <li>Branches of subsidiaries of large or parent companies, or conglomerates, should insert name and address of highest-tier owner.                     <ol style="list-style-type: none"> <li>If present firm is the successor to, or outgrowth of, one or more predecessor firms, show name(s) of former entity(ies) and the year(s) of their original establishment.</li> </ol> </li> <li>List not more than two principals from submitting firm who may be contacted by the agency receiving this form. (Different principals may be listed on forms going to another agency.) Listed principals must be empowered to speak for the firm on policy and contractual matters.                     <ol style="list-style-type: none"> <li>Beginning with the submitting office, list name, location, total number of personnel, and telephone numbers for all associated or branch offices, (including any headquarters or foreign offices) which provide A-E and related services.</li> </ol> </li> <li>Show total number of employees, by discipline, in submitting office. (*If form is being submitted by main or headquarters office, firm should list total employees, by discipline, in all offices.) While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines--sociologists, biologists, etc. -- and number of people in each, in blank spaces.</li> </ol>	<p><b>Definitions:</b> "Architect-Engineer Services" are defined in Part 36 of the Federal Acquisition Regulation.</p> <p>"Parent Company" is that firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire; i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" of Firm A is Corporation C.</p> <p>"Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.</p> <p>"Discipline," as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.</p> <p>"Joint Venture" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.</p> <p>"Consultant," as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.</p> <p>"Prime" refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services to produce a completed study or facility. The "prime" would normally be regarded as having full responsibility and liability for quality of performance by itself as well as by subcontractors under its jurisdiction.</p>

STANDARD FORM 254 (REV. 11-92)  
Prescribed by GSA - FAR (48 CFR) 53.236-2(b)

254-104

USN 254-01-52-8073  
Previous edition not usable.

STANDARD FORM (SF) <b>254</b>	<b>Architect-Engineer and Related Services Questionnaire</b>										
<p>9. Using chart (below) insert appropriate index number to indicate range of professional services fees received by submitting firm each calendar year for last five years, most recent year first. Fee summaries should be broken down to reflect the fees received each year for (a) work performed directly for the Federal Government (not including grant and loan projects) or as a sub to other professionals performing work directly for the Federal Government; (b) all other domestic work, U.S. and possessions, including Federally-assisted projects, and (c) all other foreign work.</p> <p><b>Ranges of Professional Services Fees</b></p> <table border="0"> <tr> <td style="text-align: center;">INDEX</td> <td style="text-align: center;">INDEX</td> </tr> <tr> <td>1. Less than \$100,000</td> <td>5. \$1 million to \$2 million</td> </tr> <tr> <td>2. \$100,000 to \$250,000</td> <td>6. \$2 million to \$5 million</td> </tr> <tr> <td>3. \$250,000 to \$500,000</td> <td>7. \$5 million to \$10 million</td> </tr> <tr> <td>4. \$500,000 to \$1 million</td> <td>8. \$10 million or greater</td> </tr> </table> <p>10. Select and enter, in numerical sequence, not more than thirty (30) "Experience Profile Code" numbers from the listing (next page) which most accurately reflect submitting firm's demonstrated technical capabilities and project experience. Carefully review list. (It is recognized some profile codes may be part of other services or projects contained on list; firms are encouraged to select profile codes which best indicate type and scope of services provided on past projects.) For each code number, show total number of projects and gross fees (in thousands) received for profile projects performed by firm during past few years. If firm has one or more capabilities not included on list, insert same in blank spaces at end of list and show numbers in question 10 on the form. In such cases, the filled-in listing must accompany the complete SF 254 when submitted to the Federal agencies.</p> <p>11. Using the "Experience Profile Code" numbers in the same sequence as entered in item 10, give details of at least one recent (within last five years) representative project for each code number, up to a maximum of thirty (30) separate projects, or portions of projects, for which firm was responsible. (Project examples may be used more than once to illustrate different services rendered on the same job. Example: a dining hall may be part of an auditorium or educational facility.) Firms which select less than thirty "profile codes" may list two or more project examples (to illustrate specialization) for each code number so long as total of all project examples does not exceed thirty (30). After each code number in question 11, show: (a) whether firm was "P," the prime professional, or "C," a consultant, or "JV," part of a joint venture on that particular project (new firms, in existence less than five (5) years may use the symbol "IE" to indicate "Individual Experience" as opposed to firm experience); (b) provide name and location of the specific project which typifies firm's (or individual's) performance under that code category; (c) give name and address of the</p>	INDEX	INDEX	1. Less than \$100,000	5. \$1 million to \$2 million	2. \$100,000 to \$250,000	6. \$2 million to \$5 million	3. \$250,000 to \$500,000	7. \$5 million to \$10 million	4. \$500,000 to \$1 million	8. \$10 million or greater	<p>owner of that project; (if government agency, indicate responsible office); (d) show the estimated construction cost (or other applicable cost) for that portion of the project; for which the firm was primarily responsible. (Where no construction was involved, show approximate cost of firm's work); and (e) state year work on that particular project was, or will be, completed.</p> <p>12. The completed SF 254 should be signed by a principal of the firm, preferably the chief executive officer.</p> <p>13. Additional data, brochures, photos, etc. should not accompany this form unless specifically requested.</p> <p><b>NEW FIRMS (not reorganized or recently-amalgamated firms) are eligible and encouraged to seek work from the Federal Government in connection with performance of projects for which they are qualified. Such firms are encouraged to complete and submit Standard Form 254 to appropriate agencies. Questions on the form dealing with personnel or experience may be answered by citing experience and capabilities of individuals in the firm, based on performance and responsibility while in the employ of others. In so doing, notation of this fact should be made on the form. In question 9, write in "N/A" to indicate "not applicable" for those years prior to firm's organization.</b></p>
INDEX	INDEX										
1. Less than \$100,000	5. \$1 million to \$2 million										
2. \$100,000 to \$250,000	6. \$2 million to \$5 million										
3. \$250,000 to \$500,000	7. \$5 million to \$10 million										
4. \$500,000 to \$1 million	8. \$10 million or greater										

Experience Profile Code Numbers for use with questions 10 and 11	
001 Acoustics; Noise Abatement	086 Radar; Sonar; Radio & Radar Telescopes
002 Aerial Photography	087 Railroad; Rapid Transit
003 Agricultural Equipment; Grain Storage; Farm Mechanization	088 Recreation Facilities ( <i>Parks, Marinas, Etc.</i> )
004 Air Pollution Control	089 Rehabilitation ( <i>Buildings; Structures; Facilities</i> )
005 Airports; Navais; Airport Lighting; Aircraft Fueling	090 Resource Recovery; Recycling
006 Airports; Terminals & Hangars; Freight Handling	091 Radio Frequency Systems & Shieldings
007 Arctic Facilities	092 Rivers; Canals; Waterways; Flood Control
008 Auditoriums & Theatres	093 Safety Engineering; Accident Studies; OSHA Studies
009 Automation; Controls; Instrumentation	094 Security Systems; Intruder & Smoke Detection
010 Barracks; Dormitories	095 Seismic Designs & Studies
011 Bridges	096 Sewage Collection; Treatment and Disposal
012 Cemeteries ( <i>Planning &amp; Relocation</i> )	097 Soils & Geologic Studies; Foundations
013 Chemical Processing & Storage	098 Solar Energy Utilization
014 Churches; Chapels	099 Solid Wastes; Incineration; Land Fill
015 Codes; Standards; Ordinances	100 Special Environments; Clean Rooms; Etc.
016 Cold Storage; Refrigeration; Fast Freeze	101 Structural Design; Special Structures
017 Commercial Building ( <i>low rise</i> )	102 Surveying; Platting; Mapping; Flood Plain Studies
018 Communications Systems; TV; Microwave	103 Swimming Pools
019 Computer Facilities; Computer Service Management	104 Storm Water Handling & Facilities
020 Conservation and Resource Management	105 Telephone Systems ( <i>Rural; Mobile; Intercom; Etc.</i> )
021 Construction Management	106 Testing & Inspection Services
022 Corrosion Control; Cathodic Protection; Electrolysis	107 Traffic & Transportation Engineering
023 Cost Estimating	108 Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
024 Dams ( <i>Concrete; Arch</i> )	109 Tunnels & Subways
025 Dams ( <i>Earth; Rock</i> ); Dikes; Levees	110 Urban Renewals; Community Development
026 Desalination ( <i>Process &amp; Facilities</i> )	111 Utilities ( <i>Gas &amp; Steam</i> )
027 Dining Halls; Clubs; Restaurants	112 Value Analysis; Life-Cycle Costing
028 Ecological & Archaeological Investigations	113 Warehouses & Depots
029 Educational Facilities; Classrooms	114 Water Resources; Hydrology; Ground Water
030 Elevators	115 Water Supply; Treatment and Distribution
031 Elevators; Escalators; People-Movers	116 Water Treatment Research Testing Facilities Design
032 Energy Conservation; New Energy Sources	117 Zoning; Land Use Studies
033 Environmental Impact Studies; Assessments or Statements	201 _____
034 Fallout Shelters; Blast-Resistant Design	202 _____
035 Field Houses; Gyms; Stadiums	203 _____
036 Fire Protection	204 _____
037 Fisheries; Fish Ladders	205 _____
038 Garages; Vehicle Maintenance Facilities; Parking Decks	
040 Gas Systems ( <i>Propane; Natural; Etc.</i> )	
041 Graphic Design	
042 Harbors; Jetties; Piers; Ship Terminal Facilities	
043 Heating; Ventilating; Air Conditioning	
044 Health Systems; Planning	
045 Highways; Airports; Air-Base Buildings	
046 Highways; Streets; Airfield Paving	
047 Historical Preservation	
048 Hospital & Medical Facilities	
049 Hotels; Models	
050 Housing ( <i>Residential; Multi-Family; Apartments; Condominiums</i> )	
051 Hydraulics & Pneumatics	
052 Industrial Buildings; Manufacturing Plants	
053 Industrial Processes; Quality Control	
054 Industrial Waste Treatment	
055 Interior Design; Space Planning	
056 Irrigation; Drainage	
057 Judicial and Courtroom Facilities	
058 Laboratories; Medical Research Facilities	
059 Landscaping; Architecture	
060 Libraries; Museums; Galleries	
061 Lighting ( <i>Interiors; Display; Theatre; Etc.</i> )	
062 Lighting ( <i>Exteriors; Display; Streets; Memorials; Athletic Fields; Etc.</i> )	
063 Materials Handling Systems; Conveyors; Sorters	
064 Metallurgy	
065 Microclimatology; Tropical Engineering	
066 Military Design Standards	
067 Mining & Mineralogy	
068 Missile Facilities ( <i>Silos; Fuels; Transport</i> )	
069 Modular Systems Design; Pre-Fabricated Structures or Components	
070 Naval Architecture; Off-Shore Platforms	
071 Nuclear Facilities; Nuclear Shielding	
072 Ordnance; Munitions	
073 Ordnance; Munitions; Special Weapons	
074 Ordnance; Munitions; Special Weapons	
075 Petroleum Exploration; Refining	
076 Petroleum and Fuel ( <i>Storage and Distribution</i> )	
077 Pipelines ( <i>Cross-Country - Liquid &amp; Gas</i> )	
078 Planning ( <i>Community; Regional; Area-wide and State</i> )	
079 Planning ( <i>Site; Installation, and Project</i> )	
080 Plumbing & Piping Design	
081 Pneumatic Structures; Air-Support Buildings	
082 Postal Facilities	
083 Power Generation; Transmission; Distribution	
084 Prisons & Correctional Facilities	
085 Product; Machine & Equipment Design	

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<p><b>STANDARD FORM (SF) 254</b>                  Architect-Engineer and Related Services Questionnaire</p>	<p>1. Firm Name/Business Address:</p> <p>2. Year Present Firm Established _____ 3. Date Prepared: _____</p> <p>4. Specify type of ownership and check below, if applicable.</p> <p><input type="checkbox"/> A. Small Business  <input type="checkbox"/> B. Small Disadvantaged Business  <input type="checkbox"/> C. Woman-owned Business</p>	<p>5a. Former Parent Company Name(s), if any, and Year(s) Established:</p>																								
<p>5. Name of Parent Company, if any:</p>	<p>1a. Submittal is for <input type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office</p>																									
<p>6. Names of not more than Two Principals to Contact: Title/Telephone</p> <p>1) _____</p> <p>2) _____</p>																										
<p>7. Present Offices: City / State / Telephone / No. Personnel Each Office</p> <p>7a. Total Personnel _____</p>																										
<p>8. Personnel by Discipline: (List each person only once, by primary function.)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">_____ Administrative</td> <td style="width:33%;">_____ Oceanographers</td> <td style="width:33%;">_____</td> </tr> <tr> <td>_____ Architects</td> <td>_____ Estimators</td> <td>_____ Planners: Urban/Regional</td> </tr> <tr> <td>_____ Chemical Engineers</td> <td>_____ Geologists</td> <td>_____ Sanitary Engineers</td> </tr> <tr> <td>_____ Civil Engineers</td> <td>_____ Hydrologists</td> <td>_____ Soils Engineers</td> </tr> <tr> <td>_____ Construction Inspectors</td> <td>_____ Interior Designers</td> <td>_____ Specification Writers</td> </tr> <tr> <td>_____ Draftsmen</td> <td>_____ Landscape Architects</td> <td>_____ Structural Engineers</td> </tr> <tr> <td>_____ Ecologists</td> <td>_____ Mechanical Engineers</td> <td>_____ Surveyors</td> </tr> <tr> <td>_____ Economists</td> <td>_____ Mining Engineers</td> <td>_____ Transportation Engineers</td> </tr> </table>			_____ Administrative	_____ Oceanographers	_____	_____ Architects	_____ Estimators	_____ Planners: Urban/Regional	_____ Chemical Engineers	_____ Geologists	_____ Sanitary Engineers	_____ Civil Engineers	_____ Hydrologists	_____ Soils Engineers	_____ Construction Inspectors	_____ Interior Designers	_____ Specification Writers	_____ Draftsmen	_____ Landscape Architects	_____ Structural Engineers	_____ Ecologists	_____ Mechanical Engineers	_____ Surveyors	_____ Economists	_____ Mining Engineers	_____ Transportation Engineers
_____ Administrative	_____ Oceanographers	_____																								
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_____ Economists	_____ Mining Engineers	_____ Transportation Engineers																								
<p>9. Summary of Professional Services Fees</p> <p>Received: (insert index number)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">_____ 19 _____</td> <td style="width:33%;">Last 5 Years (most recent year first)</td> <td style="width:33%;">_____ 19 _____</td> </tr> <tr> <td>Direct Federal contract work, including overseas</td> <td>_____ 19 _____</td> <td>_____ 19 _____</td> </tr> <tr> <td>All other domestic work</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>All other foreign work*</td> <td>_____</td> <td>_____</td> </tr> </table> <p>*Firms interested in foreign work, but without such experience, check here: <input type="checkbox"/></p>			_____ 19 _____	Last 5 Years (most recent year first)	_____ 19 _____	Direct Federal contract work, including overseas	_____ 19 _____	_____ 19 _____	All other domestic work	_____	_____	All other foreign work*	_____	_____												
_____ 19 _____	Last 5 Years (most recent year first)	_____ 19 _____																								
Direct Federal contract work, including overseas	_____ 19 _____	_____ 19 _____																								
All other domestic work	_____	_____																								
All other foreign work*	_____	_____																								

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10. Profile of Firm's Project Experience, Last 5 Years									
Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code
1)			11)			21)			
2)			12)			22)			
3)			13)			23)			
4)			14)			24)			
5)			15)			25)			
6)			16)			26)			
7)			17)			27)			
8)			18)			28)			
9)			19)			29)			
10)			20)			30)			
11. Project Examples, Last 5 Years									
Profile Code	"P," "C," "J," or "E"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual or Estimated)				
	1								
	2								
	3								
	4								
	5								
	6								
	7								

STANDARD FORM 254 PAGE 5 (REV. 11-92)





**53.301-255 Standard Form 255, Architect-Engineer and Related Services Questionnaire for Specific Project.**

STANDARD FORM (SF) <b>255</b> <b>Architect-Engineer and Related Services Questionnaire for Specific Project</b>	Form Approved OMB No. 9000-0005
<p>Public reporting burden for this collection of information is estimated to average 1.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D. C. 20405, and to the Office of Management and Budget, Paperwork Reduction Project (9000-0005), Washington, D. C. 20503.</p> <p><b>Purpose:</b>                  This form is a supplement to the "Architect-Engineer and Related Services Questionnaire" (SF 254). Its purpose is to provide additional information regarding the qualifications of interested firms to undertake a specific Federal A-E project. Firms, or branch offices of firms, submitting this form should enclose (or already have on file with the appropriate office of the agency) a current (within the past year) and accurate copy of the SF 254 for that office.</p> <p>The procurement official responsible for each proposed project may request submission of the SF 255 "Architect-Engineer and Related Services Questionnaire for Specific Project" in accord with applicable civilian and military procurement regulations and shall evaluate such submissions, as well as related information contained on the Standard Form 254 and any other performance data on file with the agency, and shall select firms for subsequent discussions leading to contract award in conformance with Public Law 92-582. This form should only be filed by an architect-engineer or related services firm when requested to do so by the agency or by a public announcement. Responses should be as complete and accurate as possible, contain data relative to the specific project for which you wish to be considered, and should be provided, by the required due date, to the office specified in the request or public announcement.</p> <p>This form will be used only for the specified project. Do not refer to this submittal in response to other requests or public announcements.</p> <p><b>Definitions:</b>                  "Architect-Engineer Services" are defined in Part 36 of the Federal Acquisition Regulation.                  "Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.                  "Discipline," as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.                  "Joint Venture" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.                  "Key Persons, Specialists, and Individual Consultants," as used in this questionnaire, refer to individuals who will have major project responsibility or will provide unusual or unique capabilities for the project under consideration.</p>	
<p><b>Instructions for Filing</b> (Numbers below correspond to numbers contained in form):</p> <ol style="list-style-type: none"> <li>1. Give name and location of the project for which this form is being submitted.</li> <li>2. Provide appropriate data from the <i>Commerce Business Daily</i> (CBD) identifying the particular project for which this form is being filed.                     <ol style="list-style-type: none"> <li>2a. Give the date of the <i>Commerce Business Daily</i> in which the project announcement appeared, or indicate "not applicable" (N/A) if the source of the announcement is other than the CBD.</li> <li>2b. Indicate Agency identification or contract number as provided in the CBD announcement.</li> </ol> </li> <li>3. Show name and address of the individual or firm (or joint venture) which is submitting this form for the project.                     <ol style="list-style-type: none"> <li>3a. List the name, title, and telephone number of that principal who will serve as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the agency to which this form is directed.</li> <li>3b. Give the address of the specific office which will have responsibility for performing the announced work.</li> </ol> </li> <li>4. Insert the number of consultant personnel by discipline proposed for subject project on line (A). Insert the number of in-house personnel by discipline proposed for subject project on line (B). While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines -- sociologists, biologists, etc. -- and number of people in each, in blank spaces.</li> <li>5. Answer only if this form is being submitted by a joint venture of two or more collaborating firms. Show the names and addresses of all individuals or organizations expected to be included as part of the joint venture and describe their particular areas of anticipated responsibility (i.e., technical disciplines, administration, financial, sociological, environmental, etc.).                     <ol style="list-style-type: none"> <li>5a. Indicate, by checking the appropriate box, whether this particular joint venture has worked together on other projects.</li> </ol> </li> </ol> <p>Each firm participating in the joint venture should have a Standard Form 254 on file with the contracting office receiving this form. Firms which do not have such forms on file should provide same immediately along with a notation at the top of page 1 of the form regarding their association with this joint venture submittal.</p>	

STANDARD FORM 255 (REV. 11-82)  
 Prescribed by GSA -- FAR 48 CFR 53.235-2(e)

255-104

NSN 7540-01-152-8074  
 Previous edition not usable

<p>STANDARD FORM (SF) <b>255</b></p> <p><b>Architect-Engineer and Related Services Questionnaire for Specific Project</b></p>	<p>Standard Form 255 General Services Administration Washington, D.C. 20405</p>	<p>6. If respondent is not a joint venture, but intends to use outside (as opposed to in-house or permanently and formally affiliated) consultants or associates, he should provide names and addresses of all such individuals or firms, as well as their particular areas of technical/professional expertise, as it relates to this project. Existence of previous working relationships should be noted. If more than eight outside consultants or associates are anticipated, attach an additional sheet containing requested information.</p> <p>7. Regardless of whether respondent is a joint venture or an independent firm, provide brief resumes of key personnel expected to participate on this project. Care should be taken to limit resumes to only those personnel and specialists who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title, (b) the project assignment or role which that person will be expected to fulfill in connection with this project, (c) the name of the firm or organization, if any, with whom that individual is presently associated, (d) years of relevant experience with present firm and other firms, (e) the highest academic degree achieved and the discipline covered (if more than one highest degree, such as two Ph.D.'s, list both), the year received and the particular technical/professional discipline which that individual will bring to the project, (f) if registered as an architect, engineer, surveyor, etc., show only the field of registration and the year that such registration was first acquired. If registered in several states, do not list states, and (g) a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with Government or agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area, relevant foreign language capabilities, etc. Please limit synopsis of experience to directly relevant information.</p> <p>8. List up to ten projects which demonstrate the firm's or joint venture's competence to perform work similar to that likely to be required on this project. The more recent such projects, the better. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, (b) brief description of type and extent of services provided for each project (submissions by joint ventures should indicate which member of the joint venture was the prime on that particular project and what role it played), (c) name and address of the owner of that project (if Government agency, indicate responsible office), and name and phone number of individual to contact for reference (preferably the project manager), (d) completion date (actual, when available, otherwise estimated), (e) total construction cost of completed project (or where no construction was involved, the approximate cost of your work) and that portion of the cost of the project for which the named firm was/is responsible.</p> <p>9. List only those projects which the A-E firm or joint venture, or members of the joint venture, are currently performing under direct contract with an agency or department of the Federal Government. Exclude any grant or loan projects being financed by the Federal Government but being performed under contract to other non-Federal Governmental entities. Information provided under each heading is similar to that requested in the preceding item 8, except for (d) "Percent Complete." Indicate in this item the percentage of A-E work completed upon filing this form.</p> <p>10. Through narrative discussion, show reason why the firm or joint venture submitting this questionnaire believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by a firm or individuals for similar work, required security clearances, special approaches or concepts developed by the firm relevant to this project, etc. Respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs which best demonstrate design capabilities of the team proposed for this project.</p> <p>11. Completed forms should be signed by the chief executive officer of the joint venture (thereby attesting to the concurrence and commitment of all members of the joint venture), or by the architect-engineer principal responsible for the conduct of the work in the event it is awarded to the organization submitting this form. Joint ventures selected for subsequent discussions regarding this project must make available a statement of participation signed by a principal of each member of the joint venture. <b>ALL INFORMATION CONTAINED IN THE FORM SHOULD BE CURRENT AND FACTUAL.</b></p>
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STANDARD FORM 255 PAGE 2 REV 11-92

<p><b>STANDARD FORM (SF) 255</b>                  Architect-Engineer and Related Services Contract for Specific Project</p>	<p>1. Project Name/Location for which Firm is Filing:</p>	<p>2a. Commerce Business Daily Announcement Date, if any:</p>	<p>2b. Agency Identification Number, if any:</p>																																																																																
<p>3. Firm (or Joint-Venture) Name &amp; Address</p>		<p>3a. Name, Title &amp; Telephone Number of Principal to Contact</p>																																																																																	
<p>3b. Address of office to perform work, if different from item 3</p>																																																																																			
<p>4. Personnel by Discipline: (List each person only once, by primary function.) Enter proposed consultant personnel to be utilized on this project on line (A) and in-house personnel on line (B).</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">(A) _____</td> <td style="width: 10%;">(B) _____</td> <td style="width: 10%;">Electrical Engineers</td> <td style="width: 10%;">(A) _____</td> <td style="width: 10%;">(B) _____</td> <td style="width: 10%;">Oceanographers</td> <td style="width: 10%;">(A) _____</td> <td style="width: 10%;">(B) _____</td> </tr> <tr> <td>(A) _____</td> <td>(B) _____</td> <td>Administrative</td> <td>(A) _____</td> <td>(B) _____</td> <td>Planners - Urban/Regional</td> <td>(A) _____</td> <td>(B) _____</td> </tr> <tr> <td>(A) _____</td> <td>(B) _____</td> <td>Architects</td> <td>(A) _____</td> <td>(B) _____</td> <td>Sanitary Engineers</td> <td>(A) _____</td> <td>(B) _____</td> </tr> <tr> <td>(A) _____</td> <td>(B) _____</td> <td>Chemical Engineers</td> <td>(A) _____</td> <td>(B) _____</td> <td>Soils Engineers</td> <td>(A) _____</td> <td>(B) _____</td> </tr> <tr> <td>(A) _____</td> <td>(B) _____</td> <td>Civil Engineers</td> <td>(A) _____</td> <td>(B) _____</td> <td>Specification Writers</td> <td>(A) _____</td> <td>(B) _____</td> </tr> <tr> <td>(A) _____</td> <td>(B) _____</td> <td>Construction Inspectors</td> <td>(A) _____</td> <td>(B) _____</td> <td>Structural Engineers</td> <td>(A) _____</td> <td>(B) _____</td> </tr> <tr> <td>(A) _____</td> <td>(B) _____</td> <td>Draftsmen</td> <td>(A) _____</td> <td>(B) _____</td> <td>Surveyors</td> <td>(A) _____</td> <td>(B) _____</td> </tr> <tr> <td>(A) _____</td> <td>(B) _____</td> <td>Ecologists</td> <td>(A) _____</td> <td>(B) _____</td> <td>Transportation Engineers</td> <td>(A) _____</td> <td>(B) _____</td> </tr> <tr> <td>(A) _____</td> <td>(B) _____</td> <td>Economists</td> <td>(A) _____</td> <td>(B) _____</td> <td></td> <td>(A) _____</td> <td>(B) _____</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">Total Personnel</td> </tr> </table>				(A) _____	(B) _____	Electrical Engineers	(A) _____	(B) _____	Oceanographers	(A) _____	(B) _____	(A) _____	(B) _____	Administrative	(A) _____	(B) _____	Planners - Urban/Regional	(A) _____	(B) _____	(A) _____	(B) _____	Architects	(A) _____	(B) _____	Sanitary Engineers	(A) _____	(B) _____	(A) _____	(B) _____	Chemical Engineers	(A) _____	(B) _____	Soils Engineers	(A) _____	(B) _____	(A) _____	(B) _____	Civil Engineers	(A) _____	(B) _____	Specification Writers	(A) _____	(B) _____	(A) _____	(B) _____	Construction Inspectors	(A) _____	(B) _____	Structural Engineers	(A) _____	(B) _____	(A) _____	(B) _____	Draftsmen	(A) _____	(B) _____	Surveyors	(A) _____	(B) _____	(A) _____	(B) _____	Ecologists	(A) _____	(B) _____	Transportation Engineers	(A) _____	(B) _____	(A) _____	(B) _____	Economists	(A) _____	(B) _____		(A) _____	(B) _____								Total Personnel
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<p>5. If submittal is by JOINT-VENTURE list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm. (Attach SF 254 for each if not on file with Procuring Office.)</p>																																																																																			
<p>5a. Has this Joint-Venture previously worked together?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>																																																																																			

6. If respondent is not a joint-venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		

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7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	
b. Project Assignment:	
c. Name of Firm with which associated:	
d. Years experience: With This Firm..... With Other Firms.....	
e. Education: Degree(s)/Year/Specialization	
f. Active Registration: Year First Registered/Discipline	
g. Other Experience and Qualifications relevant to the proposed project:	

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7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	
b. Project Assignment:	
c. Name of Firm with which associated:	
d. Years experience: With This Firm..... With Other Firms.....	
e. Education: Degree(s)/Year/Specialization	
f. Active Registration: Year First Registered/Discipline	
g. Other Experience and Qualifications relevant to the proposed project:	

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7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	
b. Project Assignment:	
c. Name of Firm with which associated:	
d. Years experience: With This Firm..... With Other Firms.....	
e. Education: Degree(s)/Year/Specialization	
f. Active Registration: Year First Registered/Discipline	
g. Other Experience and Qualifications relevant to the proposed project:	

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7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	
b. Project Assignment:	
c. Name of Firm with which associated:	
d. Years experience: With This Firm..... With Other Firms.....	
e. Education: Degree(s)/Year/Specialization	
f. Active Registration: Year First Registered/Discipline	
g. Other Experience and Qualifications relevant to the proposed project:	

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8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (In Thousands)	Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

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9. All work by firms or joint-venture members currently being performed directly for Federal agencies.					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (in Thousands)	
				Entire Project	Work For Which Firm Is Responsible

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<p>10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.</p>	
<p>11. The foregoing is a statement of facts. Signature: _____ Typed Name and Title: _____</p>	<p>Date: _____ STANDARD FORM 255 PAGE 11 (REV. 11-92)</p>

[59 FR 11388, Mar. 10, 1994]

53.301-273 Reinsurance Agreement for a Miller Act Performance Bond.

<b>REINSURANCE AGREEMENT FOR A MILLER ACT PERFORMANCE BOND</b> (See instructions on reverse)		OMB No.: 9000-0045	
<small>Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.</small>			
1. DIRECT WRITING COMPANY*		1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT	
		1B. STATE OF INCORPORATION	
2. REINSURING COMPANY		2A. AMOUNT OF THIS REINSURANCE (\$)	
		2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT	
		2C. STATE OF INCORPORATION	
3. DESCRIPTION OF CONTRACT		4. DESCRIPTION OF BOND	
3A. AMOUNT OF CONTRACT		4A. PENAL SUM OF BOND	
3B. CONTRACT DATE	3C. CONTRACT NO.	4B. DATE OF BOND	4C. BOND NO.
3D. DESCRIPTION OF CONTRACT		4D. PRINCIPAL*	
3E. CONTRACTING AGENCY		4E. STATE OF INCORPORATION (If Corporate Principal)	

AGREEMENT:

(a) The Direct Writing Company named above is bound as surety to the United States of America on the performance bond described above, wherein the above described is the principal, for the protection of the United States on the contract described above. The contract is for the construction, alteration, or repair of a public building or public work of the United States and the performance bond was furnished to the United States under the Act of August 24, 1935, as amended (40 U.S.C. 270a-280e), known as the Miller Act. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and countersecured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the performance bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

(a) The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the performance and to the extent of the "Amount of this Reinsurance," or any sum less than the "Amount of this Reinsurance" that is owing and unpaid by the Direct Writing Company to the United States under the performance bond.

(b) If the Direct Writing Company fails to pay any default under the performance bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the performance bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance" the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

(c) If there is a default on the performance bond for the "Amount of this Reinsurance," or more, the Reinsuring Company and the Direct Writing Company hereby covenant and agree that the United States may bring suit against the Reinsuring Company for the "Amount of this Reinsurance" or, in the case the amount of the default is for less than the "Amount of this Reinsurance," for the full amount of the default.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested by officers empowered thereto, on the day and date above written opposite their respective names.

\*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code. (Over)

5. DIRECT WRITING COMPANY		
5A(1) SIGNATURE	(2) ATTEST: SIGNATURE	<i>Corporate Seal</i>
5B(1) NAME AND TITLE <i>(Typed)</i>	(2) NAME AND TITLE <i>(Typed)</i>	
6. REINSURING COMPANY		
6A(1) SIGNATURE	(2) ATTEST: SIGNATURE	<i>Corporate Seal</i>
6B(1) NAME AND TITLE <i>(Typed)</i>	(2) NAME AND TITLE <i>(Typed)</i>	

## INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Miller Act performance bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(h).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of the Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

53.301-274 Reinsurance Agreement for a Miller Act Payment Bond.

<b>REINSURANCE AGREEMENT FOR A MILLER ACT PAYMENT BOND</b> <i>(See instruction on reverse)</i>		OMB No.: 9000-0045	
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.			
1. DIRECT WRITING COMPANY*		1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT	
		1B. STATE OF INCORPORATION	
2. REINSURING COMPANY*		2A. AMOUNT OF THIS REINSURANCE \$	
		2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT	
		2C. STATE OF INCORPORATION	
3. DESCRIPTION OF CONTRACT		4. DESCRIPTION OF BOND	
3A. AMOUNT OF CONTRACT		4A. PENAL SUM OF BOND	
3B. CONTRACT DATE	3C. CONTRACT NO.	4B. DATE OF BOND	4C. BOND NO.
3D. DESCRIPTION OF CONTRACT		4D. PRINCIPAL*	
3E. CONTRACTING AGENCY		4E. STATE OF INCORPORATION <i>(If Corporate Principal)</i>	

AGREEMENT:

(a) The Direct Writing Company named above is bound as a surety on the payment bond described above, wherein the above described is the principal, for the protection of all persons supplying labor and material on the contract described above, which is for the construction, alteration, or repair of a public building or public work of the United States. The payment bond is for the use of persons supplying labor or material, and is furnished to the United States under the Act of August 24, 1935, as amended (40 U.S.C. 270a-270e), known as the Miller Act. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount above opposite the name of the Reinsuring Company (referred to as "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the payments bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

The purpose and intent of this agreement is (a) to guarantee and indemnify the persons who have furnished or supplied labor or material in the prosecution of the work provided for in the contract referred to above (hereinafter referred to as "laborers and materialmen," the term "materialmen" including persons having a direct contractual relation with a subcontractor but no contractual relationship expressed or implied with the contractor who has furnished the said payment bond) against loss under the payment bond to the extent of the "Amount of this Reinsurance," or for any sum less than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the "laborers and materialmen" on the payment bond; and (b) to make the "laborers and materialmen" obligees under this Reinsurance Agreement to the same extent as if their respective names were written herein.

THEREFORE:

1. The Reinsuring Company covenants and agrees -

(a) To pay the "Amount of this Reinsurance" to the "laborers and materialmen" in the event of the Direct Writing Company's failure to pay to the "laborers and materialmen" any default under the payment bond equal to or in excess of the "Amount of this Reinsurance"; and

(b) To pay (1) the full amount to the "laborers and materialmen," or (2) the amount not paid to them by the Direct Writing Company; in case the Direct Writing Company fails to pay the "laborers and materialmen" any default under the payment bond less than the "Amount of this Reinsurance."

\*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code.

(Over)

2. The Reinsuring Company and the Direct Writing Company covenant and agree that, in the case of default on the payment bond for the "Amount of this Reinsurance," or more, the persons given a "right of action" or a "right to sue" on the payment bond by section 2(a) of the Miller Act (40 U.S.C. 270b(a)) may bring suit against the Reinsuring Company in the United States District Court for the district in which the contract described above is to be performed and executed for the "Amount of this Reinsurance" or, if the amount of the default is for less than the "Amount of this Reinsurance," for whatever the full amount of the default may be. The Reinsuring Company further covenants and agrees to comply with all requirements necessary to give such court jurisdiction, and to consent to determination of matters arising under this Reinsurance Agreement in accordance with the law and practice of the court. It is expressly understood by the parties that the rights, powers, and privileges given in this paragraph to persons are in addition to or supplemental to or in accordance with other rights, powers, and privileges which they might have under the statutes of the United States, any States, or the other laws of either, and should not be construed as limitations.

3. The Reinsuring Company and the Direct Writing Company further covenant and agree that the Reinsuring Company designates the process agent, appointed by the Direct Writing Company in the district in which the contract is to be performed and executed, as an agent to accept service of process in any suit instituted on this Reinsurance Agreement, and that the process agent shall send, by registered mail, to the Reinsuring Company at its principal place of business shown above, a copy of the process.

4. The Reinsuring Company and the Direct Writing Company further covenant and agree that this Reinsurance Agreement is an integral part of the payment bond.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing the power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date in Item 1A written opposite their respective names.

5. DIRECT WRITING COMPANY		
5A.(1) SIGNATURE	(2) ATTEST SIGNATURE	<i>Corporate Seal</i>
5B.(1) NAME AND TITLE ( <i>Typed</i> )	(2) NAME AND TITLE ( <i>Typed</i> )	
6. REINSURING COMPANY		
6A.(1) SIGNATURE	(2) ATTEST SIGNATURE	<i>Corporate Seal</i>
6B.(1) NAME AND TITLE ( <i>Typed</i> )	(2) NAME AND TITLE ( <i>Typed</i> )	

**INSTRUCTIONS**

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Miller Act payment bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(i).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

53.301-275 Reinsurance Agreement in Favor of the United States.

<b>REINSURANCE AGREEMENT IN FAVOR OF THE UNITED STATES</b> <i>(See instructions on reverse)</i>		OMB No.: 9000-0045
Public reporting burden for this collection of information is estimated to average 26 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.		
1. DIRECT WRITING COMPANY*	1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT	
	1B. STATE OF INCORPORATION	
2. REINSURING COMPANY*	2A. AMOUNT OF THIS REINSURANCE (\$)	
	2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT	
	2C. STATE OF INCORPORATION	
<b>3. DESCRIPTION OF BOND</b>		
3A. DESCRIPTION OF BOND (Type, purpose etc.) (If associated with contract number, date, amount, etc., include name of Government agency involved.)	3B. PENAL SUM OF BOND \$	
	3C. DATE OF BOND	3D. BOND NO.
	3E. PRINCIPAL*	
	3F. STATE OF INCORPORATION (If Corporate Principal)	

**AGREEMENT:**

(a) The Direct Writing Company named above is bound as surety to the United States of America, on the bond described above, wherein the above-named is the principal. The bond is given for the protection of the United States and the Direct Writing Company has applied to the above Reinsuring Company to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

**TERMS AND CONDITIONS:**

The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the bond to the extent of the "Amount of this Reinsurance," or for any less sum than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the United States.

**THEREFORE:**

1. If the Direct Writing Company fails to pay any default under the bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

2. The Reinsuring Company further covenants and agrees that in case of default on the bond for the "Amount of this Reinsurance," or more, the United States may sue the Reinsuring Company for the "Amount of this Reinsurance" or for the full amount of the default when the default is less than the "Amount of this Reinsurance."

**WITNESS**

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date above -- written opposite their respective names.

(Over)

*\*Items 1, 2, 3E - Furnish legal name, business address and ZIP Code.*

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**STANDARD FORM 275** (REV. 10-88)  
Prescribed by GSA-FAR (48 CFR) 53.228(f)

4. DIRECT WRITING COMPANY		
4A.(1). SIGNATURE	(2). ATTEST: SIGNATURE	Corporate Seal
4B.(1). NAME AND TITLE ( <i>Typed</i> )	4B.(2). NAME AND TITLE ( <i>Typed</i> )	
5. REINSURING COMPANY		
5A.(1). SIGNATURE	(2). ATTEST: SIGNATURE	Corporate Seal
5B.(1). NAME AND TITLE ( <i>Typed</i> )	5B.(2). NAME AND TITLE ( <i>Typed</i> )	

#### INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on bonds running to the United States except Miller Act Performance and Payment Bonds. See FAR (48 CFR) 28.202-1 and 53.228(j) and 31 CFR 223.11(b)(1). If this form is used to reinsure a bid bond, the "Penal Sum of Bond" and "Amount of this Reinsurance" may be expressed as percentage of the bid provided the actual amounts will not exceed the companies' respective underwriting limitations.

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

53.301-279 Federal Procurement Data System (FPDS) Individual Contract Action Report.

<b>FEDERAL PROCUREMENT DATA SYSTEM (FPDS) INDIVIDUAL CONTRACT ACTION REPORT (ICAR)</b>			<b>INTERAGENCY REPORT CONTROL NUMBER 0206-GSA-QU</b>	
1. REPORTING AGENCY CODE (FIPS 95) (4 Pos.)	2. CONTRACT NUMBER (Left justified with no special characters) (15 Pos.)		3. MODIFICATION NUMBER (Left justified; cannot exceed 4 characters) (4 Pos.)	4. CONTRACTING OFFICE ORDER NUMBER (Left justified; cannot exceed 15 characters) (15 Pos.)
5. CONTRACTING OFFICE CODE (5 alpha-numeric character code) (5 Pos.)	6. ACTION DATE (4 digit calendar year and 2 digit month, e.g., 200012) (6 Pos.)	7. TYPE OF DATA ENTRY (1 Pos.) A. Original B. Deleting C. Correcting		8. REPORT PERIOD (4 digit fiscal year and 1 digit quarter, e.g., 20001) (5 Pos.)
9. KIND OF CONTRACT ACTION (1 Pos.) A. Initial Letter Contract B. Definitive Contract Superseding Letter Contract C. New Definitive Contract D. Purchase Orders/BPA Calls Using Simplified Acquisition Procedures E. Order Under Single Award Indefinite Delivery Contract F. Order Under BOA G. Order/Modification Under Federal Schedule Contract H. Modification J. Termination for Default K. Termination for Convenience L. Order Under Multiple Award Contract Z. Initial Load of Federal Schedule Contract			10. DOLLARS OBLIGATED OR DEOBLIGATED THIS ACTION (Right justified; round to nearest 1000; truncate; use lead zeros, e.g., \$49,450 is reported as 00000049) (8 Pos.)	
11. TYPE OF OBLIGATION (1 Pos.) A. Obligated B. Deobligated	12. PRINCIPAL PRODUCT OR SERVICE CODE (FPDS Product Service Code Manual) (4 Pos.)	13. PRINCIPAL NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE (6 Pos.)	14. COMMERCIAL ITEM ACQUISITION PROCEDURES (1 Pos.) Y - Yes N - No	
15. CONTRACTOR NAME (30 Pos.)				

16. CONTRACTOR IDENTIFICATION NUMBER (DUNS) (9 Pos.)	17a. PRINCIPAL PLACE OF PERFORMANCE (State and City Code FIPS 5B) STATE (2 Pos.) CITY (5 Pos.)	17b. FOREIGN COUNTRY (FIPS TO) (2 Pos.)	18. CONTRACT FOR FOREIGN GOVT. OR INTERNATIONAL ORGANIZATION (1 Pos.) Y - Yes N - No	
19. TARIFF OR REGULATED (Pre-CICA) (1 Pos.) Y - Yes N - No	20. PERFORMANCE-BASED SERVICE CONTRACTING (PBSC) (1 Pos.) Y - Yes N - No	21. BUNDLING OF CONTRACT REQUIREMENTS (1 Pos.) Y - Yes N - No	22. COUNTRY OF MANUFACTURE (FIPS TO) (2 Pos.)	
23. SYNOPSIS OF THIS PROCUREMENT PRIOR TO AWARD (1 Pos.) A. Synopsized Prior to Award B. Not Synopsized Due to Urgency C. Not Synopsized for Other Reasons		24. TYPE OF CONTRACT OR MODIFICATION (1 Pos.) A. Fixed-Price Redetermination J. Fixed-Price K. Fixed-Price with Economic Price Adjustment L. Fixed-Price Incentive R. Cost-Plus-Award-Fee S. Cost - No Fee T. Cost Sharing U. Cost-Plus-Fixed-Fee V. Cost-Plus-Incentive Y. Time and Materials Z. Labor Hour		
25. CICA APPLICABILITY (1 Pos.) A. CICA Applicable B. Purchase Orders/BPA Calls Using Simplified Acquisition Procedures C. Subject to Statute Other Than CICA D. Pre-CICA E. Commercial Item Acquisition Procedures Under Test Program		26. SOLICITATION PROCEDURES (Complete only if Item 25 = A) (1 Pos.) A. Full and Open Competition - Sealed Bid B. Full and Open Competition - Competitive Proposal C. Full and Open Competition - Combination D. Architect - Engineer Procedures E. Basic Research F. Multiple Award Schedule G. Alternative Sources H. Reserved J. Reserved K. Set-Aside L. Other Than Full and Open Competition		
27. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION (Complete only if item 26 = L) (1 Pos.) A. Unique Source B. Follow-on Contract C. Unsolicited Research Proposal D. Patent/Data Rights E. Utilities F. Standardization G. Only One Source - Other H. Urgency J. Mobilization, Essential R&D Capability or Expert Services K. Reserved L. International Agreement M. Authorized by Statute N. Authorized for Resale P. National Security Q. Public Interest		28. NUMBER OF OFFERS RECEIVED (Complete only if item 25 = A or E) (1 Pos.) A. 1 B. 2-5 C. 6-10 D. 11-15 E. 16-20 F. 21-50 G. Over 50	29. EXTENT COMPETED (1 Pos.) A. Competed Action B. Not Available for Competition C. Follow-on to Competed Action D. Not Competed	

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STANDARD FORM 279 (REV. 10-2000)  
Prescribed by GSA-FAR (48 CFR) 53.204-2(a)

<b>30. TYPE OF CONTRACTOR (1 Pos.)</b>		<b>31. WOMEN-OWNED BUSINESS (1 Pos.)</b>	<b>32. HUBZONE SMALL BUSINESS CONCERN (1 Pos.)</b>
A. Small Disadvantaged Business B. Other Small Business C. Large Business D. JWOD Nonprofit Agency E. Educational Institution F. Hospital G. Nonprofit Organization H. Reserved	J. Reserved State/Local Government K. Foreign Contractor L. Domestic Contractor Performing Outside US M. Historically Black College/University or Minority Institution (HBCU/MI)	Y - Yes N - No	Y - Yes N - No
<b>33A. HUBZONE PROGRAM (1 Pos.)</b>	<b>33B. SMALL DISADVANTAGED BUSINESS PROGRAMS (1 Pos.)</b>	<b>33C. OTHER PREFERENCE PROGRAMS (1 Pos.)</b>	
A. HUBZone Sole Source B. HUBZone Set-Aside C. HUBZone Price Evaluation Preference D. Combined HUBZone Preference/Small Disadvantaged Business Price Adjustment E. Not Applicable	A. 8(a) Contract Award B. 8(a) with HUBZone Priority C. SDB Set-Aside D. SDB Price Evaluation Adjustment E. SDB Participation Program F. Not Applicable	A. Directed to JWOD Nonprofit Agency B. Small Business Set-Aside C. Buy Indian/Self Determination D. No Preference/Not Listed E. Very Small Business Set-Aside	
<b>33D. HUBZONE PRICE EVALUATION PREFERENCE PERCENT DIFFERENCE (2 Pos.)</b>	<b>33E. SDB PRICE EVALUATION ADJUSTMENT PERCENT DIFFERENCE (2 Pos.)</b>	<b>34. SUBCONTRACTING PLAN (Small, Small Disadvantaged, and Women-Owned Small Business) (1 Pos.)</b>	
		A. Required B. Not Required	
<b>35. SUBJECT TO LABOR STATUTES (1 Pos.)</b>		<b>36. ESTIMATED CONTRACT COMPLETION DATE (4-digit year and 2-digit month, e.g., 200012) (6 Pos.)</b>	<b>37. CONTRACTOR'S TIN (9 Pos.)</b>
A. Walsh-Healey Act B. Reserved C. Service Contract Act D. Davis-Bacon Act	E. Not Subject to Walsh-Healey, Service Contract, or Davis-Bacon Act		
<b>38. COMMON PARENT'S NAME (30 Pos.)</b>		<b>39. COMMON PARENT'S TIN (9 Pos.)</b>	
<b>40. VETERAN-OWNED SMALL BUSINESS (VOSB) (1 Pos.)</b>		<b>41. MULTIPLE AWARD CONTRACT FAIR OPPORTUNITY (1 Pos.)</b>	
A. Service Disabled Veteran Owned Small Business B. Other Veteran Owned Small Business C. Not Veteran Owned Small Business	A. Fair Opportunity Process B. Urgency C. One/Unique Source	D. Follow on Contract E. Minimum Guarantee F. Not Applicable	
<b>SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (Applicable to AGR, DOD, DOE, DOI, DOT, EPA, GSA, HHS, NASA, and VA)</b>			
<b>42. DEMONSTRATION PROGRAM (1 Pos.)</b>	<b>43. EMERGING SMALL BUSINESS (1 Pos.)</b>	<b>44. EMERGING SMALL BUSINESS RESERVE AWARD (1 Pos.)</b>	
Y - Yes N - No	Y - Yes N - No	Y - Yes N - No	
<b>NUMBER OF EMPLOYEES</b>		<b>45. SIZE OF SMALL BUSINESS (1 Pos.)</b>	
<b>OR</b>		<b>AVERAGE ANNUAL GROSS REVENUE</b>	
A. 50 or less B. 51 - 100 C. 101 - 250 D. 251 - 500 E. 501-750 F. 751 - 1,000 G. Over 1,000	M. \$1,000,000 or less N. \$1,000,001 - \$2,000,000 O. \$2,000,001 - \$3,500,000 P. \$3,500,001 - \$5,000,000 Q. \$5,000,001 - \$10,000,000 R. \$10,000,001 - \$17,000,000 S. Over \$17,000,000		
<b>46. RESERVED FOR FPDS (10 Pos.)</b>			
<b>47. OPTIONAL REPORTED DATA ELEMENTS (100 Pos.)</b>		<b>48. FOR AGENCY INTERNAL USE</b>	
<b>49. CONTRACTING OFFICER OR REPRESENTATIVE</b>			
a. TYPED NAME	b. SIGNATURE	c. TELEPHONE	d. DATE SUBMITTED
		AREA CODE    NUMBER	

STANDARD FORM 279 (10-2000) BACK

53.301-281 Federal Procurement Data System (FPDS) Summary Contract Action Report (\$25,000 or Less).

<b>FEDERAL PROCUREMENT DATA SYSTEM (FPDS) SUMMARY CONTRACT ACTION REPORT (\$25,000 OR LESS)</b> <i>(Dollars in thousands, rounded to the nearest thousand)</i>			<b>INTERAGENCY REPORT CONTROL NUMBER</b>  0208-GSA-QU
<b>CIVILIAN AGENCIES</b> Net dollars and number of actions where anticipated value of instrument is \$25,000 or less.		<b>DEPARTMENT OF DEFENSE</b> Net dollars and number of actions where amount obligated on action is \$25,000 or less.	
a. REPORT PERIOD FY: _____ QTR: _____	b. REPORT TYPE <i>(X one)</i> <input type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION	c. REPORTING AGENCY CODE <i>(FPS 95)</i> _____	
d. REPORTING AGENCY NAME _____		e. CONTRACTING OFFICE CODE _____	f. CONTRACTING OFFICE NAME _____

PART I - PRIME CONTRACT ACTIONS OF \$25,000 OR LESS							
	PROCUREMENT METHOD	Number of Actions (a)	NET DOLLAR AMOUNTS <i>(in thousands)</i>				Total Dollars (f)
			Small Business Concerns (b)	Large Business Concerns (c)	Domestic Outside US/ Foreign (d)	Other Entities (e)	
NEW AWARDS AND MODIFICATIONS	1. Tariff or Regulated Acquisitions						
	2. Contract for Foreign Government or International Organization						
	3. Purchases Using Simplified Acquisition Procedures						
	4. Orders - GSA Federal Schedules						
	5. Orders - Other Federal Schedules						
	6. All Other Orders						
	7. Other Procurement Methods						
	8. <b>TOTAL NEW AWARDS AND MODIFICATIONS</b>						
COMPETITION	9. Competed						
	10. Not Competed						
	11. Not Available for Competition						
MODIFICATIONS	12. <b>TOTAL MODIFICATIONS</b> <i>(Excluding Line 3)</i>						

PART II - SELECTED SOCIOECONOMIC STATISTICS <i>(Includes both new awards and modifications)</i>					
CATEGORY	Number of Actions (a)	Total Net Dollars (b)	CATEGORY	Number of Actions (a)	Total Net Dollars (b)
13. Small Business Set-Aside			20. HUBZone Small Business Concerns		
14. Small Business Concerns			21. Women-Owned Small Business Concerns		
15. 8(a) Contract Awards			22. JWOD Nonprofit Agency		
16. Small Disadvantaged Business Set-Aside			23. Service Disabled Veteran Owned Small Business		
17. Small Disadvantaged Business Concerns			24. Veteran Owned Small Business (VOSB)		
18. HBCU/MI					
19. HUBZone Program					

g. PERSON SUBMITTING REPORT			
NAME	SIGNATURE	TELEPHONE	DATE SUBMITTED
		AREA CODE    NUMBER	

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53.301-294 Subcontracting Report for Individual Contracts.

<b>SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS</b> <i>(See instructions on reverse)</i>				OMB No.: 9000-0006 Expires: 04/30/2001	
Public reporting burden for this collection of information is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.					
1. CORPORATION, COMPANY OR SUBDIVISION COVERED			3. DATE SUBMITTED		
a. COMPANY NAME			4. REPORTING PERIOD FROM INCEPTION OF CONTRACT THRU:		
b. STREET ADDRESS			<input type="checkbox"/> MAR 31 <input type="checkbox"/> SEPT 30    YEAR		
c. CITY		d. STATE	e. ZIP CODE		
2. CONTRACTOR IDENTIFICATION NUMBER			5. TYPE OF REPORT		
			<input type="checkbox"/> REGULAR <input type="checkbox"/> FINAL <input type="checkbox"/> REVISED		
6. ADMINISTERING ACTIVITY <i>(Please check applicable box)</i>					
<input type="checkbox"/> ARMY		<input type="checkbox"/> GSA		<input type="checkbox"/> NASA	
<input type="checkbox"/> NAVY		<input type="checkbox"/> DOE		<input type="checkbox"/> OTHER FEDERAL AGENCY <i>(Specify)</i>	
<input type="checkbox"/> AIR FORCE		<input type="checkbox"/> DEFENSE LOGISTICS AGENCY			
7. REPORT SUBMITTED AS <i>(Check one and provide appropriate number)</i>			8. AGENCY OR CONTRACTOR AWARDING CONTRACT		
<input type="checkbox"/> PRIME CONTRACTOR			a. AGENCY'S OR CONTRACTOR'S NAME		
<input type="checkbox"/> SUBCONTRACTOR			b. STREET ADDRESS		
9. DOLLARS AND PERCENTAGES IN THE FOLLOWING BLOCKS:			c. CITY		
<input type="checkbox"/> DO INCLUDE INDIRECT COSTS <input type="checkbox"/> DO NOT INCLUDE INDIRECT COSTS			d. STATE    e. ZIP CODE		
<b>SUBCONTRACT AWARDS</b>					
TYPE	CURRENT GOAL		ACTUAL CUMULATIVE		
	WHOLE DOLLARS	PERCENT	WHOLE DOLLARS	PERCENT	
10a. SMALL BUSINESS CONCERNS <i>(Include SDB, WOSB, HBCU/MI, HUBZone SB, VOSB and Service-Disabled VOSB) (Dollar Amount and Percent of 10c.)</i>					
10b. LARGE BUSINESS CONCERNS <i>(Dollar Amount and Percent of 10c.)</i>					
10c. TOTAL <i>(Sum of 10a and 10b.)</i>		100.0%		100.0%	
11. SMALL DISADVANTAGED (SDB) CONCERNS <i>(Include HBCU/MI) (Dollar Amount and Percent of 10c.)</i>					
12. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS <i>(Dollar Amount and Percent of 10c.)</i>					
13. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCU) AND MINORITY INSTITUTIONS (MI) <i>(If applicable) (Dollar Amount and Percent of 10c.)</i>					
14. HUBZONE SMALL BUSINESS (HUBZone SBI) CONCERNS <i>(Dollar Amount and Percent of 10c.)</i>					
15. VETERAN-OWNED SMALL BUSINESS <i>(Include Service-Disabled Veteran Owned SB) (Dollar Amount and Percent of 10c.)</i>					
16. REMARKS					
17a. NAME OF INDIVIDUAL ADMINISTERING SUBCONTRACTING PLAN			17b. TELEPHONE NUMBER		
			AREA CODE		NUMBER

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STANDARD FORM 294 (REV. 10-2000)  
Prescribed by GSA-FAR 148 CFR 53.219(a)

## GENERAL INSTRUCTIONS

1. This report is not required from small businesses.
2. This report is not required for commercial items for which a commercial plan has been approved, nor from large businesses in the Department of Defense (DOD) Test Program for Negotiation of Comprehensive Subcontracting Plans. The Summary Subcontract Report (SF 295) is required for contractors operating under one of these two conditions and should be submitted to the Government in accordance with the instructions on that form.
3. This form collects subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over \$500,000 (over \$1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HUBZone SB), Veteran-Owned Small Business (VOSB) and Service-Disabled Veteran-Owned Small Business concerns under a subcontracting plan. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, this form also collects subcontract award data for Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs).
4. This report is required for each contract containing a subcontracting plan and must be submitted to the administrative contracting officer (ACO) or contracting officer if no ACO is assigned, semi-annually during contract performance for the periods ended March 31st and September 30th. A separate report is required for each contract at contract completion. Reports are due 30 days after the close of each reporting period unless otherwise directed by the contracting officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report.
5. Only subcontracts involving performance within the U.S., its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands should be included in this report.
6. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in this report.
7. Subcontract award data reported on this form by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors.

## SPECIFIC INSTRUCTIONS

- BLOCK 2:** For the Contractor Identification Number, enter the nine-digit Data Universal Numbering System (DUNS) number that identifies the specific contractor establishment. If there is no DUNS number available that identifies the exact name and address entered in Block 1, contact Dun and Bradstreet Information Services at 1-800-333-0505 to get one free of charge over the telephone. Be prepared to provide the following information: (1) Company name; (2) Company address; (3) Company telephone number; (4) Line of business; (5) Chief executive officer/key manager; (6) Date the company was started; (7) Number of people employed by the company; and; (8) Company affiliation.
- BLOCK 4:** Check only one. Note that all subcontract award data reported on this form represents activity since the inception of the contract through the date indicated in this block.
- BLOCK 5:** Check whether this report is a "Regular," "Final," and/or "Revised" report. A "Final" report should be checked only if the contractor has completed the contract or subcontract reported in Block 7. A "Revised" report is a change to a report previously submitted for the same period.
- BLOCK 6:** Identify the department or agency administering the majority of subcontracting plans.
- BLOCK 7:** Indicate whether the reporting contractor is submitting this report as a prime contractor or subcontractor and the prime contract or subcontract number.
- BLOCK 8:** Enter the name and address of the Federal department or agency awarding the contract or the prime contractor awarding the subcontract.
- BLOCK 9:** Check the appropriate block to indicate whether indirect costs are included in the dollar amounts in blocks 10a through 14. To ensure comparability between the goal and actual columns, the contractor may include indirect costs in the actual column only if the subcontracting plan included indirect costs in the goal.

**BLOCKS 10a through 15:** Under "Current Goal," enter the dollar and percent goals in each category (SB, SDB, WOSB, VOSB, and HUBZone SB) from the subcontracting plan approved for this contract. (If the original goals agreed upon at contract award have been revised as a result of contract modifications, enter the original goals in Block 16. The amounts entered in Blocks 10a through 15 should reflect the revised goals.) Under "Actual Cumulative," enter actual subcontract achievements (dollar and percent) from the inception of the contract through the date of the report shown in Block 4. In cases where indirect costs are included, the amounts should include both direct awards and an appropriate prorated portion of indirect awards.

**BLOCK 10a:** Report all subcontracts awarded to SBs including subcontracts to SDBs, WOSBs, VOSBs and HUBZone SBs. For DOD, NASA, and Coast Guard contracts, include subcontracting awards to HBCUs and MIs.

**BLOCK 10b:** Report all subcontracts awarded to large businesses (LBs).

**BLOCK 10c:** Report on this line the total of all subcontracts awarded under this contract (the sum of lines 10a and 10b).

**BLOCKS 11 through 15:** Each of these items is a subcategory of Block 10a. Note that in some cases the same dollars may be reported in more than one block (e. g., SDBs owned by women or veterans).

**BLOCK 11:** Report all subcontracts awarded to SDBs (including women-owned, veteran-owned, and HUBZone SB SDBs). For DOD, NASA, and Coast Guard contracts, include subcontract awards to HBCUs and MIs.

**BLOCK 12:** Report all subcontracts awarded to Women-Owned firms (including SDBs, VOSB's, and HUBZone SBs owned by women).

**BLOCK 13 (for contracts with DoD, NASA, and Coast Guard):** Report all subcontracts with HBCUs/MIs. Complete the column under "Current Goal" only when the subcontracting plan establishes a goal.

**BLOCK 14:** Report all subcontracts awarded to HUBZone SBs (including women-owned, veteran-owned, and SDB HUBZone SBs).

**BLOCK 15:** Report all subcontracts awarded to VOSBs including Service-Disabled VOSBs (include VOSBs that are also SDBs, WOSBs and HUBZone SBs.).

**BLOCK 16:** Enter a short narrative explanation if (a) SB, SDB, WOSB, VOSB, or HUBZone SB accomplishments fall below that which would be expected using a straight-line projection of goals through the period of contract performance; or (b) if this is a final report, any one of the three goals was not met.

## DEFINITIONS

1. Direct Subcontract Awards are those that are identified with the performance of one or more specific Government contract(s).
2. Indirect costs are those which, because of incurrence for common or joint purposes, are not identified with specific Government contracts; these awards are related to Government contract performance but remain for allocation after direct awards have been determined and identified to specific Government contracts.

## DISTRIBUTION OF THIS REPORT

## For the Awarding Agency or Contractor:

The original copy of this report should be provided to the contracting officer at the agency or contractor identified in Block 8. For contracts with DOD, a copy should also be provided to the Defense Logistics Agency (DLA) at the cognizant Defense Contract Management Area Operations (DCMAO) office.

## For the Small Business Administration (SBA):

A copy of this report must be provided to the cognizant Commercial Market Representative (CMR) at the time of a compliance review. It is NOT necessary to mail the SF 294 to SBA unless specifically requested by the CMR.

STANDARD FORM 294 (REV. 10-2000) BACK

53.301-295 Summary Subcontract Report.

SUMMARY SUBCONTRACT REPORT <i>(See instructions on reverse)</i>			OMB No.: 9000-0007 Expires: 09/30/2003										
Public reporting burden for this collection of information is estimated to average 12.9 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.													
1. CORPORATION, COMPANY OR SUBDIVISION COVERED			3. DATE SUBMITTED										
a. COMPANY NAME			4. REPORTING PERIOD: <input type="checkbox"/> OCT 1 - MAR 31 <input type="checkbox"/> APR 1 - SEPT 30    YEAR 5. TYPE OF REPORT <input type="checkbox"/> REGULAR <input type="checkbox"/> FINAL <input type="checkbox"/> REVISED										
b. STREET ADDRESS													
c. CITY		d. STATE			e. ZIP CODE								
2. CONTRACTOR IDENTIFICATION NUMBER			6. ADMINISTERING ACTIVITY <i>(Please check applicable box)</i>										
<table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <td><input type="checkbox"/> ARMY</td> <td><input type="checkbox"/> DEFENSE LOGISTICS AGENCY</td> <td><input type="checkbox"/> DOE</td> </tr> <tr> <td><input type="checkbox"/> NAVY</td> <td><input type="checkbox"/> NASA</td> <td><input type="checkbox"/> OTHER FEDERAL AGENCY (Specify)</td> </tr> <tr> <td><input type="checkbox"/> AIR FORCE</td> <td><input type="checkbox"/> GSA</td> <td></td> </tr> </table>			<input type="checkbox"/> ARMY	<input type="checkbox"/> DEFENSE LOGISTICS AGENCY	<input type="checkbox"/> DOE	<input type="checkbox"/> NAVY	<input type="checkbox"/> NASA	<input type="checkbox"/> OTHER FEDERAL AGENCY (Specify)	<input type="checkbox"/> AIR FORCE	<input type="checkbox"/> GSA			
<input type="checkbox"/> ARMY	<input type="checkbox"/> DEFENSE LOGISTICS AGENCY	<input type="checkbox"/> DOE											
<input type="checkbox"/> NAVY	<input type="checkbox"/> NASA	<input type="checkbox"/> OTHER FEDERAL AGENCY (Specify)											
<input type="checkbox"/> AIR FORCE	<input type="checkbox"/> GSA												
7. REPORT SUBMITTED AS <i>(Check one)</i>			8. TYPE OF PLAN										
<input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> BOTH			<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> COMMERCIAL PRODUCTS <small>IF PLAN IS A COMMERCIAL PLAN, SPECIFY THE PERCENTAGE OF THE DOLLARS ON THIS REPORT ATTRIBUTABLE TO THIS AGENCY.</small>										
9. CONTRACTOR'S MAJOR PRODUCTS OR SERVICE LINES													
a.		b.											
CUMULATIVE FISCAL YEAR SUBCONTRACT AWARDS <i>(Report cumulative figures for reporting period in Block 4)</i>													
TYPE		WHOLE DOLLARS	PERCENT <small>(To nearest tenth of a %)</small>										
10a. SMALL BUSINESS CONCERNS <i>(Include SDB, WOSB, HBCU/MI, HUBZone SB, VOSB and Service-Disabled VOSB) (Dollar Amount and Percent of 10c.)</i>													
10b. LARGE BUSINESS CONCERNS <i>(Dollar Amount and Percent of 10c.)</i>													
10c. TOTAL <i>(Sum of 10a and 10b.)</i>			100.0%										
11. SMALL DISADVANTAGED (SDB) CONCERNS <i>(Include HBCU/MI) (Dollar Amount and Percent of 10c.)</i>													
12. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS <i>(Dollar Amount and Percent of 10c.)</i>													
13. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCU) AND MINORITY INSTITUTIONS (MI) <i>(If applicable) (Dollar Amount and Percent of 10c.)</i>													
14. HUBZONE SMALL BUSINESS (HUBZone SBI) CONCERNS <i>(Dollar Amount and Percent of 10c.)</i>													
15a. VETERAN-OWNED SMALL BUSINESS (VOSB) CONCERNS <i>(Dollar Amount and Percent of 10c.)</i>													
15b. SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERNS <i>(Dollar Amount and Percent of 10c.)</i>													
16. REMARKS													
17. CONTRACTOR'S OFFICIAL WHO ADMINISTERS SUBCONTRACTING PROGRAM													
a. NAME		b. TITLE		c. TELEPHONE NUMBER									
				AREA CODE    NUMBER									
18. CHIEF EXECUTIVE OFFICER													
a. NAME			c. SIGNATURE										
b. TITLE			d. DATE										
<small>AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is not usable</small>													
<small>STANDARD FORM 295 (REV. 10-2000) Prescribed by GSA - FAR (48 CFR) 53.219(b)</small>													

# Federal Acquisition Regulation

53.301-295

## GENERAL INSTRUCTIONS

1. This report is not required from small businesses.
2. This form collects subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over \$500,000 (over \$1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business, and HUBZone Small Business (HUBZone SB) concerns under a subcontracting plan. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, this form also collects subcontract award data for Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs).
3. This report must be submitted semi-annually (for the six months ended March 31st and the twelve months ended September 30th) for contracts with the Department of Defense (DOD) and annually for the twelve months ended September 30th for contracts with civilian agencies, except for contracts covered by an approved Commercial Plan (see special instructions in right-hand column). Reports are due 30 days after the close of each reporting period.
4. This report may be submitted on a corporate, company, or subdivision (e.g., plant or division operating on a separate profit center) basis, unless otherwise directed by the agency awarding the contract.
5. If a prime contractor/subcontractor is performing work for more than one Federal agency, a separate report shall be submitted to each agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$500,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. (Note that DOD is considered to be a single agency; see next instruction.)
6. For DOD, a consolidated report should be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DOD prime contractors. However, DOD contractors involved in construction and related maintenance and repair must submit a separate report for each DOD component.
7. Only subcontracts involving performance within the U.S., its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands should be included in this report.
8. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in this report.
9. Subcontract award data reported on this form by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors.
10. See special instructions in right-hand column for Commercial Plans.

## SPECIFIC INSTRUCTIONS

- BLOCK 2:** For the Contractor Identification Number, enter the nine-digit Data Universal Numbering System (DUNS) number that identifies the specific contractor establishment. If there is no DUNS number available that identifies the exact name and address entered in Block 1, contact Dun and Bradstreet Information Services at 1-800-333-0505 to get one free of charge over the telephone. Be prepared to provide the following information: (1) Company name; (2) Company address; (3) Company telephone number; (4) Line of business; (5) Chief executive officer/key manager; (6) Date the company was started; (7) Number of people employed by the company; and (8) Company affiliation.
- BLOCK 4:** Check only one. Note that March 31 represents the six months from October 1st and that September 30th represents the twelve months from October 1st. Enter the year of the reporting period.
- BLOCK 5:** Check whether this report is a "Regular," "Final," and/or "Revised" report. A "Final" report should be checked only if the contractor has completed all the contracts containing subcontracting plans awarded by the agency to which it is reporting. A "Revised" report is a change to a report previously submitted for the same period.
- BLOCK 6:** Identify the department or agency administering the majority of subcontracting plans.
- BLOCK 7:** This report encompasses all contracts with the Federal Government for the agency to which it is submitted, including subcontracts received from other large businesses that have contracts with the same agency. Indicate in this block whether the contractor is a prime contractor, subcontractor, or both (check only one).
- BLOCK 8:** Check only one. Check "Commercial Plan" only if this report is under an approved Commercial Plan. For a Commercial Plan, the contractor must specify the percentage of dollars in Blocks 10a through 15b attributable to the agency to which this report is being submitted.
- BLOCK 9:** Identify the major product or service lines of the reporting organization.
- BLOCKS 10a through 15b:** These entries should include all subcontract awards resulting from contracts or subcontracts, regardless of dollar amount, received from the agency to which this report is submitted. If reporting as a subcontractor, report all subcontracts awarded under prime contracts. Amounts

should include both direct awards and an appropriate prorated portion of indirect awards. (The indirect portion is based on the percentage of work being performed for the organization to which thereport is being submitted in relation to other work being performed by the prime contractor/subcontractor.) Do not include awards made in support of commercial business unless "Commercial" is checked in Block 8 (see Special Instructions for Commercial Plans in right hand column). Report only those dollars subcontracted this fiscal year for the period indicated in Block 4.

**BLOCK 10a:** Report all subcontracts awarded to SBs including subcontracts to SDBs, WOSBs, VOSBs, and HUBZone SBs. For DOD, NASA, and Coast Guard contracts, include subcontracting awards to HBCUs and MIs.

**BLOCK 10b:** Report all subcontracts awarded to large businesses (LBs).

**BLOCK 10c:** Report on this line the grand total of all subcontracts (the sum of lines 10a and 10b).

**BLOCKS 11 through 15b:** Each of these items is a subcategory of Block 10a. Note that in some cases the same dollars may be reported in more than one block (e.g., SDBs owned by women), likewise subcontracts to HBCUs or MIs should be reported on both Block 11 and 13.

**BLOCK 11:** Report all subcontracts awarded to SDBs (including women-owned, veteran-owned, and HUBZone SB SDBs). For DOD, NASA, and Coast Guard contracts, include subcontract awards to HBCUs and MIs.

**BLOCK 12:** Report all subcontracts awarded to WOSB firms (including SDBs, VOSBs, and HUBZone SBs owned by women).

**BLOCK 13:** (For contracts with DOD, NASA, and Coast Guard): Enter the dollar value of all subcontracts with HBCUs/MIs.

**BLOCK 14:** Report all subcontracts awarded to HUBZone SBs including women-owned, veteran-owned, and SDB HUBZone SBs.

**BLOCK 15a:** Report all subcontracts awarded to VOSBs (including women-owned, SDB, and HUBZone SB VOSBs).

**BLOCK 15b:** Report all subcontracts awarded to service disabled VOSBs (these subcontracts should also be reported in Block 15a).

## SPECIAL INSTRUCTIONS FOR COMMERCIAL PLANS

1. This report is due on October 30th each year for the previous fiscal year ended September 30th.
2. The annual report submitted by reporting organizations that have an approved company-wide annual subcontracting plan for commercial items shall include all subcontracting activity under commercial plans in effect during the year and shall be submitted in addition to the required reports for other-than-commercial items, if any.
3. Enter in Blocks 10a through 15b the total of all subcontract awards under the contractor's Commercial Plan. Show in Block 8 the percentage of this total that is attributable to the agency to which this report is being submitted. This report must be submitted to each agency from which contracts for commercial items covered by an approved Commercial Plan were received.

## DEFINITIONS

1. Direct Subcontract Awards are those that are identified with the performance of one or more specific Government contract(s).
2. Indirect Subcontract Awards are those which, because of incurrence for common or joint purposes, are not identified with specific Government contracts; these awards are related to Government contract performance but remain for allocation after direct awards have been determined and identified to specific Government contracts.

## SUBMITTAL ADDRESSES FOR ORIGINAL REPORT

For DOD Contractors, send reports to the cognizant contract administration office as stated in the contract.

For Civilian Agency Contractors, send reports to awarding agency:

1. NASA: Forward reports to NASA, Office of Procurement (HS), Washington, DC 20546
2. OTHER FEDERAL DEPARTMENTS OR AGENCIES: Forward report to the OSD/BU Director unless otherwise provided for in instructions by the Department or Agency.

## FOR ALL CONTRACTORS:

SMALL BUSINESS ADMINISTRATION (SBA): Send "info copy" to the cognizant Commercial Market Representative (CMR) at the address provided by SBA. Call SBA Headquarters in Washington, DC at (202) 205-6475 for correct address if unknown.

STANDARD FORM 295 (REV. 10-2000) BACK

[65 FR 60551, Oct. 11, 2000]

53.301-298

48 CFR Ch. 1 (10-1-01 Edition)

53.301-298 Standard Form 298, Report Documentation Page.

REPORT DOCUMENTATION PAGE			Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.</small>				
1. AGENCY USE ONLY (Leave blank)	2. REPORT DATE	3. REPORT TYPE AND DATES COVERED		
4. TITLE AND SUBTITLE			5. FUNDING NUMBERS	
6. AUTHOR(S)				
7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES)			8. PERFORMING ORGANIZATION REPORT NUMBER	
9. SPONSORING / MONITORING AGENCY NAME(S) AND ADDRESS(ES)			10. SPONSORING / MONITORING AGENCY REPORT NUMBER	
11. SUPPLEMENTARY NOTES				
12a. DISTRIBUTION / AVAILABILITY STATEMENT			12b. DISTRIBUTION CODE	
13. ABSTRACT (Maximum 200 words)				
14. SUBJECT TERMS			15. NUMBER OF PAGES	
			16. PRICE CODE	
17. SECURITY CLASSIFICATION OF REPORT	18. SECURITY CLASSIFICATION OF THIS PAGE	19. SECURITY CLASSIFICATION OF ABSTRACT	20. LIMITATION OF ABSTRACT	

NSN 7540-01-280-5500

Standard Form 298 (Rev. 2-89)  
Prescribed by ANSI Std. Z39-18  
298-102

<b>GENERAL INSTRUCTIONS FOR COMPLETING SF 298</b>							
<p>The Report Documentation Page (RDP) is used in announcing and cataloging reports. It is important that this information be consistent with the rest of the report, particularly the cover and title page. Instructions for filling in each block of the form follow. It is important to <i>stay within the lines</i> to meet optical scanning requirements.</p>							
<p><b>Block 1. Agency Use Only (Leave blank).</b></p> <p><b>Block 2. Report Date.</b> Full publication date including day, month, and year, if available (e.g. 1 Jan 88). Must cite at least the year.</p> <p><b>Block 3. Type of Report and Dates Covered.</b> State whether report is interim, final, etc. If applicable, enter inclusive report dates (e.g. 10 Jun 87 - 30 Jun 88).</p> <p><b>Block 4. Title and Subtitle.</b> A title is taken from the part of the report that provides the most meaningful and complete information. When a report is prepared in more than one volume, repeat the primary title, add volume number, and include subtitle for the specific volume. On classified documents enter the title classification in parentheses.</p> <p><b>Block 5. Funding Numbers.</b> To include contract and grant numbers; may include program element number(s), project number(s), task number(s), and work unit number(s). Use the following labels:</p> <table style="margin-left: 20px;"> <tr> <td>C - Contract</td> <td>PR - Project</td> </tr> <tr> <td>G - Grant</td> <td>TA - Task</td> </tr> <tr> <td>PE - Program Element</td> <td>WU - Work Unit Accession No.</td> </tr> </table> <p><b>Block 6. Author(s).</b> Name(s) of person(s) responsible for writing the report, performing the research, or credited with the content of the report. If editor or compiler, this should follow the name(s).</p> <p><b>Block 7. Performing Organization Name(s) and Address(es).</b> Self-explanatory.</p> <p><b>Block 8. Performing Organization Report Number.</b> Enter the unique alphanumeric report number(s) assigned by the organization performing the report.</p> <p><b>Block 9. Sponsoring/Monitoring Agency Name(s) and Address(es).</b> Self-explanatory.</p> <p><b>Block 10. Sponsoring/Monitoring Agency Report Number.</b> (if known)</p> <p><b>Block 11. Supplementary Notes.</b> Enter information not included elsewhere such as: Prepared in cooperation with...; Trans. of...; To be published in.... When a report is revised, include a statement whether the new report supersedes or supplements the older report.</p>	C - Contract	PR - Project	G - Grant	TA - Task	PE - Program Element	WU - Work Unit Accession No.	<p><b>Block 12a. Distribution/Availability Statement.</b> Denotes public availability or limitations. Cite any availability to the public. Enter additional limitations or special markings in all capitals (e.g. NOFORN, REL, ITAR).</p> <p>DOD - See DoDD 5230.24, "Distribution Statements on Technical Documents."                  DOE - See authorities.                  NASA - See Handbook NHB 2200.2.                  NTIS - Leave blank.</p> <p><b>Block 12b. Distribution Code.</b></p> <p>DOD - Leave blank.                  DOE - Enter DOE distribution categories from the Standard Distribution for Unclassified Scientific and Technical Reports.                  NASA - Leave blank.                  NTIS - Leave blank.</p> <p><b>Block 13. Abstract.</b> Include a brief (<i>Maximum 200 words</i>) factual summary of the most significant information contained in the report.</p> <p><b>Block 14. Subject Terms.</b> Keywords or phrases identifying major subjects in the report.</p> <p><b>Block 15. Number of Pages.</b> Enter the total number of pages.</p> <p><b>Block 16. Price Code.</b> Enter appropriate price code (<i>NTIS only</i>).</p> <p><b>Blocks 17. - 19. Security Classifications.</b> Self-explanatory. Enter U.S. Security Classification in accordance with U.S. Security Regulations (i.e., UNCLASSIFIED). If form contains classified information, stamp classification on the top and bottom of the page.</p> <p><b>Block 20. Limitation of Abstract.</b> This block must be completed to assign a limitation to the abstract. Enter either UL (unlimited) or SAR (same as report). An entry in this block is necessary if the abstract is to be limited. If blank, the abstract is assumed to be unlimited.</p>
C - Contract	PR - Project						
G - Grant	TA - Task						
PE - Program Element	WU - Work Unit Accession No.						

Standard Form 298 Back (Rev. 2-89)

[55 FR 3890, Feb. 5, 1990]

53.301-308 Standard Form 308, Request for Determination and Response to Request.



53.301-308 Standard Form 308, Request for Determination and Response to Request.

Request For Wage Determination And Response To Request (Data Given Act as Amended and Related Statutes) U.S. Department of Labor Employment Standards Administration Wage and Hour Division

Form with sections: FOR DEPARTMENT OF LABOR USE, Mail Your Request To, CHECK OR LIST CRAFTS NEEDED, and a list of craft categories.

308-104 NSN 7540-00-105-0078 BILLING CODE 6350-34-M Standard Form 308 (Rev. May 1985) U.S. Department of Labor - 28 CFR Part 1

[55 FR 38519, Sept. 18, 1990]

Federal Acquisition Regulation

53.301-1034

53.301-1034 Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal.

Standard Form 1034 Revised January 1980 Department of the Treasury FORM 4-2000 100-118		<b>PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</b>				VOUCHER NO.
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION		DATE VOUCHER PREPARED		SCHEDULE NO.		
		CONTRACT NUMBER AND DATE		PAID BY		
		REQUISITION NUMBER AND DATE				
PAYEE'S NAME AND ADDRESS				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
SHIPPED FROM		TO		WEIGHT		
				GOVERNMENT B/L NUMBER		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</i>	QUANTITY	UNIT PRICE		AMOUNT
				COST	PER	
(Use continuation sheet(s) if necessary) <b>(Payee must NOT use the space below)</b> <b>TOTAL</b>						
PAYMENT:		APPROVED FOR	EXCHANGE RATE	DIFFERENCES		
<input type="checkbox"/> PROVISIONAL		= \$	= \$1.00			
<input type="checkbox"/> COMPLETE		BY ?				
<input type="checkbox"/> PARTIAL				Amount verified; correct for		
<input type="checkbox"/> FINAL		TITLE		<i>(Signature or initials)</i>		
<input type="checkbox"/> PROGRESS						
<input type="checkbox"/> ADVANCE						
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
		<i>(Date)</i>		<i>(Authorized Certifying Officer)<sup>2</sup></i>		<i>(Title)</i>
ACCOUNTING CLASSIFICATION						
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON <i>(Name of bank)</i>	
	CASH	DATE		PAYEE <sup>3</sup>		
\$						
When stated in foreign currency, insert name of currency.						PER
If the ability to certify and authority to approve are combined in one person, one signature only is necessary, otherwise the approving officer will sign in the space provided, over his official title.						TITLE
When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						

Previous edition usable

NSN 7540-00-634-4206

**PRIVACY ACT STATEMENT**  
The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

53.301-1034A

48 CFR Ch. 1 (10-1-01 Edition)

**53.301-1034A Standard Form 1034A, Public Voucher for Purchases and Services Other Than Personal—Memorandum Copy.**

Standard Form 1034 A Revised January 1980 Department of the Treasury 1 TRFM 4-2000		<b>PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</b>				VOUCHER NO.	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION			DATE VOUCHER PREPARED			SCHEDULE NO.	
			CONTRACT NUMBER AND DATE			<b>PAID BY</b>	
<b>PAYEE'S NAME AND ADDRESS</b>			REQUISITION NUMBER AND DATE				
			DISCOUNT TERMS				
			PAYEE'S ACCOUNT NUMBER				
			GOVERNMENT B/L NUMBER				
SHIPPED FROM		TO		WEIGHT			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</i>	QUAN- TITY	UNIT PRICE		AMOUNT	
				COST	PER		
(Use continuation sheet(s) if necessary) <b>(Payee must NOT use the space below)</b>						<b>TOTAL</b>	
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE						DIFFERENCES	
						Amount verified, correct for <i>(Signature or initials)</i>	
<b>MEMORANDUM</b>							
ACCOUNTING CLASSIFICATION							
<b>PAID BY</b>	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON <i>(Name of bank)</i>		
	CASH	DATE					
	\$						

1034-213

NSN: 7540-00-034-4207

**PRIVACY ACT STATEMENT**  
 The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

53.301-1035 Standard Form 1035, Public Voucher for Purchases and Services Other Than Personal, Continuation Sheet.

Standard Form 1035 September 1973 4 Treasury FRM 2000 1035-110		<b>PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</b> <i>CONTINUATION SHEET</i>				VOUCHER NO.
						SCHEDULE NO.
						SHEET NO.
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT						
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUAN- TITY	UNIT PRICE		AMOUNT
				COST	PER	

53.301-1035A

48 CFR Ch. 1 (10-1-01 Edition)

53.301-1035A Standard Form 1035A, Public Voucher for Purchases and Services Other Than Personal—Memorandum, Continuation Sheet.

Standard Form No. 1035-A September 1973 4 Treasury FRM 2000 1035-209-01		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL MEMORANDUM CONTINUATION SHEET				VOUCHER NO.
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT						SCHEDULE NO.
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary.)</i>	QUAN- TITY	UNIT PRICE		AMOUNT
				COST	PER	

Federal Acquisition Regulation

53.301-1093

53.301-1093 Standard Form 1093, Schedule of Withholdings Under the Davis-Bacon Act and/or the Contract Work Hours and Safety Standards Act.

SCHEDULE OF WITHHOLDINGS UNDER THE DAVIS-BACON ACT (40 U.S.C. 276a)
AND/OR
THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)

TO THE CLAIMS DIVISION
U.S. GENERAL ACCOUNTING OFFICE
WASHINGTON, D.C. 20548

Contractor or subcontractor charged
with violations .....

Prime contractor .....

Contract No. ...., (Date) .....

Report concerning irregularities transmitted to—
....., (Date) .....

Deducted from amounts otherwise due the contractor, for deposit to the account "05X6022," covering wages due the employees whose names, social security numbers, and current addresses are listed on the attached schedule, are withholdings pursuant to the following laws:

Davis-Bacon Act ..... \$ .....
Contract Work Hours and Safety Standards Act ..... \$ .....
Total ..... \$ .....

Forwarded herewith is check No. ...., dated .....
for \$ .....

(Disbursing officer or other administrative official)

Standard Form 1093
October 1971
4 GAO 46
1093-105

53.301-1094

48 CFR Ch. 1 (10-1-01 Edition)

53.301-1094 SF 1094, U.S. Tax Exemption Certificates.

Book No.

UNITED STATES TAX EXEMPTION FORMS  
NSN 7540-01-152-8080  
PREVIOUS EDITION NOT USABLE

***These Are Accountable Forms***

<b>U.S. TAX EXEMPTION FORM</b> Read the instructions on the reverse side.		DEPARTMENT, AGENCY, OR OFFICE		SERIAL NO.	
ITEM PURCHASED FOR EXCLUSIVE USE OF THE U.S. GOVERNMENT (Describe)					
VENDOR FROM WHICH PURCHASED		NAME ADDRESS (No., Street, City, State, and ZIP Code)		QUANTITY	
The information on this form is true and correct to the best of my knowledge and belief.		A tax exemption form has not previously been issued and the described item(s) has (have) been delivered and invoiced pursuant to.		AMOUNT OF TAX EXCLUDED (\$)	
PURCHASER'S SIGNATURE, OFFICE TITLE, AND ADDRESS		P.O. OR CONTRACT NO.		STATE	
SIGNATURE AND TITLE OF VENDOR'S REPRESENTATIVE		DATES		LOCAL	
DATE		DATE		FOR ADMINISTRATIVE OFFICE	
DATE		DATE		D.O. SYMBOL NO.	
DATE		DATE		VOUCHER NO.	
DATE		DATE		DATE	

**STANDARD FORM 1094** (REV. 12-96)  
 Prescribed by GSA-FAR (48 CFR) 53.229

**INSTRUCTIONS**

1. This form will be used to establish the Government's exemption or immunity from State or Local taxes whenever no other evidence is available.
2. This form shall NOT be used for:
  - (a) Purchases of quarters or subsistence made by employees in travel status.
  - (b) Expenses incident to use of a privately owned motor vehicle for which a mileage allowance has been authorized, or
  - (c) Merchandise purchased which is subject only to Federal Tax.
3. If the spaces provided on the face of this form are inadequate, attach a separate statement containing the required information.
4. If both State and local taxes are involved, use a separate form for each tax. The form will be provided to the vendor when the prices exclude State or local tax.
5. The serial number of each form prepared will be shown on the payment voucher.

**THE FRAUDULENT USE OF THIS FORM FOR THE PURPOSE OF OBTAINING EXCEPTION FROM OR ADJUSTMENT OF TAXES IS PROHIBITED.**

**STANDARD FORM 1094 (REV. 12-56) BACK**

In case this book of United States Tax Exemption Forms is  
lost, finder will please put band or string around cover and  
mail to:

GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
GENERAL PRODUCTS COMMODITY CENTER  
ATTN: 7FXM  
819 TAYLOR STREET  
FORT WORTH TX 76102

53.301-1094A SF 1094A, Tax Exemption Certificates Accountability Record.

TAX EXEMPTION FORMS ACCOUNTABILITY RECORD		To be used for convenience of the issuing agency for maintaining a control record of tax exemption forms issued.			
FROM	THROUGH	TAX EXEMPTION FORMS RETURNED / UNUSED FOR REISSUE	FROM	THROUGH	
ISSUED TO		REISSUED TO			
NAME					
TITLE					
OFFICE DESIGNATION					
ISSUING OFFICER		DATE ISSUED		DATE ISSUED	
SIGNATURE		SIGNATURE		SIGNATURE	
TITLE AND OFFICE DESIGNATION		TITLE AND OFFICE DESIGNATION		TITLE AND OFFICE DESIGNATION	

**STANDARD FORM 1094A** (REV. 12-96)  
Prescribed by GSA-FAR (48 CFR) 53.229

FORM NO.	DATE	Vendor Name and Address	Mark "X" in appropriate column to indicate type of tax	ITEM PURCHASED	TAX EXCLUDED (Amount \$)	STATE	LOCAL	TRANSACTION REFERENCE
								Voucher No.: Voucher Date: PO/Cont. No.:
								Voucher No.: Voucher Date: PO/Cont. No.:
								Voucher No.: Voucher Date: PO/Cont. No.:
								Voucher No.: Voucher Date: PO/Cont. No.:
								Voucher No.: Voucher Date: PO/Cont. No.:
								Voucher No.: Voucher Date: PO/Cont. No.:

**STANDARD FORM 1094A (REV. 12-96) BACK**  
 Prescribed by GSA-FAR (48 CFR) 53.229

53.301-1165 Standard Form 1165, Receipt for Cash-Subvoucher.

Standard Form 1165  
GSA GEN. REG. NO. 27  
1165-105

**RECEIPT FOR CASH—SUBVOUCHER**  
(To be used when invoice is not available)

Subvoucher No. \_\_\_\_\_  
Date \_\_\_\_\_

Received in cash from \_\_\_\_\_ and \_\_\_\_\_ (\$ \_\_\_\_\_) for the following:

QUANTITY	ARTICLES OR SERVICES	AMOUNT

Vendor \_\_\_\_\_  
Address \_\_\_\_\_

By \_\_\_\_\_ (Signature of Vendor/Agent)  
Title \_\_\_\_\_

PURPOSE (Project, etc.) \_\_\_\_\_  
APPROPRIATION AND ACCOUNTING CLASSIFICATION \_\_\_\_\_

**DO NOT SIGN IN DUPLICATES**

**INTERIM RECEIPT FOR CASH**

DATE \_\_\_\_\_  
Received of Imprest Fund Cashier  
\$ \_\_\_\_\_ for which I hold  
myself accountable to the United  
States.

\_\_\_\_\_  
(Signature)

**NOTE TO SIGNER**  
Be sure this receipt is marked "VOID"  
and returned to you when the transaction is  
completed or the funds returned to the Cashier.

53.301-1402 Standard Form 1402, Certificate of Appointment.

# Certificate of Appointment

Under authority vested in the undersigned and in conformance with Subpart 1.6 of the Federal Acquisition Regulation

is appointed

## Contracting Officer

for the

## United States of America

Subject to the limitations contained in the Federal Acquisition Regulation and to the following:

Unless sooner terminated, this appointment is effective as long as the appointee is assigned to:

\_\_\_\_\_ (Organization)

\_\_\_\_\_ (Agency/Department)

\_\_\_\_\_ (Signature and Title)

\_\_\_\_\_ (Date) \_\_\_\_\_ (MO)

53.301-1403

48 CFR Ch. 1 (10-1-01 Edition)

53.301-1403 Preward Survey of Prospective Contractor (General).

PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR (GENERAL)		1. SERIAL NO. (For surveying activity use)	FORM APPROVED OMB NO. 9000-0011					
Public reporting burden for this collection of information is estimated to average 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0011), Washington, D.C. 20503.								
<b>SECTION I - REQUEST</b> (For Completion by Contracting Office)								
2. NAME AND ADDRESS OF SURVEYING ACTIVITY		3. SOLICITATION NO.		4. TOTAL OFFERED PRICE				
				\$				
6A. NAME AND ADDRESS OF SECONDARY SURVEY ACTIVITY (For surveying activity use)		5. TYPE OF CONTRACT						
6B. TELEPHONE NO. (Include AUTOVON, WATS or FTS, if available)		7A. NAME AND ADDRESS PROSPECTIVE CONTRACTOR		7C. TELEPHONE NO. (with area code)				
8. WILL CONTRACTING OFFICE PARTICIPATE IN SURVEY? <input type="checkbox"/> YES <input type="checkbox"/> NO		7B. FIRM'S CONTACT		13. NAME AND ADDRESS OF PARENT COMPANY (if applicable)				
9. DATE OF THIS REQUEST		10. DATE REPORT REQUIRED						
11. PROSPECTIVE CONTRACTOR REPRESENTS THAT IT <input type="checkbox"/> IS, <input type="checkbox"/> IS NOT A SMALL BUSINESS CONCERN.		14A. PLANT AND LOCATION (if different from Item 7, above)						
12. WALSH-HEALEY CONTRACTS ACT (check applicable boxes)		A. IS NOT APPLICABLE						
		B. IS APPLICABLE AND PROSPECTIVE CONTRACTOR REPRESENTS HIS CLASSIFICATION AS:						
		<input type="checkbox"/> MANUFACTURER <input type="checkbox"/> REGULAR DEALER						
		<input type="checkbox"/> OTHER (Specify)						
15A. NAME OF REQUESTING ACTIVITY CONTRACTING OFFICER		14B. POINT OF CONTACT		14C. TELEPHONE NO. (with area code)				
15B. SIGNATURE		16A. NAME OF CONTACT POINT AT REQUESTING ACTIVITY (if different from Item 15A)						
15C. TELEPHONE NO. (Include AUTOVON, WATS or FTS, if available)		16B. TELEPHONE NO. (Include AUTOVON, WATS or FTS, if available)						
17. RETURN PREAWARD SURVEY TO THIS ADDRESS:  ATTN:								
<b>SECTION II - DATA</b> (For Completion by Contracting Office)								
18A. ITEM NO.	18B. NATIONAL STOCK NUMBER (NEW) AND NOMENCLATURE	18C. TOTAL QUANTITY	18D. UNIT PRICE	18E. DELIVERY SCHEDULE				
				(a)	(b)	(c)	(d)	(e)
	SOLICITED							
	OFFERED		\$					
	SOLICITED							
	OFFERED		\$					
	SOLICITED							
	OFFERED		\$					
	SOLICITED							
	OFFERED		\$					
	SOLICITED							
	OFFERED		\$					
	SOLICITED							
	OFFERED		\$					
	SOLICITED							
	OFFERED		\$					
	SOLICITED							
	OFFERED		\$					

Federal Acquisition Regulation

53.301-1403

SECTION III - FACTORS TO BE INVESTIGATED

19. MAJOR FACTORS			CHK (a)	SAT (b)	UN-SAT (c)	20. OTHER FACTORS (Provide specific requirements in Remarks)			CHK (a)	SAT (b)	UN-SAT (c)
A. TECHNICAL CAPABILITY						A. GOVERNMENT PROPERTY CONTROL					
B. PRODUCTION CAPABILITY						B. TRANSPORTATION					
C. QUALITY ASSURANCE CAPABILITY						C. PACKAGING					
D. FINANCIAL CAPABILITY						D. SECURITY					
E. ACCOUNTING SYSTEM						E. SAFETY					
21. IS THIS A SHORT FORM PREAWARD REPORT? (For completion by surveying activity)						F. ENVIRONMENTAL/ENERGY CONSIDERATIONS					
<input type="checkbox"/> YES <input type="checkbox"/> NO						G. FLIGHT OPERATIONS/FLIGHT SAFETY					
22. IS A FINANCIAL ASSISTANCE PAYMENT PROVISION IN THE SOLICITATION? (For completion by contracting activity)						H. OTHER (Specify)					
<input type="checkbox"/> YES <input type="checkbox"/> NO											
23. REMARKS (For Contracting Activity Use)											

SECTION IV - SURVEYING ACTIVITY RECOMMENDATIONS		
24. RECOMMEND  <input type="checkbox"/> A. COMPLETE AWARD <input type="checkbox"/> B. PARTIAL AWARD (Quantity _____) <input type="checkbox"/> C. NO AWARD	25A. NAME AND TITLE OF SURVEY APPROVING OFFICIAL	25B. TELEPHONE NO.
	25C. SIGNATURE	25D. DATE

STANDARD FORM 1403 (REV. 9-88) BACK

[55 FR 25553, June 21, 1990]

53.301-1404

48 CFR Ch. 1 (10-1-01 Edition)

**53.301-1404 Preaward Survey of Prospective Contractor—Technical.**

<b>PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR TECHNICAL</b>	SERIAL NO. (For surveying activity use)	FORM APPROVED OMB NO. <b>9000-0011</b>
	PROSPECTIVE CONTRACTOR	

Public reporting burden for this collection of information is estimated to average 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0011), Washington, D.C. 20503.

1. RECOMMENDED

a. COMPLETE AWARD       b. PARTIAL AWARD (Quantity: \_\_\_\_\_)       c. NO AWARD

2. NARRATIVE (include the following information concerning key personnel who will be involved with the prospective contract: (1) Names, qualifications/experience and length of affiliation with prospective contractor; (2) Evaluate technical capabilities with respect to the requirements of the proposed contract or item classification; (3) Description of any technical capabilities which the prospective contractor lacks. Comment on the prospective contractor's efforts to obtain the needed technical capabilities.)

IF CONTINUATION SHEETS  
ATTACHED - MARK HERE

3. FIRM HAS AND/OR UNDERSTANDS (Give explanation for any items marked "NO" in 2. narrative)

a. SPECIFICATIONS	<input type="checkbox"/> YES <input type="checkbox"/> NO	b. EXHIBITS	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. DRAWINGS	<input type="checkbox"/> YES <input type="checkbox"/> NO	d. TECHNICAL DATA REQUIREMENTS	<input type="checkbox"/> YES <input type="checkbox"/> NO

4. SURVEY MADE BY	a. SIGNATURE AND OFFICE (include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE SIGNED
5. SURVEY REVIEWING OFFICIAL	a. SIGNATURE AND OFFICE (include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE REVIEWED

AUTHORIZED FOR LOCAL REPRODUCTION    EXPIRATION DATE: 9-30-91    1404-103    STANDARD FORM 1404 (REV. 9-88) Prescribed by GSA - FAR (48 CFR) 53.209-1(b)

[55 FR 25555, June 21, 1990]

Federal Acquisition Regulation

53.301-1405

53.301-1405 Preaward Survey of Prospective Contractor—Production.

<b>PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR PRODUCTION</b>	SERIAL NO. (For surveying activity use)	FORM APPROVED OMB NO. <b>9000-0011</b>
	PROSPECTIVE CONTRACTOR	

Public reporting burden for this collection of information is estimated to average 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0011), Washington, D.C. 20503.

SECTION I -- RECOMMENDATION

1. RECOMMENDED

a. COMPLETE AWARD     
  b. PARTIAL AWARD (Quantity: \_\_\_\_\_)     
  c. NO AWARD

2. NARRATIVE (Cite those sections of this report which substantiate the recommendations. List any other backup information in this space or on attached sheet if necessary. Identify any formal systems reviews and state results.)

IF CONTINUATION SHEETS ATTACHED - MARK HERE <input type="checkbox"/>			
3. SURVEY MADE BY	a. SIGNATURE AND OFFICE (include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE SIGNED
4. SURVEY REVIEWING OFFICIAL	a. SIGNATURE AND OFFICE (include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE REVIEWED

AUTHORIZED FOR LOCAL REPRODUCTION      EXPIRATION DATE: 9-30-91      1405-103      STANDARD FORM 1405 (REV. 9-88) Prescribed by GSA - FAR (48 CFR) 53.209-1(c)

SECTION II - PLANT FACILITIES						
1. SIZE OF TRACT		4. DESCRIPTION AND TYPE OF BUILDING(S)				
2. SQUARE FEET UNDER ROOF		3. NO. OF BUILDINGS		<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED (Give expiration date)		
5. SPACE				6. MISCELLANEOUS PLANT OBSERVATIONS		
TYPE		SQUARE FEET	ADE- QUATE	NADE- QUATE	(Explain any items marked "NO" on an attached sheet.)	
MANUFACTURING	a. TOTAL MANUFACTURING SPACE				a. GOOD HOUSEKEEPING MAINTAINED	
	b. SPACE AVAILABLE FOR OFFERED ITEM				b. POWER AND FUEL SUPPLY ADEQUATE TO MEET PRODUCTION REQUIREMENTS	
STORAGE	c. TOTAL STORAGE SPACE				c. ALTERNATE POWER AND FUEL SOURCE AVAILABLE	
	d. FOR INSPECTION LOTS				d. ADEQUATE MATERIAL HANDLING EQUIPMENT AVAILABLE	
	e. FOR SHIPPING QUANTITIES				e. TRANSPORTATION FACILITIES AVAILABLE FOR SHIPPING PRODUCT	
	f. SPACE AVAILABLE FOR OFFERED ITEM				f. OTHER (Specify)	
	g. AMOUNT OF STORAGE THAT CAN BE CONVERTED FOR MANUFACTURING, IF REQUIRED				g.	
					h.	

SECTION III - PRODUCTION EQUIPMENT								
LIST MAJOR EQUIPMENT REQUIRED (Include GFP and annotate it as such)	QUANTITY REQUIRED FOR PROPOSED CONTRACT (a)	TOTAL QTY. RECD. DUR- INIS LIFE OF PROPOSED CONTRACT (c)	QUANTITY ON HAND (d)	CONDI- TION (e)			SOURCE, IF NOT ON HAND (g)	VERIFIED DELIVERY DATE (h)
				G	F	P		
1. MANUFACTURING								
2. SPECIAL TOOLING								
3. SPECIAL TEST								

\* Coordinate shortage information for financial implications.

SECTION IV - MATERIALS, PURCHASED PARTS AND SUBCONTRACTS		
1. PARTS/MATERIALS/SUBCONTRACTS WITH LONGEST LEAD TIME OR CRUCIAL ITEMS		
DESCRIPTION (a)	SOURCE (b)	VERIFIED DELIVERY DATE TO MEET PROD. (c)

2. DESCRIBE THE MATERIAL CONTROL SYSTEM, INDICATING WHETHER IT IS CURRENTLY OPERATIONAL, AND EVALUATE ITS ABILITY TO MEET THE NEEDS OF THE PROPOSED ACQUISITION.

SECTION V - PERSONNEL						
TYPE OF EMPLOYEES	1. NUMBER AND SOURCE OF EMPLOYEES				SOURCE	2. SHIFTS ON WHICH WORK IS TO BE PERFORMED
	NO. ON BOARD	ADD. NO. REQUIRED	AVAIL.			<input type="checkbox"/> FIRST <input type="checkbox"/> SECOND <input type="checkbox"/> THIRD
			YES	NO		3. UNION AFFILIATION
a. Skilled Production						
b. Unskilled Production						AGREEMENT EXPIRATION DATE ▶
c. Engineering						4. RELATIONSHIP WITH LABOR INDICATES PROBLEMS AFFECTING TIMELY PERFORMANCE OF PROPOSED CONTRACT (if "Yes," explain on attached sheet)
d. Administrative						<input type="checkbox"/> YES <input type="checkbox"/> NO
e. TOT. (Lines a thru d)						

SECTION VI - DELIVERY PERFORMANCE RECORD

SECTION VII - RELATED PREVIOUS PRODUCTION (Government)						
PAST YEAR PRODUCTION		GOVERNMENT CONTRACT NUMBER <sup>1/</sup>	PERFORMANCE		QUANTITY	DOLLAR VALUE (\$000)
ITEM NOMENCLATURE (a)	NATIONAL STOCK NO. (NSN) (b)		ON SCHED. (c)	DELINQUENT (e)		

<sup>1/</sup> Identify identical items by an asterisk (\*) after the Government contract number.

SECTION VIII - CURRENT PRODUCTION												
(Government and civilian concurrent production schedule using same equipment and/or personnel as offered item.)												
ITEM(S) (Include Government Contract No., if applicable. Identify unsatisfactory performance with asterisk (*))	MONTHLY SCHEDULE OF CONCURRENT DELIVERIES (Quantity)											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	BAL.	
1. BEING PRODUCED												
2. PENDING AWARD												

SECTION IX - ORGANIZATION AND MANAGEMENT DATA

Provide the following information in SECTION I NARRATIVE:

- Describe the relationship between management, production, and inspection. Attach an organizational chart, if available.
- Describe the prospective contractor's production control system. State whether or not it is operational.
- Evaluate the prospective contractor's production control system in terms of (a) historical effectiveness, (b) the proposed contract, and (c) total production during performance of the proposed contract.
- Comment on or evaluate other areas unique to this survey (include all special requests by the contracting office and any other information pertinent to the proposed contract or item classification).

Federal Acquisition Regulation

53.301-1406

53.301-1406 Preaward Survey of Prospective Contractor—Quality Assurance.

PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR QUALITY ASSURANCE	SERIAL NO. <i>(For surveying activity use)</i>	OMB No.: 9000-0011
	Expires: 10/31/2000	
PROSPECTIVE CONTRACTOR		

Public reporting burden for this collection of information is estimated to average 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

SECTION I - RECOMMENDATION

1. RECOMMEND:       AWARD       NO AWARD *(Provide full substantiation for recommendation in 4. NARRATIVE)*
2. IF PROSPECTIVE CONTRACTOR RECEIVES AWARD, A POST AWARD CONFERENCE IS RECOMMENDED.       YES       NO
3. AN ON-SITE SURVEY WAS PERFORMED.       YES       NO
4. NARRATIVE

IF CONTINUATION SHEETS  
ATTACHED - MARK HERE

5. SURVEY MADE BY			6. SURVEY REVIEWING OFFICIAL		
A. SIGNATURE	B. DATE SIGNED		A. SIGNATURE	B. DATE REVIEWED	
C. NAME			C. NAME		
D. OFFICE			D. OFFICE		
E. AREA CODE	F. TELEPHONE NUMBER	G. EXT.	E. AREA CODE	F. TELEPHONE NUMBER	G. EXT.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is not usable.

STANDARD FORM 1406 (REV. 11-97)  
Prescribed by GSA  
FAR (48 CFR) 53.209-1(d)

SECTION II - COMPANY AND SOLICITATION DATA			
1. BRIEFLY DESCRIBE HOW QUALITY ASSURANCE RESPONSIBILITIES ARE ACCOMPLISHED.			
2. QUALITY ASSURANCE OFFICIALS CONTACTED			
A. NAME	B. TITLE	C. YEARS OF QUALITY ASSURANCE EXPERIENCE	
3. APPLICABLE CONTRACT QUALITY REQUIREMENTS			
A. NUMBER	B. TITLE	C. TAILORING (If any)	
4. <input type="checkbox"/> IDENTICAL OR <input type="checkbox"/> SIMILAR ITEMS HAVE BEEN <input type="checkbox"/> PRODUCED, <input type="checkbox"/> SUPPLIED, OR <input type="checkbox"/> SERVICED BY PROSPECTIVE CONTRACTOR			
If similar items, identify: _____			
SECTION III - EVALUATION CHECKLIST			
STATEMENTS		YES	NO
1. These items (where applicable to the contract) are understood by the prospective contractor.	A. Exhibits, technical data, drawings, specifications, and approval requirements.		
	B. Preservation, packaging, packing, and marking requirements.		
	C. Other (Specify)		
2. Records available indicate that the prospective contractor has a satisfactory quality performance record during the past twelve (12) months for similar items.			
3. Used, reconditioned, or remanufactured material and former Government surplus material will be furnished by the prospective contractor. (If Yes, explain in Section I NARRATIVE)			
4. Prospective contractor will require unusual assistance from the Government. (If Yes, explain in Section I NARRATIVE)			
5. Did prospective contractor fulfill commitments to correct deficiencies, as proposed on previous surveys, when awarded that contract? (If No, explain in Section I NARRATIVE)			
6. Quality verification personnel	NUMBER SKILLED	NUMBER SEMI-SKILLED	
7. Quality verification to production personnel ratio.	RATIO		
THE FOLLOWING ARE AVAILABLE AND ADEQUATE. (If not applicable, show "N/A" in "Yes" column.)			
8. Inspection and test equipment, gauges, and instruments for first article and production (including solicitation specified equipment).			
9. Calibration/metrology program.			
10. Quality system procedures and controls.			
11. Control of specifications, drawings, changes and modifications, work/process instructions.			
12. System for determining inspection, test, and measurement requirements.			
13. Purchasing: Processes for selecting qualified suppliers and assuring the quality of purchased materials.			
14. Product identification, segregation, traceability, and maintenance.			
15. Government furnished property controls.			
16. Process controls.			
17. Nonconforming product: System for timely identification, disposition, correction of deficiencies, and corrective and preventative action.			
18. Preservation, storage, packaging, packing, marking, and delivery controls.			
19. Records (such as: inspection, test, status, corrective actions, calibration, etc.)			
20. Controls for investigation of customer complaints and correction of deficiencies.			
21. Design controls system.			
22. Computer software (deliverable and/or non-deliverable) quality assurance program.			
23. Management review and internal quality audits.			
24. Quality assurance training program.			
25. Installation and servicing quality assurance program.			
26. Statistical techniques.			

STANDARD FORM 1406 (REV. 11-97) BACK

Federal Acquisition Regulation

53.301-1407

53.301-1407 Preaward Survey of Prospective Contractor—Financial Capability.

<b>PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR FINANCIAL CAPABILITY</b>	SERIAL NO. (For surveying activity use)	FORM APPROVED OMB NO. <b>9000-0011</b>
	PROSPECTIVE CONTRACTOR	

Public reporting burden for this collection of information is estimated to average 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0011), Washington, D.C. 20503.

SECTION I - RECOMMENDATION

1. RECOMMENDED

a. COMPLETE AWARD       b. PARTIAL AWARD (Quantity: \_\_\_\_\_)       c. NO AWARD

2. TOTAL OFFERED PRICE \_\_\_\_\_

3. NARRATIVE (Cite those sections of the report which substantiate the recommendation. Give any other backup information in this space or on an additional sheet, if necessary.)

			IF CONTINUATION SHEETS ATTACHED - MARK HERE <input type="checkbox"/>
4. SURVEY MADE BY	a. SIGNATURE AND OFFICE (include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE SIGNED
5. SURVEY REVIEWING OFFICIAL	a. SIGNATURE AND OFFICE (include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE REVIEWED

AUTHORIZED FOR LOCAL REPRODUCTION    EXPIRATION DATE: 9-30-91    1407-103    STANDARD FORM 1407 (REV. 9-88)  
Previous edition is usable.    Prescribed by GSA - FAR (48 CFR) 53.209-1(e)

SECTION II - GENERAL					
1. TYPE OF COMPANY <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SUBSIDIARY <input type="checkbox"/> DIVISION <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> OTHER (Specify)			3. NAME AND ADDRESS OF: a. PARENT CO.  b. SUBSIDIARIES		
2. YEAR ESTABLISHED:					
SECTION III - BALANCE SHEET/PROFIT AND LOSS STATEMENT					
PART A - LATEST BALANCE SHEET			PART B - LATEST PROFIT AND LOSS STATEMENT		
1. DATE	2. FILED WITH		1. CURRENT PERIOD	2. FILED WITH	
			a. FROM	b. TO	
3. FINANCIAL POSITION					
a. Cash	\$		3. NET SALES	a. CURRENT PERIOD	\$
b. Accounts Receivable				b. First prior fiscal year	
c. Inventory				c. Second prior fiscal year	
d. Other Current Assets			4. NET PROFITS BEFORE TAXES	a. CURRENT PERIOD	\$
e. Total Current Assets				b. First prior fiscal year	
f. Fixed Assets				c. Second prior fiscal year	
g. Current Liabilities			PART C - OTHER		
h. Long Term Liabilities			1. FISCAL YEAR ENDS (Date):		
i. Total Liabilities			2. BALANCE SHEETS AND PROFIT AND LOSS STATEMENTS HAVE BEEN CERTIFIED		
j. Net Worth			a. THROUGH (Date) b. BY (Signature)		
4. WORKING CAPITAL (Current Assets less Current Liabilities)			3. OTHER PERTINENT DATA		
5. RATIOS					
a. CURRENT ASSETS TO CURRENT LIABILITIES	b. ACID TEST (Cash, temporary investments held in lieu of cash and current receivables to current liabilities)	c. TOTAL LIABILITIES TO NET WORTH			
SECTION IV - PROSPECTIVE CONTRACTOR'S FINANCIAL ARRANGEMENTS					
Mark "X" in appropriate column. YES NO					
1. USE OF OWN RESOURCES			4. INDEPENDENT ANALYSIS OF FINANCIAL POSITION SUPPORTS THE STATEMENTS SHOWN IN ITEMS 1, 2, AND 3 <input type="checkbox"/> YES <input type="checkbox"/> NO If "NO", explain		
2. USE OF BANK CREDITS					
3. OTHER (Specify)					
SECTION V - GOVERNMENT FINANCIAL AID					
1. TO BE REQUESTED IN CONNECTION WITH PERFORMANCE OF PROPOSED CONTRACT			2. EXPLAIN ANY "YES" ANSWERS TO ITEMS 1a, b, AND c		
Mark "X" in appropriate column. YES NO					
a. PROGRESS PAYMENTS					
b. GUARANTEED LOAN					
c. ADVANCE PAYMENTS					
3. FINANCIAL AID CURRENTLY OBTAINED FROM THE GOVERNMENT					
a. PROSPECTIVE CONTRACTOR RECEIVES GOVERNMENT FINANCING AT PRESENT <input type="checkbox"/> YES <input type="checkbox"/> NO	Complete items below only if item a, is marked "YES."				
	b. IS LIQUIDATION CURRENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	c. AMOUNT OF UNLIQUIDATED PROGRESS PAYMENTS OUTSTANDING \$	DOLLAR AMOUNTS		
			a. Guaranteed loans	\$	(a) AUTHORIZED
		b. Advance payments	\$	(b) IN USE	\$
4. LIST THE GOVERNMENT AGENCIES INVOLVED				5. SHOW THE APPLICABLE CONTRACT NOS.	

SECTION VI - BUSINESS AND FINANCIAL REPUTATION

1. COMMENTS OF PROSPECTIVE CONTRACTOR'S BANK

2. COMMENTS OF TRADE CREDITORS

3. COMMENTS AND REPORTS OF COMMERCIAL FINANCIAL SERVICES AND CREDIT ORGANIZATIONS (Such as, Dun & Bradstreet, Standard and Poor, etc.)

4. MOST RECENT CREDIT RATING

a. DATE

b. BY

5. DOES PRICE APPEAR UNREALISTICALLY LOW?

YES

NO (if YES, explain in Section I NARRATIVE)

6. DESCRIBE ANY OUTSTANDING LIENS OR JUDGEMENTS

SECTION VII - SALES (000'S) FOR NEXT SIX QUARTERS

CATEGORY	1	2	3	4	5	6	TOTAL
1. CURRENT CONTRACT SALES (Backlog)	\$	\$	\$	\$	\$	\$	\$
A. GOVERNMENT (Prime & Subcontractor)							
B. COMMERCIAL							
2. ANTICIPATED ADDITIONAL SALES							
A. GOVERNMENT (Prime and Subcontractor)							
B. COMMERCIAL							
3. TOTALS							

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[55 FR 25562, June 21, 1990]

53.301-1408

48 CFR Ch. 1 (10-1-01 Edition)

**53.301-1408 Preaward Survey of Prospective Contractor—Accounting System.**

<b>PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR ACCOUNTING SYSTEM</b>	SERIAL NO. (For surveying activity use)	FORM APPROVED OMB NO. <b>9000-0011</b>
	PROSPECTIVE CONTRACTOR	

Public reporting burden for this collection of information is estimated to average 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0011), Washington, D.C. 20503.

**SECTION I - RECOMMENDATION**

1. PROSPECTIVE CONTRACTOR'S ACCOUNTING SYSTEM IS ACCEPTABLE FOR AWARD OF PROSPECTIVE CONTRACT.

- YES                       NO (Explain in 2. NARRATIVE)  
 YES, WITH A RECOMMENDATION THAT A FOLLOW ON ACCOUNTING SYSTEM REVIEW BE PERFORMED AFTER CONTRACT AWARD (Explain in 2. NARRATIVE)

2. NARRATIVE (Clarification of deficiencies, and other pertinent comments. If additional space is required, continue on plain sheets of paper.)

			IF CONTINUATION SHEETS ATTACHED MARK HERE <input type="checkbox"/>
3. SURVEY MADE BY	a. SIGNATURE AND OFFICE (include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE SIGNED
4. SURVEY REVIEWING OFFICIAL	a. SIGNATURE AND OFFICE (include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE REVIEWED

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Federal Acquisition Regulation

53.301-1408

SECTION II - EVALUATION CHECKLIST			
MARK "X" IN THE APPROPRIATE COLUMN (Explain any deficiencies in SECTION I NARRATIVE)	YES	NO	NOT APPLICABLE
1. EXCEPT AS STATED IN SECTION I NARRATIVE, IS THE ACCOUNTING SYSTEM IN ACCORD WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES APPLICABLE IN THE CIRCUMSTANCES?			
2. ACCOUNTING SYSTEM PROVIDES FOR:			
a. Proper segregation of direct costs from indirect costs.			
b. Identification and accumulation of direct costs by contract.			
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (A contract is a final cost objective.)			
d. Accumulation of costs under general ledger control.			
e. A timekeeping system that identifies employees' labor by intermediate or final cost objectives.			
f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives.			
g. Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account.			
h. Exclusion from costs charged to government contracts of amounts which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other contract provisions.			
i. Identification of costs by contract line item and by units (as if each unit or line item were a separate contract) if required by the proposed contract.			
j. Segregation of preproduction costs from production costs.			
3. ACCOUNTING SYSTEM PROVIDES FINANCIAL INFORMATION:			
a. Required by contract clauses concerning limitation of cost (FAR 52.232-20 and 21) or limitation on payments (FAR 52.216-16).			
b. Required to support requests for progress payments.			
4. IS THE ACCOUNTING SYSTEM DESIGNED, AND ARE THE RECORDS MAINTAINED IN SUCH A MANNER THAT ADEQUATE, RELIABLE DATA ARE DEVELOPED FOR USE IN PRICING FOLLOW-ON ACQUISITIONS?			
5. IS THE ACCOUNTING SYSTEM CURRENTLY IN FULL OPERATION? (If not, describe in Section I Narrative which portions are (1) in operation, (2) set up, but not yet in operation, (3) anticipated, or (4) nonexistent.)			

STANDARD FORM 1408 (REV. 9-88) BACK

[48 FR 42637, Sept. 19, 1983, as amended at 62 FR 40244, July 25, 1997]







53.301-1414 SF 1414 (Rev. 10/93) Consent of Surety.

CONSENT OF SURETY		1. CONTRACT NUMBER	2. MODIFICATION NUMBER	3. DATED
The Surety (Co-Sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended.				
4. INDIVIDUAL PRINCIPAL	a. BUSINESS ADDRESS	b. SIGNATURE		(A/R) (See)
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
5. CORPORATE PRINCIPAL	a. CORPORATE NAME AND BUSINESS ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(A/R) (Corporate Seal)
		BY		
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
<b>6. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)</b>				
The Principal or authorized representative shall execute the Consent of Surety with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.				
A	a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(A/R) (See)
		BY		
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
B	a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(A/R) (See)
		BY		
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
C	a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(A/R) (See)
		BY		
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
D	a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(A/R) (See)
		BY		
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
<small>(Add extra signature blocks on the back of the form if necessary for additional co-sureties)</small>				
<small>Approved for Local Reproduction</small>			<small>STANDARD FORM 1414 (Rev. 10-93)</small>	
<small>Previous edition not usable</small>			<small>Prescribed by GSA, FPMR (41 CFR) 101-11.6</small>	

[59 FR 67061, Dec. 28, 1994]

53.301-1415 SF 1415 (Rev. 7/93) Consent of Surety and Increase of Penalty.

CONSENT OF SURETY AND INCREASE OF PENALTY		1. CONTRACT NUMBER	2. MODIFICATION NUMBER	3. DATED
<p>4. The surety (co-sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended. The principal and surety (co-sureties) further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by _____ dollars (\$ _____) and the penalty of the payment bond or bonds is increased by _____ dollars (\$ _____). However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below.</p>				
6. NAME OF SURETY(IES)		6. INCREASE IN LIABILITY LIMIT UNDER PERFORMANCE BOND		7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND
a.		\$		\$
b.				
c.				
8. INDIVIDUAL PRINCIPAL	a. BUSINESS ADDRESS	b. SIGNATURES		(Affix Seal)
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
9. CORPORATE PRINCIPAL	a. CORPORATE NAME AND BUSINESS ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(Affix Corporate Seal)
		BY		
		c. TYPED NAME AND TITLE		
			d. DATE THIS CONSENT EXECUTED	
<p>The Principal or authorized representative shall execute the Consent of Surety and Increase of Penalty with the modification to which it pertains. If the representative is a attorney-in-fact that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.</p>				
10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)				
A	a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
		BY		
		c. TYPED NAME AND TITLE		
			d. DATE THIS CONSENT EXECUTED	
B	a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
		BY		
		c. TYPED NAME AND TITLE		
			d. DATE THIS CONSENT EXECUTED	
C	a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
		BY		
		c. TYPED NAME AND TITLE		
			d. DATE THIS CONSENT EXECUTED	

Affix correct signature blocks on the back of this form if necessary for additional co-sureties.  
 STANDARD FORM 1415 (REV. 7-93)  
 AUTHORIZED FOR LOCAL REPRODUCTION  
 Prescribed by GSA - FPMR (48 CFR) 53.229

53.301-1416 Payment Bond for Other than Construction Contracts.

<b>PAYMENT BOND FOR OTHER THAN CONSTRUCTION CONTRACTS</b> <small>(See instructions on reverse)</small>		DATE BOND EXECUTED (Must not be later than bid opening date)	OMB NO.:9000-0045												
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.															
PRINCIPAL (Legal name and business address)		TYPE OF ORGANIZATION (X one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION													
SURETY(IES) (Name(s) and business address(es)) (Include ZIP code)		<table border="1" style="width: 100%;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <th>MILLION(S)</th> <th>THOUSAND(S)</th> <th>HUNDRED(S)</th> <th>CENTS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> CONTRACT DATE      CONTRACT NO.		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
PENAL SUM OF BOND															
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS												

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

(a) The above obligation is void if the Principal promptly makes payment to all persons (claimants) having a contract relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above and any duly authorized modifications thereof. Notice of those modifications to the Surety(ies) are waived.

(b) The above obligation shall remain in full force if the Principal does not promptly make payments to all persons (claimants) having a contract relationship with the principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the contract identified above. In these cases, persons not paid in full before the expiration of ninety (90) days after the date of which the last labor was performed or material furnishing, have a direct right of action against the principal and Surety(ies) on this bond for the sum or sums justly due. The claimant, however, may not bring a suit or any action -

(1) Unless claimant, other than one having a direct contract with the Principal, had given written notice to the Principal within ninety (90) days after the claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the claim is made. The notice is to state with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process is served in the state in which the contract is being performed, save that such service need not be made by a public officer.

(2) After the expiration one (1) year following the date on which claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the suit is brought.

(3) Other than in the United States District court for the district in which the the contract, or any part thereof, was performed and executed, and not elsewhere.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.		
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>		<i>Corporate Seal</i>
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			
		<i>(Seal)</i>	<i>(Seal)</i>		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT
					\$
	SIGNATURE(S)	1.			<i>Corporate Seal</i>
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.			
SURETY B	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT
					\$
	SIGNATURE(S)	1.			<i>Corporate Seal</i>
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.			

INSTRUCTIONS

1. This form is authorized for use when payment bonds are required under FAR (48 CFR) 28.103-3, i.e., payment bonds for other than construction contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
 (b) Where individual Sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

Federal Acquisition Regulation

53.301-1417

53.301-1417 Pre-Solicitation Notice.

<b>PRE-SOLICITATION NOTICE</b> (Construction Contract)		1. PROJECT NO.	2. DATE OF NOTICE	3. DATE SOLICITATION DOCUMENTS AVAILABLE (Approx.)	FORM APPROVED OMB NUMBER <b>9000-0037</b>
Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (R/S), Office of Federal Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0037), Washington, DC 20503.					
NOTE: The project number in items 1 and 16 may be the same as the Invitation or Proposal Number.					
4. OFFERS TO BE RECEIVED BY (at place specified for receipt of offers)		A. TIME	B. DATE (Month, day, year)	5. TIME FOR COMPLETION (Calendar days)	
6A. ISSUING OFFICE (Name, address, and ZIP code)		7. PROJECT TITLE AND LOCATION			
RETURN NOTICE TO THIS ADDRESS					
6B. ROOM NO.		6C. TELEPHONE NO. (include area code)			
INSTRUCTIONS: a. Solicitation Documents will be issued upon receipt of your affirmative response to this Pre-Solicitation Notice by the DUE DATE set forth in item 15, b. If a charge is required under item 8A, your affirmative response must include a check or money order in the applicable amount, made payable to Agency (shown in item 9). Refund (when specified in item 8B) will be made upon your return of the bid documents in good condition, without marks, notes, or mutilations, within 20 calendar days after the final date for receipt of offers. c. The Issuing Office, at its discretion, may make bid documents available to plan rooms of the Associated General Contractors, Chambers of Commerce, Dodge Reports, and other similar contractors' commercial service facilities. d. Bid guarantee is required with any bid in excess of \$25,000. Bid guarantee shall be in the amount of 20 percent of the amount of the bid, or \$3,000,000, whichever is less. For bid guarantee purposes, the amount of the bid is the aggregate of the Lump Sum Base Bid, all Alternates (if any), and the product(s) of each unit price (if any) multiplied by the applicable number of units shown on the Bid Form. e. NOTICE TO SMALL BUSINESS FIRMS: A program for the purpose of assisting qualified small business concerns in obtaining certain bid, payment, or performance bonds that are otherwise not obtainable is available through the Small Business Administration (SBA). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.					
8A. CHARGE FOR SOLICITATION DOCUMENTS	8B. IS THIS CHARGE REFUNDABLE?		9. MAKE CHECK PAYABLE TO:		
\$	<input type="checkbox"/> YES <input type="checkbox"/> NO				
10. ESTIMATED COST RANGE OF PROJECT		11. OFFERS COVERING THE PROJECT RESTRICTED TO SMALL BUSINESS?		12. SUBCONTRACTING PLAN REQUIRED?	
A. FROM	B. TO	<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO	
\$	\$				
13. DESCRIPTION OF WORK (Physical characteristics)					
(If additional space is needed use reverse)					
IMPORTANT: FAILURE TO COMPLETE AND RETURN THIS PART OF THE NOTICE TO THE ISSUING OFFICE, AT THE ADDRESS IN ITEM 6A, ON OR BEFORE THE DUE DATE SHOWN IN ITEM 15, MAY RESULT IN YOUR NAME BEING REMOVED FROM OUR MAILING LIST.					
14. ACTION REQUESTED (Check applicable box)				15. DUE DATE	
A. I AM INTERESTED IN BIDDING ON THIS PROJECT AS A:		B. I AM NOT INTERESTED IN BIDDING ON THIS PROJECT. RETAIN MY NAME ON YOUR MAILING LIST.			
<input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> PRINCIPAL SUBCONTRACTOR					
NO. OF SET(S) YOU REQUIRE OF SOLICITATION DOCUMENTS		C. REMOVE MY NAME FROM YOUR MAILING LIST.		16. PROJECT NO.	
17. NAME, ADDRESS (City, State, ZIP Code) AND TELEPHONE NUMBER OF FIRM					
18. NAME AND TITLE OF FIRM REPRESENTATIVE		19. SIGNATURE OF REPRESENTATIVE		20. DATE SIGNED	
NSN 7540-01-148-9531 Previous edition usable		EXPIRATION DATE 1-31-93		1417-104 STANDARD FORM 1417 (REV. 8-90) Prescribed by GSA-FAR (48 CFR) 53.236-1(a)	

[55 FR 52811, Dec. 21, 1990]

53.301-1418 Performance bond for other than construction contracts.

<b>PERFORMANCE BOND FOR OTHER THAN CONSTRUCTION CONTRACTS</b> <i>(See instructions on reverse)</i>		DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>		OMB No.: 9000-0045	
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.					
PRINCIPAL <i>(Legal name and business address)</i>			TYPE OF ORGANIZATION <i>(“X” one)</i>		
			<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION		
			STATE OF INCORPORATION		
SURETY(IES) <i>(Name(s) and business address(es))</i>			PENAL SUM OF BOND		
			MILLION(S)	THOUSAND(S)	HUNDRED(S)
			CENTS		
			CONTRACT DATE		CONTRACT NO.
			OPTION DATE		OPTION NO.
OBLIGATION:					
We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.					
CONDITIONS:					
The Principal has entered into the contract identified above.					
THEREFORE:					
The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during either the base term or an optional term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies); and during the life of any guaranty required under the contract; and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) is waived.					
The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.					
The failure of a surety to renew a bond for any option term shall not result in a default of any bond previously furnished covering any base or option term.					
WITNESS:					
The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.					
<b>PRINCIPAL</b>					
SIGNATURE(S)	1.		2.		Corporate Seal
	(Seal)		(Seal)		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.		2.		
<b>INDIVIDUAL SURETY(IES)</b>					
SIGNATURE(S)	1.		2.		Corporate Seal
	(Seal)		(Seal)		
NAME(S) <i>(Typed)</i>	1.		2.		
<b>CORPORATE SURETY(IES)</b>					
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)		2.		
		1.			
		2.			
		1.			
		2.			

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STANDARD FORM 1418 (REV. 2-99)  
Prescribed by GSA-FAR (48 CFR) 53.228(b)

Federal Acquisition Regulation

53.301-1418

SURETY B	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S) 1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
SURETY C	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S) 1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
SURETY D	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S) 1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
SURETY E	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S) 1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
SURETY F	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S) 1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
SURETY G	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S) 1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	

BOND PREMIUM	RATE PER THOUSAND (\$)	TOTAL (\$)
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INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
  - Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.
- Unless otherwise specified, the bond shall be submitted to the contracting office that awarded the contract.

STANDARD FORM 1418 (REV. 2-99) BACK

[64 F.R. 10549, Mar. 4, 1999]

53.301-1420

48 CFR Ch. 1 (10-1-01 Edition)

53.301-1420 Standard Form 1420, Performance Evaluation—Construction Contracts.

FOR OFFICIAL USE ONLY  
(WHEN COMPLETED)

<b>PERFORMANCE EVALUATION – CONSTRUCTION CONTRACTS</b>		1. CONTRACT NUMBER	
<b>PART I – GENERAL CONTRACT DATA</b>			
2. CONTRACTOR (Name, address and ZIP code)	3. TYPE OF CONTRACT (Check)	A. ADVERTISED	
		B. NEGOTIATED	
		<input type="checkbox"/> CPFF	<input type="checkbox"/> FIRM FIXED PRICE
		<input type="checkbox"/> OTHER (Specify)	
	4. COMPLEXITY OF WORK		
	<input type="checkbox"/> DIFFICULT	<input type="checkbox"/> ROUTINE	
5. DESCRIPTION AND LOCATION OF WORK			

6. FISCAL DATA	A. AMOUNT OF BASIC CONTRACT	B. TOTAL AMOUNT OF MODIFICATION	C. LIQUIDATED DAMAGES ASSESSED	D. NET AMOUNT PAID CONTRACTOR
	\$	\$	\$	\$
7. SIGNIFICANT DATES	A. DATE OF AWARD	B. ORIGINAL CONTRACT COMPLETION DATE	C. REVISED CONTRACT COMPLETION DATE	D. DATE WORK ACCEPTED
8. TYPE AND EXTENT OF SUBCONTRACTING				

**PART II – PERFORMANCE EVALUATION OF CONTRACT (Check appropriate box)**

9. PERFORMANCE ELEMENTS	OUTSTANDING	SATISFACTORY	UNSATISFACTORY
A. QUALITY OF WORK			
B. TIMELY PERFORMANCE			
C. EFFECTIVENESS OF MANAGEMENT			
D. COMPLIANCE WITH LABOR STANDARDS			
E. COMPLIANCE WITH SAFETY STANDARDS			
10. OVERALL EVALUATION			
<input type="checkbox"/> OUTSTANDING (Explain in Item 13, on reverse) <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> UNSATISFACTORY (Explain in Item 14, on reverse)			

11. EVALUATED BY

A. ORGANIZATION (Type or print)	B. NAME AND TITLE (Type or print)	C. SIGNATURE	D. DATE

12. EVALUATION REVIEWED BY

A. ORGANIZATION (Type or print)	B. NAME AND TITLE (Type or print)	C. SIGNATURE	D. DATE

NSN 7540-01-150-0326

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(WHEN COMPLETED)

STANDARD FORM 1420 (10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.236-1 (b)

**FOR OFFICIAL USE ONLY**  
*(WHEN COMPLETED)*

13. REMARKS ON OUTSTANDING PERFORMANCE - AS INDICATED BY THE CONTRACTOR'S PERFORMANCE ON THIS CONTRACT, IF YOU CONSIDER THE CONTRACTOR TO BE OUTSTANDING, SET FORTH FACTUAL DATA SUPPORTING THIS OBSERVATION. THESE DATA MUST BE IN SUFFICIENT DETAIL TO ASSIST CONTRACTING OFFICERS IN SELECTING CONTRACTORS THAT HAVE DEMONSTRATED OUTSTANDING QUALITY OF WORK AND RELIABILITY. *(Continue on separate sheet, if needed.)*

14. EXPLANATION OF UNSATISFACTORY EVALUATION - FOR EACH UNSATISFACTORY ELEMENT, PROVIDE FACTS CONCERNING SPECIFIC EVENTS OR ACTIONS TO JUSTIFY THE EVALUATION *(e.g., extent of Government inspection required, rework required, subcontracting, cooperation of contractor, quality of workmen and adequacy of equipment)*. THESE DATA MUST BE IN SUFFICIENT DETAIL TO ASSIST CONTRACTING OFFICERS IN DETERMINING THE CONTRACTOR'S RESPONSIBILITY. *(Continue on separate sheet, if needed.)*

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*(WHEN COMPLETED)*

STANDARD FORM 1420 BACK (10-83)

53.301-1421

48 CFR Ch. 1 (10-1-01 Edition)

53.301-1421 Standard Form 1421, Performance Evaluation (Architect-Engineer).

<b>PERFORMANCE EVALUATION (ARCHITECT-ENGINEER)</b>				1. PROJECT NUMBER	
				2. CONTRACT NUMBER	
<small>IMPORTANT: Be sure to complete Performance section on reverse. If additional space is necessary for any item, use Remarks section on reverse.</small>					
3. TYPE OF REPORT (Check one)			4. REPORT NUMBER		5. DATE OF REPORT
<input type="checkbox"/> INTERIM <input type="checkbox"/> COMPLETION OF DESIGN OR STUDY <input type="checkbox"/> COMPLETION OF CONSTRUCTION <input type="checkbox"/> TERMINATION					
6. NAME AND ADDRESS OF CONTRACTOR			7. PROJECT DESCRIPTION AND LOCATION		
8. OFFICE RESPONSIBLE FOR:					
A. SELECTION OF CONTRACTOR		B. NEGOTIATION/AWARD OF CONTRACT		C. ADMINISTRATION OF CONTRACT	
9. CONTRACT DATA					
A. TYPE OF WORK			B. TYPE OF CONTRACT		
			<input type="checkbox"/> FIXED-PRICE <input type="checkbox"/> OTHER (Specify)		
			<input type="checkbox"/> COST-REIMBURSEMENT		
C. PROJECT COMPLEXITY		D. PROFESSIONAL SERVICES CONTRACT			
<input type="checkbox"/> DIFFICULT <input type="checkbox"/> ROUTINE  <input type="checkbox"/> SIMPLE		INITIAL FEE	AMENDMENTS	CLAIMS BY CONTRACTOR	TOTAL FEE
		NO.	AMOUNT	NO.	AMOUNT
		\$	\$	\$	\$
E. DATE CONTRACT AWARDED		F. CONTRACT COMPLETION DATE (including extensions)		G. ACTUAL COMPLETION DATE OF CONTRACT	
10. KFY CONSULTANT DATA					
A. NAMES		B. ADDRESS		C. SPECIALTY	
11. CONSTRUCTION COSTS		A. INITIAL ESTIMATE	B. AWARD	C. ACTUAL	
		\$	\$	\$	
12. CONSTRUCTION CHANGES AND DEFICIENCIES			NUMBER	TOTAL	
A. CONSTRUCTION CHANGES				\$	
B. CONSTRUCTION CHANGES RESULTING FROM DEFICIENCIES IN A-E PERFORMANCE				\$	
C. DEFICIENCIES PAID FOR BY A-E				\$	
D. DEFICIENCIES PAID FOR BY GOVERNMENT				\$	
13. OVERALL RATING			14. RECOMMENDED FOR FUTURE CONTRACTS?		
<input type="checkbox"/> EXCELLENT <input type="checkbox"/> AVERAGE <input type="checkbox"/> POOR			<input type="checkbox"/> YES <input type="checkbox"/> NO (If "NO," explain in REMARKS on reverse)		
15A. NAME AND TITLE OF RATING OFFICIAL			16A. NAME AND TITLE OF REVIEWING OFFICIAL		
15B. SIGNATURE		15C. DATE	16B. SIGNATURE		16C. DATE

NSN 7540-01-155-3244

1421-101

STANDARD FORM 1421 (10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.236-2(d)

STAGES OF SERVICES <i>(As applicable)</i>				PERFORMANCE								RATED BY			
				NOT APPLICABLE	RATING FACTORS/RATINGS							CODE LEGEND:			
FROM	TO	ARCH.	STRU.		MECH.	ELEC.	ARCH.	STRUC.	MECH.	ELEC.	MANAGEMENT	MEETING SCHEDULE	PERSONNEL ABILITY	WORK QUALITY	+
ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	A	AVERAGE
ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	P	POOR
ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	N/A	NOT APPLICABLE
ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	NI	NO INFORMATION
SIGNATURE AND DATE															
CONCEPTS	SCHEDULE <i>(Mo., day, yr.)</i>	FROM	TO	ARCH.	STRU.	MECH.	ELEC.	ARCH.	STRUC.	MECH.	ELEC.	ARCH.	STRUC.	MECH.	ELEC.
	ACTUAL <i>(Mo., day, yr.)</i>	FROM	TO	ARCH.	STRU.	MECH.	ELEC.	ARCH.	STRUC.	MECH.	ELEC.	ARCH.	STRUC.	MECH.	ELEC.
TENTATIVES	SCHEDULE <i>(Mo., day, yr.)</i>	FROM	TO	ARCH.	STRU.	MECH.	ELEC.	ARCH.	STRUC.	MECH.	ELEC.	ARCH.	STRUC.	MECH.	ELEC.
	ACTUAL <i>(Mo., day, yr.)</i>	FROM	TO	ARCH.	STRU.	MECH.	ELEC.	ARCH.	STRUC.	MECH.	ELEC.	ARCH.	STRUC.	MECH.	ELEC.
WORKING DRAWINGS	SCHEDULE <i>(Mo., day, yr.)</i>	FROM	TO	ARCH.	STRU.	MECH.	ELEC.	ARCH.	STRUC.	MECH.	ELEC.	ARCH.	STRUC.	MECH.	ELEC.
	ACTUAL <i>(Mo., day, yr.)</i>	FROM	TO	ARCH.	STRU.	MECH.	ELEC.	ARCH.	STRUC.	MECH.	ELEC.	ARCH.	STRUC.	MECH.	ELEC.
ESTIMATES				A/S	M/E										
CRITICAL PATH METHOD				PRE-AWARD	POST-AWARD										
POST CONSTRUCTION CONTRACT SERVICES				SHOP DRAWGS.	MANUALS										
INSPECTION				FIELD	OFFICE										
SOLICITATION DOCUMENTS															
REMARKS															

53.301-1423

48 CFR Ch. 1 (10-1-01 Edition)

53.301-1423 SF 1423, Inventory Verification Survey.

<b>INVENTORY VERIFICATION SURVEY</b> (See FAR 45.606-3)		DATE	OMB No.: 9000-0015 Expires: 05/31/98				
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.							
<b>SECTION I - GENERAL</b>							
1. FROM: (Include ZIP Code)		2. CONTRACT NUMBER					
3. TO: (Include ZIP Code)		4. CONTRACT/SUBCONTRACTOR					
5. SCHEDULES OF INVENTORY TO BE INSPECTED AND VERIFIED							
SF 1426 pages _____ through _____ \$ _____		SF 1432 pages _____ through _____ \$ _____					
SF 1428 pages _____ through _____ \$ _____		SF 1434 pages _____ through _____ \$ _____					
SF 1430 pages _____ through _____ \$ _____							
<b>SECTION II - TECHNICAL VERIFICATION</b>							
		YES	NO			YES	NO
6. IS PROPERTY LISTED ON THE INVENTORY SCHEDULES ON HAND AND IN THE QUANTITIES INDICATED?		*	*	12. ARE THE WEIGHTS OF THE ITEMS RECOMMENDED AS SCRAP APPROXIMATELY CORRECT?		*	*
		*	*	IF WEIGHTS ARE NOT SHOWN, GIVE ESTIMATE OF WEIGHT BY BASIC MATERIAL CONTENT:		*	*
7. IS THE PROPERTY CORRECTLY DESCRIBED ON THE INVENTORY SCHEDULES?		*	*	13. DO THE ITEMS APPEAR TO HAVE COMMERCIAL VALUE OTHER THAN SCRAP?		*	*
8. IS THE PROPERTY SEGREGATED OR ADEQUATELY PROTECTED?		*	*	14. ARE THE ITEMS AGENCY-PECULIAR?		*	*
9. IS THE PROPERTY PROPERLY TAGGED?		*	*	15. DO ANY ITEMS REQUIRE SPECIAL PROCESSING (Fire arms, drugs, hazardous or sensitive items, or precious metals, etc.)?		*	*
10. ARE THE CONDITION CODES ACCURATE?		*	*	16. ARE COMMON ITEMS INCLUDED ON THE INVENTORY SCHEDULE?		*	*
11. ARE THE ITEMS LISTED ON SF 1432 CORRECTLY CATEGORIZED AS SPECIAL TOOLING OR SPECIAL TEST EQUIPMENT?		*	*			*	*
<b>SECTION III - TERMINATION INVENTORY</b>							
<b>COMPLETION OF THIS SECTION</b>		YES	NO	<b>IS NOT REQUIRED (Requester, check one)</b>		YES	NO
17. DID WORK STOP PROMPTLY UPON RECEIPT OF THE TERMINATION NOTICE?		*	*	20. DOES THE INVENTORY INCLUDE REJECTS? IF YES, EXPLAIN SPECIFIC LINE ITEM ENTRIES. OBTAIN FROM CONTRACTOR ESTIMATED COST OF REWORKING REJECTS ON SPECIFIC LINE ITEM BASIS.		*	*
DATE TO NOTICE:		*	*	21 a. HAVE COMPLETED ARTICLES BEEN INSPECTED AS TO QUALITY AND CONFORMANCE TO SPECIFICATIONS?		*	*
18. DO THE QUANTITIES OF MATERIAL EXCEED THE AMOUNTS THAT WOULD HAVE BEEN REQUIRED TO COMPLETE THE TERMINATED PORTION OF THE CONTRACT?		*	*	b. DO THE COMPLETED ITEMS INSPECTED CONFORM TO CONTRACT SPECIFICATIONS?		*	*
CAN THE ITEMS OF TERMINATION INVENTORY BE USED ON THE CONTINUING PORTION OF THE CONTRACT?		*	*	c. DO OTHER THAN COMPLETED ITEMS CONFORM WITH TECHNICAL REQUIREMENTS OF THE CONTRACT OR ORDER?		*	*
19. ARE ALL ITEMS AND QUANTITIES ALLOCABLE TO THE TERMINATION PORTION OF THIS CONTRACT OR ORDER?		*	*			*	*
22. REQUESTING OFFICE REMARKS (Where the answer to any question is placed in a block containing an asterisk (*) detailed comments of the verifier shall be included on the reverse of this form and identified by section and item number.)							
23. SIGNATURE OF REQUESTER							
<b>INVENTORY VERIFICATION</b>							
The above information is based on a physical Verification of Inventory listed under Item 5.							
24. NAME AND TITLE		25. SIGNATURE OF VERIFIER			26. DATE		

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Previous edition not usable

STANDARD FORM 1423 (REV. 12-96)  
Prescribed by GSA-FAR (48 CFR) 53.245(c)

Federal Acquisition Regulation

53.301-1424

53.301-1424 Standard Form 1424, Inventory Disposal Report.

<b>INVENTORY DISPOSAL REPORT</b> (See FAR 45.615)		FORM APPROVED OMB NO. <b>9000-0015</b>	PLANT CLEARANCE CASE NUMBER
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0015), Washington, D.C. 20503.			
TO: (Include ZIP Code)		FROM: (Include ZIP Code)	
1. DATE PLANT CLEARANCE CASE OPENED	2. DATE PLANT CLEARANCE CASE CLOSED	3. NUMBER OF DAYS BETWEEN OPENING AND CLOSING	
4. NAME AND ADDRESS OF CONTRACTOR/SUBCONTRACTOR (Include ZIP Code)		5. IF SUBCONTRACTOR STATE NAME AND ADDRESS OF PRIME CONTRACTOR (Include ZIP Code)	
6. LOCATION OF PROPERTY (City and State)		7. CONTRACT NUMBER	8. DOCKET NUMBER (Termination only)
		9. SUBCONTRACT NUMBER	10. CONTRACTOR REFERENCE NUMBER
<b>DISPOSITION OF PROPERTY</b>			
ITEM DESCRIPTION	LINE ITEMS	ACQUISITION COST	PROCEEDS
11. TOTAL INVENTORY AS SUBMITTED			
12. ADJUSTMENTS (Pricing errors, shortages, etc.)			
13. ADJUSTED INVENTORY (Line 11 ± Line 12)			
14. PURCHASE OR RETENTION AT COST			
15. RETURN TO SUPPLIERS (Net Proceeds)			
16. REDISTRIBUTIONS			
A. WITHIN OWNING AGENCY			
B. OTHER AGENCIES			
TOTAL			
17. DONATIONS			
18. SALES			
19. SALES - PROCEEDS TO OVERHEAD			
20.			
21.			
22. TOTAL PROCEEDS CREDITS (Total Lines 14, 15, and 18)			
23. DESTROYED OR ABANDONED			
24. OTHER (Explain in Item 26, Remarks)			
25. TOTAL DISPOSITIONS			
26. REMARKS (Identify contract number in which proceeds were applied, or disbursing office where proceeds were deposited)			
To the best of my knowledge, disposition of all property on this case has been effected in accordance with existing regulations, all property has been accounted for and all disposal credits properly applied.			
CONTRACT ADMINISTRATION OFFICE (Authorized signature and title)		DATE	
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is usable.	EXPIRATION DATE: 4-30-92	1424-102	STANDARD FORM 1424 (REV. 7-80) Prescribed by GSA - FAR (48 CFR) 53.245(d)

[55 FR 3893, Feb. 5, 1990]

53.301-1426 SF 1426, Inventory Schedule A (Metals in Mill Product Form).

<p><b>INVENTORY SCHEDULE A</b> <b>(METALS IN MILL PRODUCT FORM)</b> <i>(See FAR Section 45.606 for instructions)</i></p> <p>TYPE <input type="checkbox"/> TERMINATION <input type="checkbox"/> NONTERMINATION</p> <p>DATE _____</p> <p>OMB No.: 9000-0015 Expires: 05/31/98</p> <p>PROPERTY CLASSIFICATION PAGE NO. OF PAGES</p>	<p>Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20403.</p> <p>THIS SCHEDULE APPLIES TO (check one):  <input type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT  <input type="checkbox"/> SUBCONTRACT OR P.O. NO.  <input type="checkbox"/> SUBCONTRACT WITH THE GOVERNMENT PURCHASE ORDER(S) REFERENCE NO.</p> <p>COMPANY PREPARING AND SUBMITTING SCHEDULE</p> <p>STREET ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____</p> <p>CONTRACTOR WHO SENT NOTICE OF TERMINATION</p> <p>STREET ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____</p> <p>LOCATION OF MATERIAL</p>	
<p>PRODUCT COVERED BY CONTRACT OR ORDER</p>		
<p>FOR USE OF CONTRACTING AGENCY ONLY</p> <p>ITEM NO. _____</p>	<p>DESCRIPTION</p> <p>FORM SHAPE ROLLING TREATMENT (When applicable, type of edge, HR called mild, OR flat sheets box rod, tubing in straight length, etc.)</p> <p>HEAT TREATMENT TEMPER. HARDNESS PHOSPH. ETC. (Example: Annealed and pickled, 1/2 hard, etc.)</p> <p>SPECIFICATIONS, AND OTHER VARIABLE DESIGNATIONS IN THE SECTION ON MATERIALS (Example: OD-T-951-D Grade B)</p> <p>THICKNESS (Wall for pipe, tubing, etc. or diameter for rod, size for pipe, tube, etc.)</p> <p>WIDTH I.D. for diameter of rod, size for pipe, tube, etc. or diameter for rod, size for pipe, tube, etc.)</p> <p>DIMENSIONS</p> <p>LENGTH (inches)</p> <p>FINISH (aluminum, etc.)</p>	<p>UNIT OF MEASURE</p> <p>QUANTITY</p> <p>CONDITION (Use code)</p> <p>COST</p> <p>UNIT</p> <p>TOTAL</p> <p>FOR USE OF CONTRACTING AGENCY ONLY</p> <p>CONTRACTOR'S OFFER</p>
<p><b>INVENTORY SCHEDULE</b></p> <p>The Contractor agrees to inform the Contracting Officer of any substantial change in the status of the inventory known in this Schedule between the date hereof and the final disposition of such inventory. Subject to any authorized prior disposition, title to the inventory listed in this Schedule is hereby tendered to the Government and is warranted to be free and clear of all liens and encumbrances.</p>		
<p>NAME OF CONTRACTOR _____</p> <p>BY (Signature of Authorized Official)</p>		<p>DATE _____</p>
<p>NAME OF SUPERVISORY ACCOUNTING OFFICIAL _____</p>		<p>TITLE _____</p>
<p>AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable</p>		

STANDARD FORM 1426 (REV. 12-58)  
Prescribed by GSA - FAR (48 CFR) 53.301-1426



53.301-1428 SF 1428, Inventory Schedule B.

<b>INVENTORY SCHEDULE B</b> (See FAR Section 45.606 for instructions)		TYPE OF CONTRACT	DATE	OMB No.: 9000-0015 Expires: 05/31/98
<input type="checkbox"/> <b>PARTIAL</b> <input type="checkbox"/> <b>FINAL</b> Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.		<input type="checkbox"/> <b>TERMINATION</b> <input type="checkbox"/> <b>NONTERMINATION</b> This schedule applies to (check one) <input type="checkbox"/> <b>A PRIME CONTRACT WITH THE GOVERNMENT</b> <input type="checkbox"/> <b>SUBCONTRACT OR PURCHASE ORDER</b> GOVERNMENT PRIME CONTRACT NO. _____ SUBCONTRACT OR P.O. NO. _____ REFERENCE NO. _____		
TYPE OF INVENTORY <input type="checkbox"/> <b>RAW MATERIALS</b> (Other than metals) <input type="checkbox"/> <b>PURCHASED PARTS</b> <input type="checkbox"/> <b>FINISHED COMPONENTS</b> <input type="checkbox"/> <b>FINISHED PRODUCT</b> <input type="checkbox"/> <b>PLANT EQUIPMENT</b> <input type="checkbox"/> <b>MISCELLANEOUS</b>		PROPERTY CLASSIFICATION _____ PAGE NO. _____ NO. OF PAGES _____ COMPANY PREPARING AND SUBMITTING SCHEDULE _____		
THIS SCHEDULE APPLIES TO (check one) <input type="checkbox"/> <b>A PRIME CONTRACT WITH THE GOVERNMENT</b> <input type="checkbox"/> <b>SUBCONTRACT OR PURCHASE ORDER</b> GOVERNMENT PRIME CONTRACT NO. _____ SUBCONTRACT OR P.O. NO. _____ REFERENCE NO. _____		STREET ADDRESS _____ CITY AND STATE (include ZIP Code) _____ LOCATION OF MATERIAL _____		
NAME _____ ADDRESS (include ZIP Code) _____ PRODUCT COVERED BY CONTRACT OR ORDER _____		CONTRACTOR WHO SENT NOTICE OF TERMINATION _____		
FOR USE OF CONTRACTING AGENCY ONLY	ITEM NO. (a)	DESCRIPTION ITEM DESCRIPTION (b)	GOVERNMENT PART OR DRAWING NUMBER AND REVISION NUMBER (b1)	TYPE OF PACKING (Bulk, bbls., crates, etc.) (b2)
				FOR USE OF CONTRACTING AGENCY ONLY CONTRACTORS' OFFER (g)
			QUANTITY (Use code) (d) UNIT MEASURE (d1)	COST (For finished product, show contract price instead of cost) UNIT TOTAL (e) (f)

**INVENTORY SCHEDULE**  
 The Contractor agrees to inform the Contracting Officer of any substantial change in the status of the inventory shown in this Schedule between the date hereof and the final disposition of such inventory.  
 Subject to any authorized prior disposition, title to the inventory listed in this Schedule is hereby tendered to the Government and is warranted to be free and clear of all liens and encumbrances.

This Inventory Schedule has been examined, and in the exercise of the signer's best judgment and to the best of the signer's knowledge, the information believed by the signer to be reliable, and Schedule has been prepared in accordance with applicable FAR provisions. The property reported is terminated inventory, the designated contract and is located at the places specified; if the property reported is terminated inventory, the quantities are not in excess of the reasonable quantitative requirements of the terminated portion of the contract; this Schedule does not include any items reasonably usable, without loss to the Contractor, on its other work; and the costs shown on this Schedule are in accordance with the Contractor's records and books or receipt.

NAME OF CONTRACTOR \_\_\_\_\_ BY (Signature of Authorized Official) \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
 NAME OF SUPERVISORY ACCOUNTING OFFICIAL \_\_\_\_\_ TITLE \_\_\_\_\_



53.301-1430 Standard Form 1430, Inventory Schedule C (Work-in-Process).

<b>INVENTORY SCHEDULE C (WORK-IN-PROCESS)</b> <small>(See FAR Section 45.606 for instructions)</small>		OMB No.: 8000-0015 Expires: 05/31/98	PAGE NO.   NO. OF PAGES
<input type="checkbox"/> <b>FINAL</b> <input type="checkbox"/> <b>TERMINATION</b> <input type="checkbox"/> <b>PARTIAL</b> <input type="checkbox"/> <b>NONTERMINATION</b>		DATE	
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or other aspects of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.			
THIS SCHEDULE APPLIES TO <i>(Check one)</i> <input type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT <input type="checkbox"/> SUBCONTRACT(S) OR PURCHASE ORDER(S) <input type="checkbox"/> A PRIME CONTRACT OR P.O. NO.    REFERENCE NO.			
<b>CONTRACTOR WHO SENT NOTICE OF TERMINATION</b>			
NAME		STREET ADDRESS	
ADDRESS <i>(Include ZIP Code)</i>		CITY AND STATE <i>(Include ZIP Code)</i>	
PRODUCT COVERED BY CONTRACT OR ORDER		LOCATION OF MATERIAL	
	DESCRIPTION	ESTIMATED WEIGHT (b1)	CONDITION (Use code) (c)
FOR USE OF CONTRACTING AGENCY ONLY (e)	ITEM DESCRIPTION (b)	UNIT MEASURE (d1)	QUANTITY (d)
		UNIT (e)	CONTRACTOR'S OFFER (g)
		TOTAL (f)	FOR USE OF CONTRACTING AGENCY ONLY
<b>INVENTORY SCHEDULE</b>			
The Inventory Schedule has been examined, and in the exercise of the signer's best judgment and to the best of the signer's knowledge, based upon information believed by the signer to be reliable, said Schedule has been prepared and is located at the place specified; if the property reported is terminated inventory, the quantities are not in excess of the reasonable quantitative requirements of the terminated portion of the contract; this Schedule does not include any items reasonably usable, without loss to the Contractor, on its other work; and the costs shown on this Schedule are in accordance with the Contractor's records and books of account.			
BY <i>(Signature of Authorized Official)</i>		DATE	
NAME OF SUPERVISORY ACCOUNTING OFFICIAL		TITLE	
AUTHORIZED FOR LOCAL REPRODUCTION <small>Previous edition is not usable</small>			
STANDARD FORM 1430 (REV. 11-89) <small>Prescribed by GSA - PART 101 OF CFR 53.301-1430</small>			

53.301-1431 Inventory Schedule C—Continuation Sheet (Work-in-Process).

INVENTORY SCHEDULE C - CONTINUATION SHEET (WORK-IN-PROCESS)		FORM APPROVED GMB NO.
TYPE		9000-0015
<input type="checkbox"/> TERMINATION <input type="checkbox"/> NONTERMINATION		Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, D.C. 20405, and to the Office of Management and Budget, Paperwork Reduction Project (0500-0015), Washington, D.C. 20503.
GOVERNMENT PRIME CONTRACT NO.	SUBCONTRACT OR P.O. NO.	REFERENCE NO.
DATE	DATE	DATE
FOR USE OF CONTRACTING AGENCY ONLY	ITEM NO.	DESCRIPTION
(a)	(b)	(c)
ESTIMATED WEIGHT	QUANTITY	UNIT MEASURE
(d)	(e)	(f)
CONTRACTOR'S OFFER	UNIT	TOTAL
(g)	(h)	(i)
FOR USE OF CONTRACTING AGENCY ONLY	CONTRACTOR'S OFFER	UNIT
(j)	(k)	(l)

[55 FR 3905, Feb. 5, 1990]

53.301-1432 SF 1432, Inventory Schedule D (Special Tooling and Special Test Equipment).

<b>INVENTORY SCHEDULE D (SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT)</b> <small>(See FAR Section 45.606 for Instructions)</small>		DATE	OMB No.: 9000-0015 Expires: 05/31/98
TYPE <input type="checkbox"/> TERMINATION <input type="checkbox"/> NONTERMINATION		PROPERTY CLASSIFICATION	PAGE NO.    NO. OF PAGES
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20400.	
<small>THIS SCHEDULE APPLIES TO (Check one)</small>			
<input type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT GOVERNMENT PRIME CONTRACT NO.		<input type="checkbox"/> SUBCONTRACT(S) OR PURCHASE ORDER(S) REFERENCE NO.	
<input type="checkbox"/> SUBCONTRACT OR P.O. NO.		<b>COMPANY PREPARING AND SUBMITTING SCHEDULE</b>	
<b>CONTRACTOR WHO SENT NOTICE OF TERMINATION</b>			
NAME		STREET ADDRESS	
ADDRESS (Include ZIP Code)		CITY AND STATE (Include ZIP Code)	
LOCATION OF MATERIAL			
PRODUCT COVERED BY CONTRACT OR ORDER			

FOR USE OF CONTRACTING AGENCY ONLY	ITEM DESCRIPTION (b)	QUAN- TITY (d)	UNIT (e)	COST		FOR USE OF CON- TRACT- ING AGENCY ONLY
				TOTAL (f)	APPLICABLE TO THIS CONTRACT TO PORTION NOT TO BE COMPLETED (11) (12)	

**INVENTORY SCHEDULE**

The Contractor agrees to inform the Contracting Officer of any substantial change in the status of the inventory shown in this Schedule between the date hereof and the final disposition of such inventory.

Subject to any authorized prior disposition, title to the inventory listed in this Schedule is hereby tendered to the Government and is warranted to be free and clear of all liens and encumbrances.

NAME OF CONTRACTOR	BY (Signature of Authorized Official)	DATE
NAME OF SUPERVISORY ACCOUNTING OFFICIAL		TITLE

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**STANDARD FORM 1432** (REV. 12-86)  
Prescribed by GSA - FAR (48 CFR 53.2450)

53.301-1433 Inventory Schedule D—Continuation Sheet (Special Tooling and Special Test Equipment).

INVENTORY SCHEDULE D - CONTINUATION SHEET (SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT)		DATE	FORM APPROVED GMB NO.								
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and reviewing the collection of information, sending comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (8000-0015), Washington, D.C. 20503.		<input type="checkbox"/> TERMINATION <input type="checkbox"/> NONTERMINATION	9000-0015								
		SUBCONTRACT OR P.O. NO. REFERENCE NO. PROPERTY CLASSIFICATION PAGE NO. NO. OF PAGES									
FOR USE OF CONTRACTING AGENCY ONLY	ITEM NO.	ITEM DESCRIPTION	CONDITION (USE CODE)	QUANTITY	UNIT	TOTAL	COST	APPLICABLE TO THIS CONTRACT TO ENTIRE CONTRACT (1)	TO PORTION NOT TO BE COMPLETED (2)	CONTRACTORS OFFER	FOR USE OF CONTRACTING AGENCY ONLY
(g)	(g)	(g)	(c)	(g)	(e)	(f)	(1)	(1)	(2)	(g)	

STANDARD FORM 1433 (REV. 7-80) PREPARED BY GSA - FPMR (41 CFR) 53.2450  
 AUTHORIZED FOR LOCAL REPRODUCTION EXPIRATION DATE: 4-30-92  
 1433-102

53.301-1434 SF 1434, Termination Inventory Schedule E (Short Form For Use With SF 1438 Only).

<b>TERMINATION INVENTORY SCHEDULE E</b> <b>(SHORT FORM FOR USE WITH SF 1438 ONLY)</b> (See FAR Section 45.606 for instructions)		PAGE NO. _____ NO. OF PAGES _____ OMB No.: 9000-0015 Expires: 05/31/98
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing this collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20401.		COMPANY PREPARING AND SUBMITTING SCHEDULE
THIS SCHEDULE APPLIES TO (check one) <input type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT <input type="checkbox"/> SUBCONTRACT(S) OR PURCHASE ORDER(S) REFERENCE NO. _____		
<b>CONTRACTOR WHO SENT NOTICE OF TERMINATION</b> NAME _____ STREET ADDRESS _____ CITY AND STATE (include ZIP Code) _____ LOCATION OF MATERIAL _____ ADDRESS (include ZIP Code) _____		
PRODUCT COVERED BY CONTRACT OR ORDER _____		
<b>FOR USE OF CONTRACTING AGENCY ONLY</b>	<b>DESCRIPTION</b> ITEM NO. (a)    ITEM DESCRIPTION (b)    GOVERNMENT PART OR DRAWING NUMBER AND REVISION NUMBER (b1)    TYPE OF PACKING (Bulk, bbls., crates, etc.) (b2)    CONDITION (Use Code) (c)    QUANTITY MEASURE (d)    UNIT (e)    TOTAL (f)    COST (For finished product, show contract price instead of cost)    CONTRACTOR'S OFFER (g)    FOR USE OF CONTRACTING AGENCY ONLY	
<b>TERMINATION INVENTORY</b>		
This inventory Schedule has been examined, and in the exercise of the signer's best judgment, and to the best of the signer's knowledge, based upon information believed by the signer to be reliable, said Schedule has been prepared and is correct. The inventory described is allocable to the contract and is in excess of the reasonable quantitative requirements of the terminated portion of the contract; this Schedule does not include any items reasonably usable, without loss to the Contractor, on its other work; and the costs shown on this Schedule are in accordance with the Contractor's records and books of account.		
NAME OF CONTRACTOR _____ BY (Signature of Authorized Official) _____ TITLE _____		DATE _____
NAME OF SUPERVISORY ACCOUNTING OFFICIAL _____ TITLE _____		
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is not usable		

53.301-1435 Settlement Proposal (Inventory Basis).

<b>SETTLEMENT PROPOSAL (INVENTORY BASIS)</b>		OMB No.: 9000-0012 Expires: 05/31/98
<small>Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.</small>		
<b>FOR USE BY A FIXED-PRICE PRIME CONTRACTOR OR FIXED-PRICE SUBCONTRACTOR</b>		
THIS PROPOSAL APPLIES TO (Check one) <input type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT <input type="checkbox"/> SUBCONTRACT OR PURCHASE ORDER		COMPANY
SUBCONTRACT OR PURCHASE ORDER NO(S):		STREET ADDRESS
CONTRACTOR WHO SENT NOTICE OF TERMINATION		CITY AND STATE (include ZIP Code)
NAME		NAME OF GOVERNMENT AGENCY
ADDRESS (include ZIP Code)		GOVERNMENT PRIME CONTRACT NO.      CONTRACTOR'S REFERENCE NO.
If moneys payable under the contract have been assigned, give the following: NAME OF ASSIGNEE		EFFECTIVE DATE OF TERMINATION
ADDRESS (include ZIP Code)		PROPOSAL NO.      CHECK ONE <input type="checkbox"/> INTERIM <input type="checkbox"/> FINAL
SF 1439, SCHEDULE OF ACCOUNTING INFORMATION <input type="checkbox"/> IS <input type="checkbox"/> IS NOT ATTACHED (If not, explain below)		

SECTION I - STATUS OF CONTRACT OR ORDER AT EFFECTIVE DATE OF TERMINATION							
PRODUCTS COVERED BY TERMINATED CONTRACT OR PURCHASE ORDER	FINISHED			UNFINISHED OR NOT COMMENCED		TOTAL COVERED BY CONTRACT OR ORDER	
	PREVIOUSLY SHIPPED AND INVOICED	ON HAND		TO BE COMPLETED (Partial termination only)	NOT TO BE COMPLETED		
		PAYMENT TO BE RECEIVED THROUGH INVOICING	INCLUDED IN THIS PROPOSAL				
(a)	(b)	(c)	(d)	(e)	(f)	(g)	
QUANTITY							
\$							
QUANTITY							
\$							
QUANTITY							
\$							

SECTION II - PROPOSED SETTLEMENT					
NO.	ITEM (a)	(Use Columns (b) and (c) only where previous proposal has been filed)		TOTAL PROPOSED TO DATE (d)	FOR USE OF CONTRACTING AGENCY ONLY (e)
		TOTAL PREVIOUSLY PROPOSED (b)	INCREASE OR DECREASE BY THIS PROPOSAL (c)		
1	METALS				
2	RAW MATERIALS (other than metals)				
3	PURCHASED PARTS				
4	FINISHED COMPONENTS				
5	MISCELLANEOUS INVENTORY				
6	WORK-IN-PROCESS				
7	SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT				
8	OTHER COSTS (from Schedule B)				
9	GENERAL AND ADMINISTRATIVE EXPENSES (from Schedule C)				
10	TOTAL (Items 1 to 9 inclusive)				
11	PROFIT (explain in Schedule D)				
12	SETTLEMENT EXPENSES (from Schedule E)				
13	TOTAL (Items 10 to 12 inclusive)				
14	SETTLEMENTS WITH SUBCONTRACTORS (from Schedule F)				
15	ACCEPTABLE FINISHED PRODUCT				
16	GROSS PROPOSED SETTLEMENT (Items 13 thru 15)				
17	DISPOSAL AND OTHER CREDITS (from Schedule G)				
18	NET PROPOSED SETTLEMENT (Item 16 less 17)				
19	ADVANCE, PROGRESS & PARTIAL PAYMENTS (from Schedule H)				
20	NET PAYMENT REQUESTED (Item 18 less 19)				

*(When the space provided for any information is insufficient, continue on a separate sheet.)*

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STANDARD FORM 1435 (REV. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.249(a)(2)

**SCHEDULE A - ANALYSIS OF INVENTORY COST (Items 4 and 6)**

Furnish the following information (unless not reasonably available) for inventories of finished components and work-in-progress included in this proposal:

	TOTAL DIRECT LABOR	TOTAL DIRECT MATERIALS	TOTAL INDIRECT EXPENSES	TOTAL
FINISHED COMPONENTS				
WORK-IN-PROGRESS				

NOTE: Individual items of small amounts may be grouped into a single entry in Schedules B, C, D, and G.

**SCHEDULE B - OTHER COSTS (Item 8)**

ITEM	EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

**SCHEDULE C - GENERAL AND ADMINISTRATIVE EXPENSES (Item 9)**

DETAIL OF EXPENSES	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

**SCHEDULE D - PROFIT (Item 11)**

EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

*(Where the space provided for any information is insufficient, continue on a separate sheet.)*





53.301-1436 Settlement Proposal (Total Cost Basis).

<b>SETTLEMENT PROPOSAL (TOTAL COST BASIS)</b>	OMB No.: 9000-0012 Expires: 05/31/98
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Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

**FOR USE BY A FIXED-PRICE PRIME CONTRACTOR OR FIXED-PRICE SUBCONTRACTOR**

THIS PROPOSAL APPLIES TO (Check one)  
 A PRIME CONTRACT WITH THE GOVERNMENT     SUBCONTRACT OR PURCHASE ORDER

COMPANY \_\_\_\_\_  
 STREET ADDRESS \_\_\_\_\_  
 CITY AND STATE (Include ZIP Code) \_\_\_\_\_  
 NAME OF GOVERNMENT AGENCY \_\_\_\_\_  
 GOVERNMENT PRIME CONTRACT NO. \_\_\_\_\_ CONTRACTOR'S REFERENCE NO. \_\_\_\_\_  
 NAME OF ASSIGNEE \_\_\_\_\_ EFFECTIVE DATE OF TERMINATION \_\_\_\_\_  
 PROPOSAL NO. \_\_\_\_\_ CHECK ONE  
 INTERIM     FINAL

SF 1439, SCHEDULE OF ACCOUNTING INFORMATION  IS  IS NOT ATTACHED (If not, explain below)

SECTION I - STATUS OF CONTRACT OR ORDER AT EFFECTIVE DATE OF TERMINATION							
PRODUCTS COVERED BY TERMINATED CONTRACT OR PURCHASE ORDER	(a)	FINISHED			UNFINISHED OR NOT COMMENCED		TOTAL COVERED BY CONTRACT OR ORDER
		PREVIOUSLY SHIPPED AND INVOICED	ON HAND		SUBSEQUENTLY COMPLETED AND INVOICED*	NOT TO BE COMPLETED	
	QUANTITY	(b)	PAYMENT TO BE RECEIVED THROUGH INVOICING	PAYMENT NOT TO BE RECEIVED THROUGH INVOICING	(e)	(f)	(g)
	\$		(c)	(d)			
	QUANTITY						
	\$						
	QUANTITY						
	\$						

SECTION II - PROPOSED SETTLEMENT					
NO.	ITEM (a)	TOTAL PREVIOUSLY PROPOSED (b)	INCREASE OR DECREASE BY THIS PROPOSAL (c)	TOTAL PROPOSED TO DATE (d)	FOR USE OF CONTRACTING AGENCY ONLY (e)
1	DIRECT MATERIAL				
2	DIRECT LABOR				
3	INDIRECT FACTORY EXPENSE (from Schedule A)				
4	SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT (SF 1432)				
5	OTHER COSTS (from Schedule B)				
6	GENERAL AND ADMINISTRATIVE EXPENSES (from Schedule C)				
7	<b>TOTAL COSTS (Items 1 thru 6)</b>				
8	PROFIT (Explain in Schedule D)				
9	<b>TOTAL (Items 7 and 8)</b>				
10	DEDUCT FINISHED PRODUCT INVOICED OR TO BE INVOICED*				
11	<b>TOTAL (Item 9 less Item 10)</b>				
12	SETTLEMENT EXPENSES (from Schedule E)				
13	<b>TOTAL (Items 11 and 12)</b>				
14	SETTLEMENTS WITH SUBCONTRACTORS (from Schedule F)				
15	GROSS PROPOSED SETTLEMENT (Items 13 thru 14)				
16	DISPOSAL AND OTHER CREDITS (from Schedule G)				
17	NET PROPOSED SETTLEMENT (Item 15 less 16)				
18	ADVANCE, PROGRESS & PARTIAL PAYMENTS (from Schedule H)				
19	<b>NET PAYMENT REQUESTED (Item 17 less 18)</b>				

\*Column (e), Section I, should only be used in the event of a partial termination, in which the total cost reported in Section II should be accumulated to date of completion of the continued portion of the contract and the deduction for finished product (Item 10, Section II) should be the contract price of finished product in Column (b), (c), and (e), Section I.

NOTE: File inventory schedules (SF 1426, 1429, 1430, and 1432) for allocable inventories on hand at date of termination (See 49.206).

(When the space provided for any information is insufficient, continue on a separate sheet.)



SCHEDULE E - SETTLEMENT EXPENSES <i>(Item 12)</i>			
ITEM	EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

SCHEDULE F - SETTLEMENTS WITH IMMEDIATE SUBCONTRACTORS AND SUPPLIERS <i>(Item 14)</i>			
NAME AND ADDRESS OF SUBCONTRACTOR	BRIEF DESCRIPTION OF PRODUCT CANCELED	AMOUNT OF SETTLEMENT	FOR USE OF CONTRACTING AGENCY ONLY

SCHEDULE G - DISPOSAL AND OTHER CREDITS <i>(Item 16)</i>		
DESCRIPTION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

(If practicable, show separately amount of disposal credits applicable to acceptable finished product included on SF 1428.)

(Where the space provided for any information is insufficient, continue on a separate sheet.)



Federal Acquisition Regulation

53.301-1437

53.301-1437 Settlement Proposal for Cost-Reimbursement Type Contracts.

SETTLEMENT PROPOSAL FOR COST-REIMBURSEMENT TYPE CONTRACTS		OMB No.: 9000-0012 Expires: 05/31/98	
Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.			
To be used by prime contractors submitting settlement proposals on cost-reimbursement type contracts under Part 49 of the Federal Acquisition Regulation. Also suitable for use in connection with terminated cost-reimbursement type subcontracts.			
COMPANY		PROPOSAL NUMBER	CHECK ONE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
STREET ADDRESS		GOVERNMENT PRIME CONTRACT NO.	REFERENCE NO.
CITY AND STATE (Include ZIP Code)		EFFECTIVE DATE OF TERMINATION	
ITEM	TOTAL PREVIOUSLY SUBMITTED	INCREASE OR DECREASE BY THIS PROPOSAL	TOTAL SUBMITTED TO DATE
(a)	(b)	(c)	(d)
1. DIRECT MATERIAL	\$	\$	\$
2. DIRECT LABOR			
3. INDIRECT FACTORY EXPENSE			
4. SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT			
5. OTHER COSTS			
6. GENERAL AND ADMINISTRATIVE EXPENSE			
7. TOTAL COST (Items 1 thru 6)	\$	\$	\$
8. FEE			
9. SETTLEMENT EXPENSES			
10. SETTLEMENTS WITH SUBCONTRACTORS			
11. GROSS PROPOSED SETTLEMENT (Items 7 thru 10)			
12. DISPOSAL AND OTHER CREDITS			
13. NET PROPOSED SETTLEMENT (Item 11 less 12)	\$	\$	\$
14. PRIOR PAYMENTS TO CONTRACTOR	\$	\$	\$
15. NET PAYMENT REQUESTED (Item 13 less 14)	\$	\$	\$

CERTIFICATE

This is to certify that the undersigned, individually, and as an authorized representative of the Contractor, has examined this termination settlement proposal and that, to the best knowledge and belief of the undersigned:

(a) AS TO THE CONTRACTOR'S OWN CHARGES. The proposed settlement (exclusive of charges set forth in Item 10) and supporting schedules and explanations have been prepared from the books of account and records of the Contractor in accordance with recognized commercial accounting practices; they include only those charges allocable to the terminated portion of this contract; they have been prepared with knowledge that they will, or may, be used directly or indirectly as the basis of settlement of a termination settlement proposal or claim against an agency of the United States; and the charges as stated are fair and reasonable.

(b) AS TO THE SUBCONTRACTORS' CHARGES. (1) The Contractor has examined, or caused to be examined, to an extent it considered adequate in the circumstances, the termination settlement proposals of its immediate subcontractors (exclusive of proposals filed against these immediate subcontractors by their subcontractors); (2) The settlements on account of immediate subcontractors' own charges are fair and reasonable, the charges are allocable to the terminated portion of this contract, and the settlements were negotiated in good faith and are not more favorable to its immediate subcontractors than those that the Contractor would make if reimbursement by the Government were not involved; (3) The Contractor has received from all its immediate subcontractors appropriate certificates with respect to their termination settlement proposals, which certificates are substantially in the form of this certificate; and (4) The Contractor has no information leading it to doubt (i) the reasonableness of the settlements with more remote subcontractors or (ii) that the charges for them are allocable to this contract. Upon receipt by the Contractor of amounts covering settlements with its immediate subcontractors, the Contractor will pay or credit them promptly with the amounts so received, to the extent that it has not previously done so. The term "subcontractors," as used above, includes suppliers.

NOTE: The Contractor shall, under conditions stated in FAR 15.403, be required to submit a Certificate of Current Cost or Pricing Data (see FAR 15.406-2 and 15.408 Table 15-2).

NAME OF CONTRACTOR	BY (Signature of authorized official)	
	TITLE	DATE
NAME OF SUPERVISORY ACCOUNTING OFFICIAL	TITLE	

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STANDARD FORM 1437 (REV. 9-87)  
Prescribed by GSA - FAR (48 CFR) 53.249(a)(4)

[62 FR 64951, Dec. 9, 1997]

53.301-1438 Settlement Proposal (Short Form).

<b>SETTLEMENT PROPOSAL (SHORT FORM)</b>		FORM APPROVED QMS NO. <b>9000-0012</b>					
<small>Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0012), Washington, D.C. 20503.</small>							
<small>For Use by a Prime Contractor or Subcontractor in Settlement of a Fixed Price Terminated Contract When Total Charges Claimed Are Less than \$10,000. THIS PROPOSAL APPLIES TO (check one)</small>							
<input type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT <input type="checkbox"/> SUBCONTRACT OR PURCHASE ORDER		COMPANY (Prime or Subcontractor)					
SUBCONTRACT OR PURCHASE ORDER NO(S)		STREET ADDRESS					
CONTRACTOR WHO SENT NOTICE OF TERMINATION		CITY AND STATE (Include ZIP Code)					
NAME		NAME OF GOVERNMENT AGENCY					
ADDRESS (Include ZIP Code)		GOVERNMENT PRIME CONTRACT NO.					
If moneys payable under the contract have been assigned, give the following:		CONTRACTOR'S REFERENCE NO.					
NAME OF ASSIGNEE		EFFECTIVE DATE OF TERMINATION					
ADDRESS (Include ZIP Code)							
<b>SECTION I - STATUS OF CONTRACT OR ORDER AT EFFECTIVE DATE OF TERMINATION</b>							
(a) PRODUCTS COVERED BY TERMINATED CONTRACT OR PURCHASE ORDER	(b) PREVIOUSLY SHIPPED AND INVOICED	FINISHED ON HAND		UNFINISHED OR NOT COMMENCED		(g) TOTAL COVERED BY CONTRACT OR ORDER	
		(c) PAYMENT TO BE RECEIVED THROUGH INVOICING	(d) INCLUDED IN THIS PROPOSAL	(e) TO BE COMPLETED (Partial termination only)	(f) NOT TO BE COMPLETED		
QUANTITY							
\$							
QUANTITY							
\$							
QUANTITY							
\$							
<b>SECTION II - PROPOSED SETTLEMENT</b>							
NO.	ITEM (Include only items allocable to the terminated portion of contract)	AMOUNT OF CHARGE					
1	CHARGE FOR ACCEPTABLE FINISHED PRODUCT NOT COVERED BY INVOICING (from SF 1434)	\$					
2	CHARGE FOR WORK-IN-PROGRESS, RAW MATERIAL, ETC., ON HAND (from SF 1434)	\$					
3	OTHER CHARGES INCLUDING PROFIT AND SETTLEMENT EXPENSES	\$					
4	CHARGES FOR SETTLEMENT(S) WITH SUBCONTRACTORS	\$					
5	GROSS PROPOSED SETTLEMENT (Sum of Items 1 thru 4)	\$					
6	DISPOSAL AND OTHER CREDITS (from SF 1434, Col. 2)	\$					
7	NET PROPOSED SETTLEMENT (Item 5 less 6)	\$					
8	ADVANCE, PROGRESS, AND PARTIAL PAYMENTS	\$					
9	NET PAYMENT REQUESTED (Item 7 less 8)	\$					
<small>List your inventory on SF 1434 and attach a copy thereto. Retain for the applicable period specified in the prime contract all papers and records relating to this proposal for future examination.</small>							
<small>GIVE A BRIEF EXPLANATION OF HOW YOU ARRIVED AT THE AMOUNTS SHOWN IN ITEMS 3, 4, 6, AND 7</small>							
I CERTIFY that the above proposed settlement includes only charges allocable to the terminated portion of the contract or purchase order. That the total charges (item 5) and the disposal credits (item 6) are fair and reasonable, and that this proposal has been prepared with knowledge that it will, or may, be used directly or indirectly as a basis for reimbursement under a settlement proposal(s) against agencies of the United States.		NAME OF YOUR COMPANY					
		BY (Signature of authorized official)					
		TITLE			DATE		
<small>(Where the space provided for any information is insufficient, continue on a separate sheet.)</small>							
<small>AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is usable</small>		<small>EXPIRATION DATE 4-30-92</small>		<small>1438-102</small>		<small>STANDARD FORM 1438 (REV. 7-88) Prescribed by GSA - FAR (48 CFR) 53.204(a)(5)</small>	

## INSTRUCTIONS

1. This settlement proposal should be submitted to the contracting officer, if you are a prime contractor, or to your customer, if you are a subcontractor. The term contract as used hereinafter includes a subcontract or a purchase order.

2. Proposals that would normally be included in a single settlement proposal, such as those based on a series of separate orders for the same item under one contract should be consolidated wherever possible, and must not be divided in such a way as to bring them below \$10,000.

3. You should review any aspects of your contract relating to termination and consult your customer or contracting officer for further information. Government regulations pertaining to the basis for determining a fair and reasonable termination settlement are contained in Part 49 of the Federal Acquisition Regulation. Your proposal for fair compensation should be prepared on the basis of the costs shown by your accounting records. Where your costs are not so shown, you may use any reasonable basis for estimating your costs which will provide for fair compensation for the preparations made and work done for the terminated portion of the contract, including a reasonable profit on such preparation and work.

4. Generally your settlement proposal may include under items 2, 3, and 4, the following:

a. COSTS - Costs incurred which are reasonably necessary and are properly allocable to the terminated portion of your contract under recognized commercial accounting practices, including direct and indirect manufacturing, selling and distribution, administrative, and other costs and expenses incurred.

b. SETTLEMENT WITH SUBCONTRACTORS - Reasonable settlements of proposals of subcontractors allocable to the terminated portion of the subcontract. Copies of such settlements will be attached hereto.

c. SETTLEMENT EXPENSES - Reasonable costs of protecting and preserving termination inventory in your possession and preparing your proposal.

d. PROFIT - A reasonable profit with respect to the preparations you have made and work you have actually done for the terminated portion of your contract. No profit should be included for work which has not been done, nor shall profit be included for settlement expenses, or for settlement with subcontractors.

5. If you use this form, your total charges being proposed (line 5), must be less than \$10,000. The Government has the right to examine your books and records relative to this proposal, and if you are a subcontractor your customer must be satisfied with your proposal.

STANDARD FORM 1438 (REV. 7-88) BACK

[55 F.R. 3925, Feb. 5, 1990]

53.301-1439 Schedule of Accounting Information.

SCHEDULE OF ACCOUNTING INFORMATION		FORM APPROVED OMB NO. 9000-0012
Public reporting burden for this collection of information is estimated to average 25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0012), Washington, D.C. 20503.		
To be used by prime contractors submitting termination proposals under Part 49 of the Federal Acquisition Regulation. Also suitable for use by subcontractor in effecting subcontract settlements with prime contractor or immediate subcontractor.		
THIS PROPOSAL APPLIES TO (Check one) <input type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT		COMPANY (Prime or Subcontractor)
<input type="checkbox"/> SUBCONTRACT OR PURCHASE ORDER NO(S)		STREET ADDRESS
CONTRACTOR WHO SENT NOTICE OF TERMINATION		CITY AND STATE (include ZIP Code)
NAME AND ADDRESS (include ZIP Code)		NAME OF GOVERNMENT AGENCY
		GOVERNMENT PRIME CONTRACT NO.
		CONTRACTOR'S REFERENCE NO.
		EFFECTIVE DATE OF TERMINATION
1. INDIVIDUAL IN YOUR ORGANIZATION FROM WHOM ADDITIONAL INFORMATION MAY BE REQUESTED ON QUESTIONS RELATING TO:		
ACCOUNTING MATTERS		PROPERTY DISPOSAL
NAME		NAME
TITLE	TELEPHONE NO.	TITLE
		TELEPHONE NO.
ADDRESS (include ZIP Code)		ADDRESS (include ZIP Code)
2. ARE THE ACCOUNTS OF THE CONTRACTOR SUBJECT TO REGULAR PERIODIC EXAMINATION BY INDEPENDENT PUBLIC ACCOUNTANTS?		
<input type="checkbox"/> YES <input type="checkbox"/> NO (Name and address of accountants)		
3. INDEPENDENT ACCOUNTANTS, IF ANY, WHO HAVE REVIEWED OR ASSISTED IN THE PREPARATION OF THE ATTACHED PROPOSAL		
NAME		ADDRESS (include ZIP Code)
GOVERNMENTAL AGENCY(IES) WHICH HAVE REVIEWED YOUR ACCOUNTS IN CONNECTION WITH PRIOR SETTLEMENT PROPOSALS DURING THE CURRENT AND PRECEDING FISCAL YEAR		
NAME		ADDRESS (include ZIP Code)
5. HAVE THERE BEEN ANY SIGNIFICANT DEVIATIONS FROM YOUR REGULAR ACCOUNTING PROCEDURES AND POLICIES IN ARRIVING AT THE COSTS SET FORTH IN THE ATTACHED PROPOSAL? (If "Yes," explain briefly)		
<input type="checkbox"/> YES <input type="checkbox"/> NO		
8. WERE THE DETAILED COST RECORDS USED IN PREPARING THE PROPOSAL CONTROLLED BY AND IN AGREEMENT WITH YOUR GENERAL BOOKS OF ACCOUNT?		
<input type="checkbox"/> YES <input type="checkbox"/> NO		
7. STATE METHOD OF ACCOUNTING FOR TRADE AND CASH DISCOUNTS EARNED, REBATES, ALLOWANCES, AND VOLUME PRICE ADJUSTMENTS. ARE SUCH ITEMS EXCLUDED FROM COSTS PROPOSED?		
<input type="checkbox"/> YES <input type="checkbox"/> NO		
(Where the space provided for any information is insufficient, continue on a separate sheet.)		
AUTHORIZED FOR LOCAL REPRODUCTION    EXPIRATION DATE: 4-30-92    1439-102    STANDARD FORM 1439 (REV. 7-80)    Prescribed by GSA - FAR (48 CFR) 53.246(a)(9)		

Federal Acquisition Regulation

53.301-1439

8. STATE METHOD OF RECORDING AND ABSORBING (1) GENERAL ENGINEERING AND GENERAL DEVELOPMENT EXPENSE AND (2) ENGINEERING AND DEVELOPMENT EXPENSE DIRECTLY APPLICABLE TO THE TERMINATED CONTRACT.

9. STATE TYPES AND SOURCE OF MISCELLANEOUS INCOME AND CREDITS AND MANNER OF RECORDING IN THE INCOME OR THE COST ACCOUNTS SUCH AS RENTAL OF YOUR FACILITIES TO OUTSIDE PARTIES, ETC.

10. METHOD OF ALLOCATING GENERAL AND ADMINISTRATIVE EXPENSE.

11. ARE COSTS AND INCOME FROM CHANGE ORDERS SEGREGATED FROM OTHER CONTRACT COSTS AND INCOME? (If "Yes," by what method?)

YES  NO

12. METHOD OF COMPUTING PROFIT SHOWN IN THE ATTACHED PROPOSAL AND REASON FOR SELECTING THE METHOD USED. FURNISH ESTIMATE OF AMOUNT OR RATE OF PROFIT IN DOLLARS OR PERCENT ANTICIPATED HAD THE CONTRACT BEEN COMPLETED.

13. ARE SETTLEMENT EXPENSES APPLICABLE TO PREVIOUSLY TERMINATED CONTRACTS EXCLUDED FROM THE ATTACHED PROPOSALS? (If "NO," explain.)

YES  NO

14. DOES THIS PROPOSAL INCLUDE CHARGES FOR MAJOR INVENTORY ITEMS AND PROPOSALS OF SUBCONTRACTORS COMMON TO THIS TERMINATED CONTRACT AND OTHER WORK OF THE CONTRACTOR? (If "Yes," explain the method used in allocating amounts to the terminated portion of this contract.)

YES  NO

15. EXPLAIN BRIEFLY YOUR METHOD OF PRICING INVENTORIES, INDICATING WHETHER MATERIAL HANDLING COST HAS BEEN INCLUDED IN CHARGES FOR MATERIALS.

16. ARE ANY PARTS, MATERIALS, OR FINISHED PRODUCT, KNOWN TO BE DEFECTIVE, INCLUDED IN THE INVENTORIES? (If "Yes," explain.)

YES  NO

(Where the space provided for any information is insufficient, continue on a separate sheet.)

STANDARD FORM 1439 REV. 7-69 PAGE 2

17. WERE INVENTORY QUANTITIES BASED ON A PHYSICAL COUNT AS OF THE DATE OF TERMINATION? (If "NO," explain exceptions.)  
 YES  NO

18. DESCRIBE BRIEFLY THE NATURE OF INDIRECT EXPENSE ITEMS INCLUDED IN INVENTORY COSTS (See Schedule A, SF 1439) AND EXPLAIN YOUR METHOD OF ALLOCATION USED IN PREPARING THIS PROPOSAL, INCLUDING IF PRACTICABLE, THE RATES USED AND THE PERIOD OF TIME UPON WHICH THEY ARE BASED.

19. STATE GENERAL POLICIES RELATING TO DEPRECIATION AND AMORTIZATION OF FIXED ASSETS, BASES, UNDERLYING POLICIES.

20. DO THE COSTS SET FORTH IN THE ATTACHED PROPOSAL INCLUDE PROVISIONS FOR ANY RESERVES OTHER THAN DEPRECIATION RESERVES? (If "Yes," list such reserves.)  
 YES  NO

21. STATE POLICY OR PROCEDURE FOR RECORDING AND WRITING OFF STARTING LOAD.

22. STATE POLICIES FOR DISTINGUISHING BETWEEN CHARGES TO CAPITAL (FIXED) ASSET ACCOUNTS AND TO REPAIR AND MAINTENANCE ACCOUNTS.

23. ARE PERISHABLE TOOLS AND MANUFACTURING SUPPLIES CHARGED DIRECTLY TO CONTRACT COSTS OR INCLUDED IN INDIRECT EXPENSES?

(Where the space provided for any information is insufficient, continue on a separate sheet.)

STANDARD FORM 1439 REV. 7-88 PAGE 3

Federal Acquisition Regulation

53.301-1439

24. HAVE ANY CHARGES FOR SEVERANCE, DISMISSAL, OR SEPARATION PAY BEEN INCLUDED IN THIS PROPOSAL? (If "Yes," furnish brief explanation and estimates of amounts included.)  
 YES  NO

25. STATE POLICIES RELATING TO RECORDING OF OVERTIME SHIFT PREMIUMS AND PRODUCTION BONUSES.

26. DOES CONTRACTOR HAVE A PENSION PLAN? (If "Yes," state method of funding and absorption of past and current pension service costs.)  
 YES  NO

27. IS THIS SETTLEMENT PROPOSAL BASED ON STANDARD COSTS?  
 YES (If "Yes," has adjustment to actual cost or adjustment for any significant variations been made?)  YES  NO (If "NO," explain)  
 NO

28. DOES THIS PROPOSAL INCLUDE ANY ELEMENT OF PROFIT TO THE CONTRACTOR OR RELATED ORGANIZATION, OTHER THAN (a) PROFIT SET FORTH SEPARATELY IN THE PROPOSAL OR (b) PROFIT INCLUDED IN THE CONTRACT PRICE AT WHICH ACCEPTABLE FINISHED PRODUCT, IF ANY, IS INCLUDED IN THE PROPOSAL? (If "Yes," explain briefly.)  
 YES  NO

29. WHAT IS LENGTH OF TIME (PRODUCTION CYCLE) REQUIRED TO PRODUCE ONE OF THE END ITEMS FROM THE TIME THE MATERIAL ENTERS THE PRODUCTION LINE TO THE COMPLETION AS THE FINISHED PRODUCT?

30. STATE POLICY AND PROCEDURE FOR VERIFICATION AND NEGOTIATION OF SETTLEMENTS WITH SUBCONTRACTORS AND VENDORS.

**CERTIFICATE**

THIS CERTIFIES THAT, TO THE BEST KNOWLEDGE AND BELIEF OF THE UNDERSIGNED, THE ABOVE STATEMENTS ARE TRUE AND CORRECT.

NAME OF CONTRACTOR	BY (Signature of supervisory accounting official)
	TITLE
	DATE

(Where the space provided for any information is insufficient, continue on a separate sheet.)

STANDARD FORM 1438 REV. 7-80 PAGE 4

[55 FR 3928, Feb. 5, 1990]

53.301-1440 Application for Partial Payment.

APPLICATION FOR PARTIAL PAYMENT						FORM APPROVED OMB NO. 5010-0012
Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (0000-0012), Washington, D.C. 20503.						
For use by Prime Contractor or Subcontractor under contracts terminated for the convenience of the Government.						
THIS APPLICATION APPLIES TO (check one) <input type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT <input type="checkbox"/> SUBCONTRACT OR PURCHASE ORDER			APPLICANT			
SUBCONTRACT OR PURCHASE ORDER NUMBER(S)			STREET ADDRESS			
CONTRACTOR WHO SENT NOTICE OF TERMINATION			CITY AND STATE (Include ZIP Code)			
NAME			NAME OF GOVERNMENT AGENCY			
ADDRESS (Include ZIP Code)			GOVERNMENT PRIME CONTRACT NUMBER			
IF CONTRACTOR HAS GUARANTEED LOANS OR HAS ASSIGNED MONEYS DUE UNDER THE CONTRACT, GIVE THE FOLLOWING:			CONTRACTOR'S REFERENCE NUMBER			
NAME AND ADDRESS OF FINANCING INSTITUTION (Include ZIP Code)			EFFECTIVE DATE OF TERMINATION			
NAME AND ADDRESS OF GUARANTOR (Include ZIP Code)			DATE OF THIS APPLICATION			
NAME AND ADDRESS OF ASSIGNEE (Include ZIP Code)			AMOUNT REQUESTED		APPLICATION NUMBER UNDER THIS TERMINATION	
			§			
SECTION I - STATUS OF CONTRACT OR ORDER AT EFFECTIVE DATE OF TERMINATION						
PRODUCTS COVERED BY TERMINATED CONTRACT OR PURCHASE ORDER	PREVIOUSLY SHIPPED AND INVOICED	FINISHED ON HAND		UNFINISHED OR NOT COMMENCED		TOTAL COVERED BY CONTRACT OR ORDER
		PAYMENT TO BE RECEIVED THROUGH INVOICING	INCLUDED IN THIS APPLICATION	TO BE COMPLETED	NOT TO BE COMPLETED	
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	QUANTITY					
	§					
	QUANTITY					
	§					
	QUANTITY					
	§					
SECTION II - APPLICANT'S OWN TERMINATION CHARGES (Exclusive of its Subcontractors' Charges)				SETTLEMENT PROPOSAL		
				<input type="checkbox"/> ATTACHED <input type="checkbox"/> PREVIOUSLY SUBMITTED		
NO.	ITEM			CHARGES AS LISTED IN SETTLEMENT PROPOSAL		
1	ACCEPTABLE FURNISHED PRODUCT (at contract price)			§		
2	WORK-IN-PROGRESS					
3	RAW MATERIALS, PURCHASED PARTS, AND SUPPLIES					
4	GENERAL AND ADMINISTRATIVE EXPENSE					
5	TOTAL (Sum of lines 1, 2, 3, and 4)			§		
6	SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT					
7	OTHER COSTS					
8	SETTLEMENT EXPENSES					
9	TOTAL (Sum of lines 6, 7, and 8)			§		
10	SUBCONTRACTOR SETTLEMENTS APPROVED BY CONTRACTING OFFICER OR SETTLED UNDER A DELEGATION OF AUTHORITY AND PAID BY APPLICANT			§		
11. AMOUNTS RECEIVED						
a UNLIQUIDATED PARTIAL, PROGRESS, AND ADVANCE PAYMENTS RECEIVED				§		
b DISPOSAL AND OTHER CREDITS						
c TOTAL (Sum of lines a and b)						
d AMOUNT OF PARTIAL PAYMENT REQUESTED						
e TOTAL (Sum of lines c and d)				§		

[55 FR 3933, Feb. 5, 1990]

Federal Acquisition Regulation

53.301-1442

53.301-1442 Standard Form 1442, Solicitation, Offer and Award (Construction, Alteration, or Repair).

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
			<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>					
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.		
7. ISSUED BY	CODE	8. ADDRESS OFFER TO			
9. FOR INFORMATION CALL:	A. NAME		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)		
<b>SOLICITATION</b>					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder" 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, Identifying no., date):					

11. The Contractor shall begin performance within \_\_\_\_\_ calendar days and complete it within \_\_\_\_\_ calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)  YES  NO

12B. CALENDAR DAYS \_\_\_\_\_

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_ (hour) local time \_\_\_\_\_ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than \_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14 NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15 TELEPHONE NO. (Include area code)	
CODE                      FACILITY CODE		16 REMITTANCE ADDRESS (Include only if different than Item 14)	
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)			
AMOUNTS ▶			
18 The offeror agrees to furnish any required performance and payment bonds			
19 ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)			
AMENDMENT NO			
DATE			
20A NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B SIGNATURE	20C OFFER DATE	
AWARD (To be completed by Government)			
21 ITEMS ACCEPTED			
22 AMOUNT		23 ACCOUNTING AND APPROPRIATION DATA	
24 SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 14 (4 copies unless otherwise specified)		25 OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)	
26 ADMINISTERED BY CODE		27 PAYMENT WILL BE MADE BY	
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE			
<input type="checkbox"/> 28 NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29 AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A NAME OF CONTRACTING OFFICER (Type or print)	
30B SIGNATURE	30C DATE	31B UNITED STATES OF AMERICA	31C AWARD DATE
		BY	

STANDARD FORM 1442 BACK (REV. 4-8)

[50 FR 1752, Jan. 11, 1985, and 50 FR 52429, Dec. 23, 1985]



## INSTRUCTIONS

**GENERAL**—All entries on this form must be typewritten— all dollar amounts must be shown in whole dollars, rounded up to the next whole dollar. All line item numbers not included in the instructions below are self-explanatory.

**SECTION I — IDENTIFICATION INFORMATION.** Complete Items 1 through 8c in accordance with the following instructions:

Item 1. **TO** — Enter the name and address of the cognizant Contract Administration Office. **PAYING OFFICE** — Enter the designation of the paying office, as indicated in the contract.

Item 2. **FROM — CONTRACTOR'S NAME AND ADDRESS/ ZIP CODE** — Enter the name and mailing address of the contractor. If applicable, the division of the company performing the contract should be entered immediately following the contractor's name.

Item 3. Enter an "X" in the appropriate block to indicate whether or not the contractor is a small business concern.

Item 5. Enter the total contract price, as amended. If the contract provides for escalation or price redetermination, enter the initial price until changed and not the ceiling price; if the contract is of the incentive type, enter the target or billing price, as amended until final pricing. For letter contracts, enter the maximum expenditure authorized by the contract, as amended.

Item 6A. **PROGRESS PAYMENT RATES** — Enter the 2-digit progress payment percentage rate shown in paragraph (a)(1) of the progress payment clause.

Item 6B. **LIQUIDATION RATE** — Enter the progress payment liquidation rate shown in paragraph (b) of the progress payment clause, using three digits - Example: show 80% as 800 - show 72.3% as 723.

Item 7. **DATE OF INITIAL AWARD** — Enter the last two digits of the calendar year. Use two digits to indicate the month. Example: show January 1982 as 82/01.

Item 8A. **PROGRESS PAYMENT REQUEST NO.** — Enter the number assigned to this request. All requests under a single contract must be numbered consecutively, beginning with 1. Each subsequent request under the same contract must continue in sequence, using the same series of numbers without omission.

Item 8B. Enter the date of the request.

**SECTION II — GENERAL INSTRUCTIONS.** **DATE** — In the space provided in the heading enter the date through which costs have been accumulated from inception for inclusion in this request. This date is applicable to item entries in Sections II and III.

**Cost Basis.** For all contracts with Small Business concerns, the base for progress payments is total costs incurred. For contracts with concerns other than Small Business, the progress payment base will be the total recorded paid costs, together with the incurred costs per the Computation of Amounts paragraph of the progress payment clause in FPR 1.30.510-11(a) or FAR 52.232-16, as appropriate. Total costs include all expenses paid and incurred, including applicable manufacturing and production expense, general and administrative expense for performance of contract, which are reasonable, allocable to the contract, consistent with sound and generally accepted accounting principles and practices, and which are not otherwise excluded by the contract.

**Manufacturing and Production Expense, General and Administrative Expense.** In connection with the first progress payment request on a contract, attach an explanation of the method, bases and period used in determining the amount of each of these two types of expenses. If the method, bases or periods used for computing these expenses differ in subsequent requests for progress payments under this contract, attach an explanation of such changes to the progress payment request involved.

**Incurred Costs Involving Subcontractors for Contracts with Small Business Concerns.** If the incurred costs eligible for progress payments under the contract include costs shown in invoices of subcontractors, suppliers and others, that portion of the costs computed on such invoices can only include costs for: (1) completed work to which the prime contractor has acquired title; (2) materials delivered to which the prime contractor has acquired title; (3) services rendered; and (4) costs billed under cost reimbursement or time and material subcontracts for work to which the prime contractor has acquired title.

**SECTION II — SPECIFIC INSTRUCTIONS**

Item 9. **PAID COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE** — Line 9 will not be used for Small Business Contracts.

For large business contracts, costs to be shown in Item 9 shall include only those recorded costs which have resulted at time of request in payment made by cash, check, or other form of actual payment for items or services purchased directly for the contract. This includes items delivered, accepted and paid for, resulting in liquidation of subcontractor progress payments.

Costs to be shown in Item 9 are not to include advance payments, downpayments, or deposits, all of which are not eligible for reimbursement; or progress payments made to subcontractors, suppliers or others, which are to be included in Item 14. See "Cost Basis" above.

Item 10. **INCURRED COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE** — For all Small Business Contracts, Item 10 will show total costs incurred for the contract.

Costs to be shown in Item 10 are not to include advance payments, downpayments, deposits, or progress payments made to subcontractors, suppliers or others.

For large business contracts, costs to be shown in Item 10 shall include all costs incurred (see "Cost Basis" above) for: materials which have been issued from the stores inventory and placed into production process for use on the contract; for direct labor; for other direct in-house costs; and for properly allocated and allowable indirect costs as set forth under "Cost Basis" above.

Item 12a. Enter the total contract costs incurred to date, if the actual amount is not known, enter the best possible estimate. If an estimate is used, enter (E) after the amount.

Item 12b. Enter the estimated cost to complete the contract. The estimate may be the last estimate made, adjusted for costs incurred since the last estimate; however, estimates shall be made not less frequently than every six months.

Items 14a through 14c. Include only progress payments on subcontracts which conform to progress payment provisions of the prime contract.

Item 14a. Enter only progress payments actually paid.

Item 14b. Enter total progress payments recouped from subcontractors.

Item 14c. For Small Business prime contracts, include the amount of unpaid subcontract progress payment billings which have been approved by the contractor for the current payment in the ordinary course of business. For other contracts, enter "0" amount.

**SECTION III — SPECIFIC INSTRUCTIONS.** This Section must be completed only if the contractor has received advance payments against this contract, or if items have been delivered, invoiced and accepted as of the date indicated in the heading of Section II above. **EXCEPTION:** Item 27 must be filled in by the Contracting Officer.

Item 20a. Of the costs reported in Item 11, compute and enter only costs which are properly allocable to items delivered, invoiced and accepted to the applicable date. In order of preference, these costs are to be computed on the basis of one of the following: (a) The actual unit cost of items delivered, giving proper consideration to the deferral of the starting (load costs or, (b) projected unit costs (based on experienced costs plus the estimated cost to complete the contract), where the contractor maintains cost data which will clearly establish the reliability of such estimates.

Item 20d. Enter amount from 14c.

Item 21a. Enter the total billing price, as adjusted, of items delivered, accepted and invoiced to the applicable date.

Item 23. Enter total progress payments liquidated and those to be liquidated from billings submitted but not yet paid.

Item 25. Self-explanatory. (NOTE: If the entry in this item is a negative amount, there has been an overpayment which requires adjustment.)

Item 26. Self-explanatory, but if a lesser amount is requested, enter the lesser amount.

**SPECIAL INSTRUCTIONS FOR USE UNDER FEDERAL ACQUISITION REGULATION (FAR).**

Items 20 and 20c. Delete the references to a(3)(i) of the progress payment clause.

Items 21 and 21c. Delete the references to a(3)(ii) of the progress payment clause.

STANDARD FORM 1443 BACK (10-82)

53.301-1444 Request for Authorization of Additional Classification and Rate.

FORM APPROVED OMB NO. 5000-0099

<b>REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE</b>		CHECK APPROPRIATE BOX <input type="checkbox"/> SERVICE CONTRACT <input type="checkbox"/> CONSTRUCTION CONTRACT	
<small>NOTE: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16 AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER</small>			
1. TO: ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210		2. FROM: (REPORTING OFFICE)	
3. CONTRACTOR			4. DATE OF REQUEST
5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED
10. SUBCONTRACTOR (IF ANY)			9. DATE OPTION EXERCISED (IF APPLICABLE) (SCA ONLY)
11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)			
12. LOCATION (CITY, COUNTY AND STATE)			
13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION			
NUMBER		DATED	
a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY)		b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS
<small>(Use reverse or attach additional sheets, if necessary)</small>			
14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)		15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE	
16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE		TITLE	CHECK APPROPRIATE BOX—REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
<b>TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE—SEE FAR 22.1019 (SCA) OR FAR 22.408-3 (DBA))</b>			
<input type="checkbox"/> THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.			
<input type="checkbox"/> THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.			
<small>(Send copies 1, 2, and 3 to Department of Labor)</small>			
SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE		TITLE AND COMMERCIAL TELEPHONE NO.	DATE SUBMITTED

NSN 7540-01-268-0831

**DEPARTMENT OF LABOR**  
GPO: 1987 200-498 (M)

STANDARD FORM 1444 (10-87)  
Prescribed by GSA  
FAR (48 CFR) 53.222(f)  
1444-101

[53 FR 4949, Feb. 18, 1988]

53.301-1445 SF 1445, Labor Standards Interview.

LABOR STANDARDS INTERVIEW							
CONTRACT NUMBER			EMPLOYEE INFORMATION				
NAME OF PRIME CONTRACTOR			LAST NAME		FIRST NAME		MI
NAME OF EMPLOYER			STREET ADDRESS				
SUPERVISOR'S NAME			CITY		STATE	ZIP CODE	
LAST NAME	FIRST NAME	MI	WORK CLASSIFICATION			WAGE RATE	
ACTION						CHECK BELOW	
						YES	NO
Do you work over 8 hours per day?							
Do you work over 40 hours per week?							
Are you paid at least time and a half for overtime hours?							
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?							
WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?							
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?			TOOLS YOU USE				
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)							
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)							
THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE							
EMPLOYEE'S SIGNATURE						DATE (YYMMDD)	
INTERVIEWER	SIGNATURE		TYPED OR PRINTED NAME			DATE (YYMMDD)	
INTERVIEWER'S COMMENTS							
WORK EMPLOYEE WAS DOING WHEN INTERVIEWED			ACTION (If explanation is needed, use comments section)			YES	NO
			IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?				
			ARE WAGE RATES AND POSTERS DISPLAYED?				
FOR USE BY PAYROLL CHECKER							
IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?							
<input type="checkbox"/> YES <input type="checkbox"/> NO							
COMMENTS							
CHECKER							
LAST NAME		FIRST NAME		MI	JOB TITLE		
SIGNATURE						DATE (YYMMDD)	
<small>AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable</small>							
<small>STANDARD FORM 1445 (REV. 12-96) Prescribed by GSA - FAR (48 CFR) 53.222(g)</small>							

53.301-1446 Labor Standards Investigation Summary Sheet.

<b>LABOR STANDARDS INVESTIGATION SUMMARY SHEET</b>		FORM APPROVED OMB NO. 9000-0089	
		CONTRACT NUMBER	
REPORTING OFFICE	CONTRACT AMOUNT	DATE OF CONTRACT	
TYPE OF CONTRACT <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> CFF <input type="checkbox"/> OTHER (Specify)			
CONTRACTOR'S NAME AND ADDRESS (include ZIP Code)		EMPLOYER'S NAME AND ADDRESS (include ZIP Code) (if other than prime contractor)	
PROJECT AND LOCATION			
DESCRIPTION OF WORK			
BASIS FOR INVESTIGATION			
WAGE DETERMINATION NUMBER		WAGE DETERMINATION DATE	
<b>NATURE AND EXTENT OF VIOLATION</b>			
NO. EMPLOYEES INVOLVED	ARE VIOLATIONS CONSIDERED WILLFUL? <input type="checkbox"/> YES <input type="checkbox"/> NO	COPELAND ACT VIOLATIONS <input type="checkbox"/> YES <input type="checkbox"/> NO	
DAVIS BACON ACT UNDERPAYMENTS \$	CWSSA * UNDERPAYMENTS \$	CWSSA * LAW VIOLATIONS \$	
<b>CORRECTIVE ACTIONS TAKEN</b>			
RESTITUTION MADE <input type="checkbox"/> YES <input type="checkbox"/> NO	AMOUNT OF RESTITUTION \$	CONTRACTORS PAYMENT WITHHELD <input type="checkbox"/> YES <input type="checkbox"/> NO	
WITHHELD FOR DAVIS-BACON VIOLATIONS \$	WITHHELD FOR CWSSA * UNDERPAYMENTS \$	WITHHELD FOR CWSSA * VIOLATIONS \$	
REMARKS			
<b>PREPARED BY</b>			
DATE	TITLE	SIGNATURE	

\* Contract Work Hours and Safety Standards Act  
 HSN 7540-01-208-0033                      1446-101                      STANDARD FORM 1446 (10-67)  
 GPO: 1987 200-489 (40)                      Prescribed by GSA  
 FAR (48 CFR) 53.222(n)

[53 FR 4951, Feb. 18, 1988]

53.301-1447

48 CFR Ch. 1 (10-1-01 Edition)

53.301-1447 Solicitation/Contract.

<b>SOLICITATION/CONTRACT</b>				1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 300)		RATING		PAGE 1 OF	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27									
2 CONTRACT NO		3 AWARD/EFFECTIVE DATE		4 SOLICITATION NUMBER		5 SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		6 SOLICITATION ISSUE DATE	
7 ISSUED BY				CODE		8 THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE    % FOR <input type="checkbox"/> SMALL BUSINESS SIC		<input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> OTHER	
9 (AGENCY USE)				NO COLLECT CALLS					
10 ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES									
11 IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (90 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 9 ABOVE THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN						12 ADMINISTERED BY			
13 CONTRACTOR OFFEROR						CODE		FACILITY CODE	
14 PAYMENT WILL BE MADE BY						CODE			
15 PROMPT PAY DISCOUNT <input type="checkbox"/> TELEPHONE NO _____ DUNS NO _____ <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						16 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (C) ( ) <input type="checkbox"/> 41 U.S.C. 253 (C) ( )			
SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK									
17 ITEM NO	18 SCHEDULE OF SUPPLIES/SERVICES					19 QUANTITY	20 UNIT	21 UNIT PRICE	22 AMOUNT
23 ACCOUNTING AND APPROPRIATION DATA								24 TOTAL AWARD AMOUNT (FOR GOVT USE ONLY)	
25 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN						26 AWARD OF CONTRACT - YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS			
27 SIGNATURE OF OFFEROR/CONTRACTOR						28 UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
NAME AND TITLE OF SIGNER (TYPE OR PRINT)			DATE SIGNED			NAME OF CONTRACTING OFFICER			DATE SIGNED
NSN 7540-01-218-4386						1447-101		STANDARD FORM 1447 (5-88) Prescribed by GSA FAR (48 CFR 53.215-1(g))	

Federal Acquisition Regulation

53.301-1447

NO RESPONSE FOR REASONS CHECKED	
<input type="checkbox"/> CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/> UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> OTHER (Specify)	
<input type="checkbox"/> WE DO	<input type="checkbox"/> WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
NAME AND ADDRESS OF FIRM (Include Zip Code)	SIGNATURE
	TYPE OR PRINT NAME AND TITLE OF SIGNER
<p>FROM:</p> <p style="text-align: center;">TO:</p> <p>SOLICITATION NO. _____</p> <p>DATE AND LOCAL TIME _____</p> <p style="text-align: right;">AFFIX STAMP HERE</p>	

GPO : 1988 - 219-705

SF 1447 (5-88) BACK

[55 FR 38520, Sept. 18, 1990]



53.302-17 Optional Form 17, Offer Label.

OF-17 (12/93)  
Offer Label

FAR (48) CFR 53.214(g))  
FAR (48) CFR 53.215-1(h))

**NOTICE TO OFFEROR**

1. THIS LABEL MAY ONLY BE USED ON ENVELOPES LARGER THAN 156 mm (6 1/8 INCHES) IN HEIGHT AND 292 mm (11 1/2 INCHES) IN LENGTH.
2. Print or type your name and address in the UPPER left corner of the envelope containing your offer.
3. Complete the bottom portion of this form and paste it on the LOWER left corner of the envelope, unless the envelope is 156 mm by 292 mm (6 1/8 inches by 11 1/2 inches) or smaller.

**OFFER**

SOLICITATION NO.
DATE FOR RECEIPT OF OFFERS
TIME FOR RECEIPT OF OFFERS AM   PM
OFFICE DESIGNATED TO RECEIVE OFFERS

☆ GPO:1994-367-191

[59 FR 67034, Dec. 28, 1994]

53.302-90

48 CFR Ch. 1 (10-1-01 Edition)

53.302-90 Release of Lien on Real Property.

RELEASE OF LIEN ON REAL PROPERTY

Whereas \_\_\_\_\_, of \_\_\_\_\_, by a bond  
(Name) (Place of Residence)  
for the performance of U.S. Government Contract Number \_\_\_\_\_,  
became a surety for the complete and successful performance of said contract, which  
bond includes a lien upon certain real property further described hereafter, and

Whereas said surety established the said lien upon the following property

and recorded this pledge on \_\_\_\_\_  
(Name of Land Records)  
In the \_\_\_\_\_ of \_\_\_\_\_,  
(Locality) (State)  
and

Whereas, I, \_\_\_\_\_, being a duly  
authorized representative of the United States Government as a warranted contracting  
officer, have determined that the lien is no longer required to ensure further performance  
of the said Government contract or satisfaction of claims arising therefrom,  
and

Whereas the surety remains liable to the United States Government for continued  
performance of the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases the  
aforementioned lien.

[ Date ]

[ Signature ]

Seal

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OPTIONAL FORM 90 (REV. 1-90)  
Prescribed by GSA  
FAR (48 CFR) 53.228(n)

[55 FR 38522, Sept. 18, 1990]

53.302-91 Release of Personal Property From Escrow.

RELEASE OF PERSONAL PROPERTY FROM ESCROW

Whereas \_\_\_\_\_, of \_\_\_\_\_, by a bond
(Name) (Place of Residence)
for the performance of U.S. Government Contract Number \_\_\_\_\_,
became a surety for the complete and successful performance of said contract, and
Whereas said surety has placed certain personal property in escrow

In Account Number \_\_\_\_\_ on deposit
at \_\_\_\_\_
(Name of Financial Institution)

located at \_\_\_\_\_, and
(Address of Financial Institution)

Whereas I, \_\_\_\_\_, being a duly authorized
representative of the United States Government as a warranted contracting officer, have
determined that retention in escrow of the following property is no longer required to
ensure further performance of the said Government contract or satisfaction of claims
arising therefrom:

and

Whereas the surety remains liable to the United States Government for the continued
performance of the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from
escrow the property listed above, and directs the custodian of the aforementioned escrow
account to deliver the listed property to the surety. If the listed property comprises the
whole of the property placed in escrow in the aforementioned escrow account, the
Government further directs the custodian to close the account and to return all property
therein to the surety, along with any interest accruing which remains after the deduction of
any fees lawfully owed to \_\_\_\_\_

(Name of Financial Institution)

[ Date ]

[ Signature ]

Seal

AUTHORIZED FOR LOCAL REPRODUCTION

OPTIONAL FORM 91 (1-90)
Prescribed by GSA
FAR (48 CFR) 53.228(a)

[55 FR 38523, Sept. 18, 1990]

53.302-307

48 CFR Ch. 1 (10-1-01 Edition)

53.302-307 Optional Form 307, Contract Award.

<b>CONTRACT AWARD</b>				PAGE	OF	PAGES
1. CONTRACT NUMBER		2. EFFECTIVE DATE		3. SOLICITATION NUMBER		4. REQUISITION/PROJECT NUMBER
5. ISSUED BY			CODE	6. ADMINISTERED BY (If other than Item 5)		CODE
7. NAME AND ADDRESS OF CONTRACTOR			CODE	8. PAYMENT WILL BE MADE BY		
9A. DUNS NUMBER		9B. TAXPAYER'S IDENTIFICATION NO.		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO <input type="checkbox"/> ITEM 5 <input type="checkbox"/> ITEM 6 <input type="checkbox"/> ITEM 8 <input type="checkbox"/> OTHER (Specify)		
11. TABLE OF CONTENTS						
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD
	H	SPECIAL CONTRACT REQUIREMENTS				
12. BRIEF DESCRIPTION						
13. TOTAL AMOUNT OF CONTRACT				▶		
14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference. <input type="checkbox"/> A. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE. (Check if applicable)				15. AWARD. The Government hereby accepts your offer on the solicitation identified in item 3 above as reflected in this award document. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.		
B. SIGNATURE OF PERSON AUTHORIZED TO SIGN				A. UNITED STATES OF AMERICA (Signature of Contracting Officer)		
C. NAME OF SIGNER						
D. TITLE OF SIGNER				B. NAME OF CONTRACTING OFFICER		
E. DATE				C. DATE		

OPTIONAL FORM 307 (9-97)  
Prescribed by GSA - FAR (48 CFR) 53.215-1(e)

[62 FR 51266, Sept. 30, 1997]

53.302-308 Optional Form 308, Solicitation and Offer—Negotiated Acquisition.

<b>SOLICITATION AND OFFER - NEGOTIATED ACQUISITION</b>				PAGE	OF	PAGES
<b>I. SOLICITATION</b>						
1. SOLICITATION NUMBER		2. DATE ISSUED	3. OFFERS DUE BY	4. OFFERS VALID FOR 60 DAYS UNLESS A DIFFERENT PERIOD IS ENTERED HERE		
5. ISSUED BY			6. ADDRESS OFFER TO <i>(If other than Item 5)</i>			
<b>7. FOR INFORMATION CALL (No collect calls)</b>						
A. NAME		B. TELEPHONE		C. E-MAIL ADDRESS		
		AREA CODE	PHONE NUMBER			
B. BRIEF DESCRIPTION						

9. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

**II. OFFER**

The undersigned agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to the resultant contract shall be subject to and governed by this document and any documents attached or incorporated by reference.

10A. PERSONS AUTHORIZED TO NEGOTIATE		10B. TITLE		10C. TELEPHONE	
				AREA CODE	NUMBER
11. NAME AND ADDRESS OF OFFEROR		12A. SIGNATURE OF PERSON AUTHORIZED TO SIGN			
		12B. NAME OF SIGNER			
		12C. TITLE OF SIGNER			
		12D. DATE		12E. TELEPHONE	
		AREA CODE	NUMBER		

**OPTIONAL FORM 308 (9-97)**  
Prescribed by GSA - FAR (48 CFR) 53.215-1(f)

53.302-309 Optional Form 309, Amendment of Solicitation.

<b>AMENDMENT OF SOLICITATION</b> <i>(Negotiated Procurements)</i>			PAGE	OF	PAGES
<p>NOTICE: Offerors must acknowledge receipt of this amendment in writing, by the date and time specified for proposal submissions or the date and time specified in Block 6, whichever is later. IF YOUR ACKNOWLEDGMENT IS NOT RECEIVED AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME, YOUR OFFER MAY BE REJECTED. If, by virtue of this amendment, you wish to change your offer, such change must make reference to the solicitation and this amendment and be received prior to the date and time specified in Block 6.</p>					
<b>I. AMENDMENT</b>					
1. SOLICITATION NUMBER	2. SOLICITATION DATE	3. AMENDMENT NUMBER	4. AMENDMENT DATE		
5. ISSUED BY		6. DUE DATE			
THIS AMENDMENT DOES NOT CHANGE THE DATE BY WHICH OFFERS ARE DUE UNLESS A DATE AND TIME IS INSERTED BELOW.					
		A. DATE	B. TIME		
7. FOR INFORMATION CALL <i>(No collect calls)</i>					
A. NAME		B. TELEPHONE		C. E-MAIL ADDRESS	
		AREA CODE	PHONE NUMBER		
8. DESCRIPTION OF AMENDMENT					

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

**II. ACKNOWLEDGMENT OF AMENDMENT**

In lieu of other written methods of acknowledgment, the offeror may complete Blocks 9 and 10 and return this amendment to the address in Block 5.

9. NAME AND ADDRESS OF OFFEROR	10A. OFFEROR <i>(Signature of person authorized to sign)</i>
	10B. NAME OF SIGNER
	10C. TITLE OF SIGNER
	10D. DATE

**OPTIONAL FORM 309** (9-97)  
Prescribed by GSA - FAR (48 CFR) 53.215-1(g)



**GENERAL INFORMATION INSTRUCTIONS**

1. This form collects data on the participation of small disadvantaged business concerns in contracts that contain the clause at FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting.
2. Submit this report to the contracting officer. If your organization is required to report subcontracting data under an individual subcontracting plan, you may attach this report to the final SF 294, Subcontracting Report for Individual Contracts, submitted under the contract.
3. Report in whole dollars.

**SPECIFIC INSTRUCTIONS**

**Block 3.** Report the total dollar amount of participation of small disadvantaged business concerns under the contract cited in Block 2. Participation may be through subcontracting, teaming arrangement, joint ventures, or as the prime contractor (provided the prime contractor waived its right to a price evaluation adjustment).

**Block 4.** Report the participation, if any, by small disadvantaged business concerns in this contract at the prime contract level. All prime contract dollars must be reported under the North American Industrial Classification System (NAICS) assigned to the prime contract. Report the dollar amount and percentage of the total contract value.

**Block 5.** Report, by NAICS Industry Subsector, as determined by the Department of Commerce, the participation by small disadvantaged business concerns in this contract at the subcontract level. Report the dollar amount and percentage of the total contract value.

**Block 6.** Provide the name, telephone number, and e-mail address of the individual who can answer questions related to this report.

OPTIONAL FORM 312 (REV. 10-2000) BACK

[65 FR 46062, July 26, 2000]

53.302-333 Procurement Integrity Certification for Procurement Officials.

NAME OF PROCUREMENT OFFICIAL SOCIAL SECURITY NUMBER

---

**PRIVACY ACT NOTICE TO EMPLOYEES AND OFFICIALS**

In accordance with the Privacy Act of 1974, as amended (5 U.S.C. 552a), the following notice is provided:

**AUTHORITY FOR COLLECTION OF INFORMATION:** 41 U.S.C. 423 and Executive Order 9397.

Your signature on the Optional Form 333, Procurement Integrity Certification for Procurement Officials, and disclosure of your Social Security Number on this page are voluntary, but possible effects upon you if the certification is not signed and the Social Security Number is not provided include the following:

Disqualification from particular work or duty assignments, or from the position for which you have applied or which you currently hold, or other appropriate action, or administrative delay in processing your certification.

**PRINCIPAL PURPOSE FOR COLLECTION OF THIS INFORMATION:**

To obtain and maintain a completed certification from any person designated as a "Procurement official" as defined by 41 U.S.C. 423 and applicable procurement regulations.

**ROUTINE USES WHICH MAY BE MADE OF THE COLLECTED INFORMATION:**

Transfers to Federal, state, local, or foreign agencies when relevant to civil, criminal, administrative, or regulatory investigations or proceedings, including transfer to the Office of Government Ethics in connection with its program oversight responsibilities, or pursuant to a request by any appropriate Federal agency in connection with hiring, retention, or grievance of an employee or applicant, the issuance of a security clearance, the award or administration of a contract, the issuance of a license, grant, or other benefit, to committees of the Congress, or any other use specified by the Office of Personnel Management (OPM) in the system of records entitled "OPM/GOVT-1, General Personnel Records," as published in the *Federal Register* periodically by OPM.

OPTIONAL FORM (REV. 10/92) 333 BACK

[59 FR 11388, Mar. 10, 1994, as amended at 62 FR 233, Jan. 2, 1997]

53.302-336

48 CFR Ch. 1 (10-1-01 Edition)

53.302-336 Optional Form 336, Continuation Sheet.

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	
NAME OF OFFEROR OR CONTRACTOR				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT PRICE	AMOUNT

NSN 7540-01-152-8067

50336-101

OPTIONAL FORM 336 (4-86)  
Sponsored by GSA  
FAR (48 CFR) 53.110

[51 FR 27122, July 29, 1986, as amended at 62 FR 40244, July 25, 1997]

53.302-347 OF 347 (Rev. 6/95), Order for Supplies or Services.

ORDER FOR SUPPLIES OR SERVICES						PAGE	OF	PAGES
<b>IMPORTANT: Mark all packages and papers with contract and/or order numbers.</b>								
1. DATE OF ORDER		2. CONTRACT NO. (if any)		3. NAME OF CONSIGNEE			8. SHIP TO:	
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		b. STREET ADDRESS				
5. ISSUING OFFICE (Address correspondence to)				c. CITY		d. STATE		e. ZIP CODE
7. TO:				f. SHIP VIA				
a. NAME OF CONTRACTOR				8. TYPE OF ORDER				
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.				
c. STREET ADDRESS				REFERENCE YOUR: Please furnish the following on the back side of this order and on the attached sheet, if any, including delivery as indicated.				
				a. STATE (f. ZIP CODE)				
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))								
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED								
12. F.O.B. POINT			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS	
13. PLACE OF								
a. INSPECTION			b. ACCEPTANCE					
<b>17. SCHEDULE (See reverse for Rejections)</b>								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.				
SEE BILLING INSTRUCTIONS ON REVERSE		21. MAIL INVOICE TO:					1710i TOT. (Cont. page)	
		a. NAME						
		b. STREET ADDRESS (or P.O. Box)					1710 GRAND TOTAL	
c. CITY		d. STATE		e. ZIP CODE				
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed)				
				TITLE: CONTRACTING/ORDERING OFFICER				

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OPTIONAL FORM 347 (REV. 6/95)  
Prescribed by GSA/FAR 48 CFR 53.213(a)



53.302-348 Optional Form 348, Order for Supplies or Services Schedule—Continuation.

ORDER FOR SUPPLIES OR SERVICES SCHEDULE – CONTINUATION						PAGE NO.
<b>IMPORTANT:</b> Mark all packages and papers with contract and/or order numbers.						
DATE OF ORDER		CONTRACT NO.		ORDER NO.		
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
<i>TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))</i> 						

NSN 7540-01-152-8082

50348-101

OPTIONAL FORM 348 (10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.213(e)





53.303-DD-254 Department of Defense DD Form 254, Contract Security Classification Specification.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>		1. CLEARANCE AND SAFEGUARDING	
		a. FACILITY CLEARANCE REQUIRED	
		b. LEVEL OF SAFEGUARDING REQUIRED	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>		3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>	
a. PRIME CONTRACT NUMBER		a. ORIGINAL (Complete date in all cases)	Date (YYMMDD)
b. SUBCONTRACT NUMBER		b. REVISED (Supersedes all previous specs)	Revision No. Date (YYMMDD)
c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c. FINAL (Complete Item 5 in all cases)	Date (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.			
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>			
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
7. SUBCONTRACTOR			
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE			
a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT			
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES NO	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY BY OTHER CONTRACTORS' FACILITY OR A GOVERNMENT ACTIVITY	YES NO
b. RESTRICTED DATA		b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA		d. FABRICATE, MODIFY OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION: (1) Sensitive Compartmented Information (SCI) (2) Non-SCI		e. PERFORM SERVICES ONLY	
f. SPECIAL ACCESS INFORMATION		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
g. NATO INFORMATION		g. BE AUTHORIZED TO USE THE SERVICES OF SPECIAL ACCESS INFORMATION CENTER (OTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
h. FOREIGN GOVERNMENT INFORMATION		h. REQUIRE A COMSEC ACCOUNT	
i. LIMITED DISSEMINATION INFORMATION		i. HAVE TEMPEST REQUIREMENTS	
j. FOR OFFICIAL USE ONLY INFORMATION		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
k. OTHER (Specify)		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
		l. OTHER (Specify)	

DD Form 254, DEC 90

Previous editions are obsolete.

305-140



## 53.303-DD-441 Department of Defense DD Form 441, Security Agreement.

DEPARTMENT OF DEFENSE SECURITY AGREEMENT	
THIS AGREEMENT, entered into this	day of 19
by and between THE UNITED STATES OF AMERICA through the Defense Contract Administration Services, Defense Supply Agency acting for the Department of Defense ( <i>hereinafter called the Government</i> ) and (i)	
a corporation organized and existing under the laws of the State of	
(ii) a partnership consisting of	
(iii) an individual trading as	
with its principal office and place of business at	in the city of
State of	( <i>hereinafter called the Contractor</i> ).
WITNESSETH THAT:	
<p>WHEREAS, the Government, through the Department of the Army, the Department of the Navy, and/or the Department of the Air Force, has in the past purchased or may in the future purchase from the Contractor supplies or services which are required and necessary to the national defense of the United States; or may invite bids or request quotations on proposed contracts for the purchase of supplies or services which are required and necessary to the national defense of the United States; and</p> <p>WHEREAS, it is essential that certain security measures be taken by the Contractor prior to and after his being accorded access to classified information; and</p> <p>WHEREAS, the parties desire to define and set forth the precautions and specific safeguards to be taken by the Contractor and the Government in order to preserve and maintain the security of the United States through the prevention of improper disclosure of classified information derived from matters affecting the national defense, sabotage, or any other act detrimental to the security of the United States:</p> <p>NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, the parties hereto agree as follows:</p> <p><b>Section I—SECURITY CONTROLS</b></p> <p>(A) The Contractor agrees to provide and maintain a system of security controls within its or his own organization in accordance with the requirements of the Department of Defense Industrial Security Manual for Safeguarding Classified Information attached hereto and made a part of this agreement, subject, however, (i) to any revisions of the Manual required by the demands of national security as determined by the Government, notice of which has been furnished to the Contractor, and (ii) to mutual agreements entered into by the parties in order to adapt the Manual to the Contractor's business and necessary procedures thereunder. In order to place in effect such security controls, the Contractor further agrees to prepare <i>Standard Practice Procedures</i> for its or his own use, such procedures to be consistent with the Department of Defense Industrial Security Manual for Safeguarding Classified Information. In the event of any inconsistency between the Contractor's Standard Practice Procedures and the Department of Defense Industrial Security Manual for Safeguarding Classified Information as the same may be revised, the Manual shall control.</p>	<p>(B) The Government agrees that it shall indicate when necessary by security classification (<i>Top Secret, Secret, or Confidential</i>), the degree of importance to the national defense of information pertaining to supplies, services, and other matters to be furnished by the Contractor to the Government or the Government to the Contractor, and the Government shall give written notice of such security classification to the Contractor and of any subsequent changes thereof; provided, however, that matters requiring security classification will be assigned the least restrictive security classification consistent with proper safeguarding of the matter concerned, since overclassification causes unnecessary operational delays and depreciates the importance of correctly classified matter. Further, the Government agrees that when Atomic Energy information is involved it will when necessary indicate by a marking additional to the classification marking that the information is "Restricted Data—Atomic Energy Act, 1946." The Contractor is authorized to rely on any letter or other written instrument signed by the contracting officer changing the classification of matter. The Government also agrees upon written application of the Contractor to designate employees of the Contractor who may have access to information classified Top Secret or Secret or to information classified Confidential when "Restricted Data" is involved, or to matter involving research, development, or production of cryptographic equipment, regardless of its military classification; and alien employees to have access to any classified matter.</p> <p>(C) The Contractor agrees that it or he shall determine that any subcontractor, subbidder, individual, or organization proposed by it or him for the furnishing of supplies or services which will involve access to classified information in its or his custody has executed a Department of Defense Security Agreement which is still in effect, with any Military Department, prior to being accorded access to such classified information.</p> <p><b>Section II—INSPECTION</b></p> <p>Designated representatives of the Government responsible for inspection pertaining to industrial plant security shall have the right to inspect at reasonable intervals the procedures, methods, and facilities utilized by the Contractor in complying with the requirements of the terms and conditions of the Department of Defense Industrial Security Manual for Safeguarding Classified Information. Should the Government, through its authorized representative, determine that the Contractor's security methods, procedures, or facilities do not comply with such requirements, it shall submit a written report to the Contractor advising him of the deficiencies.</p>

<p><b>Section III—MODIFICATION</b>                  Modification of this security agreement (<i>as distinguished from the Industrial Security Manual for Safeguarding Classified Information, which may be modified in accordance with section 1 of this agreement</i>) may be made only by written agreement of the parties hereto.</p> <p><b>Section IV—TERMINATION</b>                  This agreement shall remain in effect until terminated through the giving of 30 days' written notice to the other party of intention to terminate; provided, however, notwithstanding any such termination, the terms and conditions of this agreement shall continue in effect so long as the Contractor has classified information in his possession or under his control.</p> <p><b>Section V—PRIOR SECURITY AGREEMENTS</b>                  As of the date hereof, this security agreement replaces and succeeds any and all prior security or secrecy agreements, understand-</p>	<p>ings, and representations with respect to the subject matter included herein, entered into between the Contractor and the Department of the Army, the Department of the Navy, and/or the Department of the Air Force: <i>Provided</i>, That the term "security or secrecy agreements, understandings, and representations" shall not include agreements, understandings, and representations contained in contracts for the furnishing of supplies or services to the Government heretofore entered into between the Contractor and the Department of the Army, the Department of the Navy, and/or the Department of the Air Force.</p> <p><b>Section VI—SECURITY COSTS</b>                  This agreement does not obligate Government funds, and the Government shall not be liable for any costs or claims of the Contractor arising out of this agreement or instructions issued hereunder. It is recognized, however, that the parties may provide in other written contracts for security costs which may be properly chargeable thereto.</p>
<p>IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written:</p>	
<p>THE UNITED STATES OF AMERICA</p>	
<p>By _____</p>	
<p>(Authorized representative of the Government)</p>	
<p>(Corporation)</p>	
<p>WITNESS</p>	<p>By _____</p>
<p>(Firm)</p>	
<p>(Title)</p>	
<p>(Address)</p>	
<p><small>NOTE.—In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.</small></p>	
<p><small>NOTE.—Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the agreement and the certificate.</small></p>	
<p><b>CERTIFICATE</b></p>	
<p>I, _____, certify that I am the _____ of the corporation named as Contractor herein; that who signed this agreement on behalf of the Contractor, was then of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.</p>	
<p>(Corporate Seal)</p>	<p>_____                  (Signature)</p>



