

3052.215-70

- ___ 3052.204-71 Contractor Employee Access.
Alternate I
- ___ 3052.205-70 Advertisement, Publicizing
Awards, and Releases.
- ___ 3052.209-73 Limitation on Future Con-
tracting.
- ___ 3052.215-70 Key Personnel or Facilities.
- ___ 3052.216-71 Determination of Award Fee.
- ___ 3052.216-72 Performance Evaluation
Plan.
- ___ 3052.216-73 Distribution of Award Fee.
- ___ 3052.217-91 Performance. (USCG)
- ___ 3052.217-92 Inspection and Manner of
Doing Work. (USCG)
- ___ 3052.217-93 Subcontracts. (USCG)
- ___ 3052.217-94 Lay Days. (USCG)
- ___ 3052.217-95 Liability and Insurance.
(USCG)
- ___ 3052.217-96 Title. (USCG)
- ___ 3052.217-97 Discharge of Liens. (USCG)
- ___ 3052.217-98 Delays. (USCG)
- ___ 3052.217-99 Department of Labor Safety
and Health Regulations for Ship Repair.
(USCG)
- ___ 3052.217-100 Guarantee. (USCG)
- ___ 3052.219-70 Small Business Subcon-
tracting Plan Reporting.
- ___ 3052.219-71 DHS Mentor Protégé Pro-
gram.
- ___ 3052.228-70 Insurance.
- ___ 3052.228-90 Notification of Miller Act
Payment Bond Protection. (USCG)
- ___ 3052.228-91 Loss of or Damage to Leased
Aircraft. (USCG)
- ___ 3052.228-92 Fair Market Value of Air-
craft. (USCG)
- ___ 3052.228-93 Risk and Indemnities.
(USCG)
- ___ 3052.236-70 Special Provisions for Work
at Operating Airports.
- ___ 3052.242-72 Contracting Officer's Tech-
nical Representative.
- ___ 3052.247-70 F.o.B. Origin Information.
Alternate I
- ___ Alternate II
- ___ 3052.247-71 F.o.B. Origin Only.
- ___ 3052.247-72 F.o.B. Destination Only.

(End of clause)

[77 FR 50636, Aug. 22, 2012, as amended at 77
FR 54836, Sept. 6, 2012]

3052.215-70 Key personnel or facili- ties.

As prescribed in (HSAR) 48 CFR
3015.204-3, insert the following clause:

KEY PERSONNEL OR FACILITIES. (DEC 2003)

(a) The personnel or facilities specified
below are considered essential to the work
being performed under this contract and
may, with the consent of the contracting
parties, be changed from time to time during
the course of the contract by adding or delet-
ing personnel or facilities, as appropriate.

48 CFR Ch. 30 (10-1-12 Edition)

(b) Before removing or replacing any of the
specified individuals or facilities, the Con-
tractor shall notify the Contracting Officer,
in writing, before the change becomes effec-
tive. The Contractor shall submit sufficient
information to support the proposed action
and to enable the Contracting Officer to
evaluate the potential impact of the change
on this contract. The Contractor shall not
remove or replace personnel or facilities
until the Contracting Officer approves the
change.

The Key Personnel or Facilities under this
Contract:

(specify key personnel or facilities)

(End of clause)

3052.216-70 Evaluation of offers sub- ject to an economic price adjust- ment clause.

As prescribed in (HSAR) 48 CFR
3016.203-470, insert a provision substan-
tially the same as the following:

EVALUATION OF OFFERS SUBJECT TO AN ECO-
NOMIC PRICE ADJUSTMENT CLAUSE (JUN
2006)

Offers shall be evaluated without adding an
amount for an economic price adjustment.
Offers may be rejected which: (1) Increase
the stipulated ceiling; (2) limit the down-
ward adjustment; or (3) delete the economic
price adjustment clause. If the offer stipu-
lates a ceiling lower than that included in
the solicitation, the lower ceiling will be in-
corporated into any resulting contract.

(End of provision)

[71 FR 25775, May 2, 2006]

3052.216-71 Determination of award fee.

As prescribed in (HSAR) 48 CFR
3016.406(e)(1)(i), insert a clause substan-
tially the same as the following:

DETERMINATION OF AWARD FEE (SEP 2012)

(a) The Government shall evaluate con-
tractor performance at the end of each speci-
fied evaluation period(s) to determine the
amount of award. The contractor agrees that
the amount of award and the award fee
methodology are unilateral decisions to be
made at the sole discretion of the Govern-
ment.

(b) Contractor performance shall be evalu-
ated according to a Performance Evaluation
Plan. The contractor shall be periodically in-
formed of the quality of its performance and
areas in which improvements are expected.

(c) The contractor shall be promptly ad-
vised, in writing, of the determination and

Homeland Security Department

3052.217-90

reasons why the award fee was or was not earned. The contractor may submit a performance self-evaluation for each evaluation period. The amount of award is at the sole discretion of the Government but any self-evaluation received within _____ (*insert number*) days after the end of the current evaluation period will be given such consideration, as may be deemed appropriate by the Government.

(End of clause)

[68 FR 67871, Dec. 4, 2003, as amended at 77 FR 50637, Aug. 22, 2012]

3052.216-72 Performance evaluation plan.

As prescribed in (HSAR) 48 CFR 3016.406(e)(i)(ii), insert a clause substantially the same as the following:

PERFORMANCE EVALUATION PLAN (DEC 2003)

(a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor _____ (*insert number*) calendar days prior to the start of the first evaluation period.

(b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor _____ (*insert number*) calendar days prior to the start of the evaluation period to which the change will apply.

(End of clause)

3052.216-73 Distribution of award fee.

As prescribed in (HSAR) 48 CFR 3016.406(e)(1)(iii), insert a clause substantially the same as the following:

DISTRIBUTION OF AWARD FEE (DEC 2003)

(a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

Evaluation Period:
Available Award Fee:
(*insert appropriate information*)

(b) Payment of the base fee and award fee shall be made, provided that after payment

of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a pro rata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

(End of clause)

3052.216-74 Settlement of letter contract.

As prescribed in (HSAR) 48 CFR 3016.603-4, insert a clause substantially the same as the following:

SETTLEMENT OF LETTER CONTRACT (DEC 2003)

(a) This contract constitutes the definitive contract contemplated by letter contract _____ (*insert number*) issued on _____ (*insert effective date*). It supersedes the letter contract and its modification numbered _____ (*insert number(s)*). To the extent there are inconsistencies between the definitive contract and the letter contract, the former governs.

(b) The cost(s) and fee(s), or price(s), established in this definitive contract represents full and complete settlement of letter contract _____ (*insert number*) and modification numbered _____ (*insert number(s)*). Payment of the fee agreed upon or profit withheld pending definitization of the letter contract, may start immediately at the rate and times stated within this contract.

(End of clause)

3052.217-90 Delivery and Shifting of Vessel (USCG).

As prescribed in the USCG guidance at (HSAR) 48 CFR 3017.9000(a) and (b), insert the following clause:

DELIVERY AND SHIFTING OF VESSEL (DEC 2003)

The Government shall deliver the vessel to the Contractor at his place of business. Upon completion of the work, the Government shall accept delivery of the vessel at the