

Treasury, room 2224, 1500 Pennsylvania Avenue, NW., Washington, DC 20220.

Bureau of Alcohol, Tobacco and Firearms

OMB Number: 1512-0092.

Form Number: ATF F 5100.31 (1648/1649/1650).

Type of Review: Extension.

Title: Application for Certification/Exemption of Label/Bottle Approval under the Federal Alcohol Administration Act.

Description: The Federal Alcohol Administration Act regulates the labeling of alcoholic beverages and designates the Treasury Department to oversee compliance with regulations. This form is completed by the regulated industry and submitted to Treasury as an application to label their products. Treasury oversees label applications to prevent consumer deception and to deter falsification of unfair advertising practices on alcoholic beverages.

Respondents: Businesses or other for-profit, Small businesses or organizations.

Estimated Number of Respondents: 6,060.

Estimated Burden Hours Per Response: 30 minutes.

Frequency of Response: On occasion.

Estimated Total Reporting Burden: 27,300 hours.

OMB Number: 1512-0204.

Form Number: ATF F 5110.38.

Type of Review: Extension.

Title: Formula for Distilled Spirits under the Federal Alcohol Administration Act (Supplemental).

Description: ATF F 5110.38 is used to determine the classification of distilled spirits for labeling and for consumer protection. The form describes the person filing, type of product to be made, and restrictions to the labeling and manufacture. The form is used by ATF to ensure that a product is made and labeled properly and to audit distilled spirits operations.

Respondents: Small businesses or organizations.

Estimated Number of Respondents: 200.

Estimated Burden Hours Per Response: 1 hour.

Frequency of Response: On occasion.

Estimated Total Reporting Burden: 4,000 hours.

Clearance Officer: Robert Masarsky, (202) 566-7077, Bureau of Alcohol, Tobacco and Firearms, Room 7011, 1200 Pennsylvania Avenue, NW., Washington, DC 20226.

OMB Reviewer: Milo Sunderhauf, (202) 395-6880, Office of Management and Budget, Room 3001, New Executive Office Building, Washington, DC 20503.

Lois K. Holland,

Departmental Reports, Management Officer.

[FR Doc. 89-27776 Filed 11-27-89; 8:45 am]

BILLING CODE 4810-25-M

Internal Revenue Service

Meeting—Electronic Filing Systems

AGENCY: Internal Revenue Service, Treasury.

ACTION: Notice of electronic filing systems meeting.

SUMMARY: The Electronic Filing Systems Office has scheduled a meeting to be held from 9:00 a.m. to 4:00 p.m., on Wednesday, January 3, 1990, in the IRS Auditorium, 7th Floor, 1111 Constitution Ave., NW., Washington, DC.

Items on the Agenda: Relationship between the banking industry and Electronic Filing of Individual Returns; Automated Deposit of Electronic Payments for Taxes (ADEPT); Refund Anticipation Loans (RAL); Filing of Forms 1041 on magnetic media.

Members of the banking industry are invited to participate to discuss issues relevant to the Electronic Filing System.

DATE: Wednesday, January 3, 1990—9:00 a.m.—4:00 p.m.

ADDRESS: IRS Auditorium, 7th Floor, 1111 Constitution Ave., NW., Washington, DC.

SUPPLEMENTARY INFORMATION: The purpose of this meeting is to explore the relationship between the banking industry and electronic filing. Members of IRS and Financial Management Service (FMS) will conduct a briefing on the agenda items and members of the banking industry will have the opportunity to submit questions and comments.

Individuals wishing to attend must make reservations no later than December 22, 1989. To make reservations or obtain additional information, call Karyn Wallace at (202) 343-0012.

Leonard Holt,

Chief, Operations and Marketing Branch.

[FR Doc. 89-27742 Filed 11-27-89; 8:45 am]

BILLING CODE 4830-01-M

Sunshine Act Meetings

Federal Register

Vol. 54, No. 227

Tuesday, November 28, 1989

This section of the FEDERAL REGISTER contains notices of meetings published under the "Government in the Sunshine Act" (Pub. L. 94-409) 5 U.S.C. 552b(e)(3).

FEDERAL ENERGY REGULATORY COMMISSION

DATE AND TIME: November 29, 1989, 10:00 a.m.

PLACE: 825 North Capitol Street, NE., Room 9306, Washington, DC 20426.

STATUS: Open.

MATTERS TO BE CONSIDERED: Agenda.

Note.—Items listed on the agenda may be deleted without further notice.

CONTACT PERSON FOR MORE INFORMATION:

Lois D. Cashell, Secretary, Telephone (202) 357-8400.

This is a list of matters to be considered by the Commission. It does not include a listing of all papers relevant to the items on the agenda; however, all public documents may be examined in the Reference and Information Center.

Consent Power Agenda, 906th Meeting—November 29, 1989, Regular Meeting (10:00 a.m.)

CAP-1.

Project No. 4660-017, Independence County, Arkansas

CAP-2.

Project No. 2833-021, Public Utility District No. 1, Lewis County, Washington

CAP-3.

Project No. 8133-008, B.S. Inc.

CAP-4.

Project No. 8936-007, BES Hydro Company

CAP-5.

Project No. 8863-003, Northeast Hydrodevelopment Corporation

CAP-6.

Project No. 9840-001, Appomattox River Water Authority

CAP-7.

Omitted

CAP-8.

Project Nos. 4632-004 and 006, Clifton Power Corporation

CAP-9.

Project No. 5376-010, Horseshoe Bend Hydroelectric Company

CAP-10.

Docket No. ER89-678-000, System Energy Resources, Inc.

CAP-11.

Docket No. ER89-636-000, Potomac Electric Power Company

CAP-12.

Docket No. ER89-355-001, CP National Corporation

CAP-13.

Docket No. ER88-316-002, Commonwealth Edison Company

CAP-14.

Docket No. EL86-26-005, San Diego Gas and Electric Company v. Alamito Company

Docket No. ER87-47-003, Alamito Company

CAP-15.

Docket No. ER89-529-000, Kanawha Valley Power Company

CAP-16.

Docket No. EL88-39-001, Northern States Power Company (Wisconsin)

Docket No. EL89-9-001, Northern States Power Company (Minnesota)

CAP-17.

Omitted

CAP-18.

Docket No. EL89-24-000, Louisiana Power & Light Company

CAP-19.

Docket No. EL89-23-000, The Villages of Edgerton and Montpelier, Ohio v. Ohio Power Company

CAP-20.

Docket Nos. ER86-107-005, ER87-327-002 and ER88-397-001, Pacific Gas and Electric Company

Docket No. EL89-34-000, Northern California Power Agency v. Pacific Gas and Electric Company

CAP-21.

Omitted

CAP-22.

Docket No. EL89-17-000, San Diego Gas & Electric Company v. Alamito Company

Docket No. EL89-18-000, Arizona Corporation Commission v. Alamito Company

CAP-23.

Docket No. EL89-53-000, Blue Ridge Power Agency, Central Virginia Electric Cooperative Inc., and Craig-Botetourt Electric Cooperative, Inc. v. Appalachian Power Company

CAP-24.

Omitted

CAP-25.

Project No. 3021-018, Allegheny Hydro No. 8, L. P. and Allegheny No. 9, L. P.

Consent Miscellaneous Agenda

CAM-1.

Docket No. RM89-16-000, Final Regulations Implementing the Natural Gas Wellhead Decontrol Act of 1989

CAM-2.

Docket No. GP88-22-000, Woods Petroleum Corporation

CAM-3.

Docket No. GP89-30-000, Realitos Energy Corporation

CAM-4.

Docket No. GP89-35-001, Jennings Exploration Company

CAM-5.

Docket No. GP89-38-000, Corinne B. Grace, Complainant v. El Paso Natural Gas Company, Respondent

CAM-6.

Docket Nos. RP83-42-006 and GP84-56-007, Midwest Gas Users Association v. Northwest Central Pipeline Corporation

Consent Gas Agenda

CAG-1.

Docket Nos. RP90-24-000 and TM90-2-26-000, Natural Gas Pipeline Company of America

CAG-2.

Docket Nos. RP90-25-000, 001 and TM90-2-24-000, Transwestern Pipeline Company

CAG-3.

Docket Nos. RP90-26-000 and TM90-2-21-000, Columbia Gas Transmission Corporation

CAG-4.

Docket No. RP90-30-000, Texas Eastern Transmission Corporation

CAG-5.

Docket No. RP90-29-000, The Inland Gas Company, Inc.

CAG-6.

Docket Nos. RP89-119-000 and RP89-208-000, Texas Gas Transmission Corporation

CAG-7.

Docket No. TM90-4-30-000, Trunkline Gas Company

CAG-8.

Docket Nos. TA90-1-53-000 and 001, K N Energy, Inc.

CAG-9.

Docket No. TQ90-3-4-000, Granite State Gas Transmission, Inc.

CAG-10.

Docket No. TQ90-2-63-000, Carnegie Natural Gas Company

CAG-11.

Docket Nos. TQ90-1-20-000 and 001, Algonquin Gas Transmission Company

CAG-12.

Docket Nos. TM90-7-28-000 and TM90-8-28-000, Panhandle Eastern Pipe Line Company

CAG-13.

Docket Nos. RP90-17-000 and CP89-1121-002, Mississippi River Transmission Corporation

CAG-14.

Docket No. RP90-22-000, Algonquin Gas Transmission Company

CAG-15.

Docket No. RP90-20-000, Great Lakes Gas Transmission Company

CAG-16.

Docket Nos. RP90-23-000 and RP89-237-000, North Penn Gas Company

CAG-17.

Docket Nos. RP90-21-000 and 001, CNG Transmission Corporation

CAG-18.

Docket No. RP90-28-000, United Gas Pipe Line Company

CAG-19.

Docket No. RP90-27-000, CNG Transmission Corporation

CAG-20.

- Docket No. RP89-7-000, Columbia Gas Transmission Corporation
- CAG-21. Docket No. TA90-1-32-001, Colorado Interstate Gas Company
- CAG-22. Docket Nos. RP86-169-012, RP86-105-014 and RP87-25-002, ANR Pipeline Corporation
- CAG-23. Docket Nos. RP89-138-004, RP88-27-017, 013, RP88-264-011, 014 and CP87-524-008, United Gas Pipe Line Company
- CAG-24. Docket Nos. TQ90-1-9-001 and TM90-1-9-001, Tennessee Gas Pipeline Company
- CAG-25. Docket No. RP89-234-001, Moraine Pipeline Company
- CAG-26. Docket Nos. RP89-230-003 and TM90-1-33-002, El Paso Natural Gas Company
- CAG-27. Docket No. RP89-233-001, Williams Natural Gas Company
- CAG-28. Docket No. CP82-487-022, Williston Basin Interstate Pipeline Company
- CAG-29. Docket Nos. RP89-219-002 and TM90-1-37-002, Northwest Pipeline Corporation
- CAG-30. Docket Nos. RP89-132-005, RP88-184-010 and TA88-1-33-003, El Paso Natural Gas Company
- CAG-31. Docket No. RP82-80-029, ANR Pipeline Company
- CAG-32. Docket Nos. RP89-229-001 and TM89-7-21-001, Columbia Gas Transmission Corporation
- CAG-33. Docket No. TQ89-4-63-001, Carnegie Natural Gas Company
- CAG-34. Docket Nos. CP89-470-002 and CP88-522-007, Tennessee Gas Pipeline Company
- CAG-35. Docket Nos. RP90-97-059, Tennessee Gas Pipeline Company
- CAG-36. Docket Nos. RP89-73-005 and 003, Pelican Interstate Gas System
- CAG-37. Omitted
- CAG-38. Docket Nos. RP82-55-039, 040, RP87-7-045 and 046, Transcontinental Gas Pipe Line Corporation
- CAG-39. Docket Nos. TQ90-1-16-002 and TM90-1-16-002, National Fuel Gas Supply Corporation
- CAG-40. Docket Nos. RP88-240-000, RP89-10-000 and RP89-125-000, Panhandle Eastern Pipe Line Company
- CAG-41. Docket Nos. RP89-50-000, CP88-179-013, CP89-555-000 and CP89-556-000, Florida Gas Transmission Company
- CAG-42. Docket Nos. ST85-956-003, ST85-1572-001, ST86-6-001, ST86-1010-000, ST86-1064-000, ST86-1647-000, ST86-1792-000, ST86-2087-000, ST86-2505-000, ST86-430-000, ST87-588-000, ST87-589-000, ST87-1126-000, ST87-1525-000, ST87-1526-000, ST87-1527-000, ST87-1974-000, ST87-2399-000, ST87-3708-000, ST87-3709-000, ST87-3710-000, ST87-3711-000, ST87-3874-000, ST87-4257-000, ST88-585-000, ST88-1440-000, and ST87-1441-000, Acadian Gas Pipeline System
- Docket Nos. ST88-5599-001, ST88-5761-001, ST88-5762-001, ST88-5763-001, ST88-5764-001, ST88-5765-001, ST88-5766-001, ST88-5767-001, ST88-5768-001, ST88-5769-001 and ST88-5770-001, Gulf South Pipeline Company
- CAG-43. Docket No. ST88-5804-001, Acacia Natural Gas Corporation
- CAG-44. Docket Nos. ST89-3298-000, ST89-3375-000, ST89-3765-000 and ST89-3949-000, Enogex, Inc.
- CAG-45. Docket No. CI89-465-000, Union Pacific Fuels, Inc.
- CAG-46. Docket No. CP88-570-003, Mobile Bay Pipeline Projects
- CAG-47. Docket No. CP88-311-001, Williston Basin Interstate Pipeline Company
- CAG-48. Docket No. CP89-539-001, Transwestern Pipeline Company
- CAG-49. Docket No. CP87-408-001, Owens-Corning Fiberglas Corporation v. Transcontinental Gas Pipe Line Corporation
- CAG-50. Omitted
- CAG-51. Docket No. CP87-451-021, Northeast U.S. Pipeline Projects
- Docket Nos. CP88-329-001 and CP88-330-001, Erie Pipeline System
- Docket Nos. CP86-523-000, 001, 002, 003, CP86-524-000 and CP88-198-000, Iroquis Gas Transmission System
- Docket Nos. CP88-168-000 and CP88-169-000, Champlain Pipeline Company
- Docket Nos. CP88-173-000, CP88-174-000 and CP88-176-000, Tennessee Gas Pipeline Company
- Docket No. CP88-175-000, Northeastern Gas Transmission Company
- Docket Nos. CP88-182-000 and -001, PennEast Gas Service Company, CNG Transmission Corporation and Eastern Transmission Corporation
- Docket Nos. CP88-189-000, CP88-192-000 and -001, Algonquin Gas Transmission Company
- Docket Nos. CP88-190-000 and CP88-191-000, Greater Northeast Pipeline Corporation
- Docket No. CP88-193-000, Eastern American States Transmission Company
- CAG-52. Docket Nos. CP88-8-005 and RP88-8-010, United Gas Pipe Line Company
- CAG-53. Docket Nos. CP89-1991-000 and CP89-2001-000, Mississippi River Transmission Corporation
- CAG-54. Docket No. CP89-2034-000, Northern Natural Gas Company, Division of Enron Corp.
- CAG-55. Docket No. CP89-982-000, Natural Gas Pipeline Company of America
- CAG-56. Docket No. CP89-1325-000, Northern Natural Gas Company, Division of Enron Corp.
- CAG-57. Docket No. CP88-555-000, Gas Utility District No. 1 of Tangipahoa Parish, Louisiana, Applicant, Southern Natural Gas Company, Respondent
- CAG-58. Docket No. CP89-267-000, Atlantic Richfield Company and Intalco Aluminum Corporation
- CAG-59. Docket No. CP88-332-004, El Paso Natural Gas Company
- CAG-60. Docket No. RP82-55-046, Transcontinental Gas Pipe Line Corporation
- CAG-61. Docket No. RP89-119-001, Texas Gas Transmission Corporation
- CAG-62. Docket Nos. RP88-10-006 and RP88-211-006, CNG Transmission Corporation
- CAG-63. Docket Nos. RP87-62-000 and RP88-148-000, Pacific Gas Transmission Company
- CAG-64. Docket No. RP88-131-003, Carnegie Natural Gas Company
- CAG-65. Docket No. RP88-69-000, Stingray Pipeline Company
- CAG-66. Docket Nos. CP83-254-332 and CP83-335-252, Williston Basin Interstate Pipeline Company
- CAG-67. Docket No. CP81-296-018, Tennessee Gas Pipeline Company
- I. Licensed Project Matters*
- P-1. Project Nos. 8142-005, 006, 007 and 014, Henwood Associates, Inc. Order on rehearing of May 2, 1989, order.
- P-2. Project No. 7267-006, Joseph Martin Keating. Order regarding water quality certification
- II. Electric Rate Matters*
- ER-1. Docket Nos. ER84-604-000 and ER85-156-001, Southwestern Public Service Company. Opinion and order on initial decision establishing just and reasonable rates.
- ER-2. Docket Nos. ER85-461-001, ER85-521-001, ER86-258-001, ER86-478-001, ER86-567-001, ER87-404-001 and ER88-120-000, Kansas Gas and Electric Company. Opinion and order on initial decision concerning prudence of Wolf Creek.
- Miscellaneous Agenda*
- M-1.

Docket No. RM87-33-001, Hydroelectric Relicensing Regulations Under the Federal Power Act. Order on rehearing.

M-2.

Reserved

M-3.

Docket No. RM87-34-000, Regulation of Natural Gas Pipelines After Partial Wellhead Decontrol. Final Rule.

I. Pipeline Rate Matters

RP-1.

Docket Nos. CP88-434-001 and RP88-185-001, El Paso Natural Gas Company. Concerning gas inventory charge application.

II. Producer Matters

CI-1.

Reserved

III. Pipeline Certificate Matters

CP-1.

Docket No. CP89-2114-000, United Gas Pipe Line Company. Order regarding United's restructuring proposals.

Lois D. Cashell,

Secretary.

[FR Doc. 89-27958 Filed 11-24-89; 3:23 pm]

BILLING CODE 5717-01-M

FEDERAL RESERVE SYSTEM BOARD OF GOVERNORS

"FEDERAL REGISTER" CITATION OF PREVIOUS ANNOUNCEMENT: 54 FR 47860, November 17, 1989.

PREVIOUSLY ANNOUNCED TIME AND DATE OF THE MEETING: Approximately 10:30 a.m., Wednesday, November 22, 1989, following a recess at the conclusion of the open meeting.

CHANGES IN THE MEETING: One of the items announced for inclusion at this meeting was consideration of any agenda items carried forward from a previous meeting; the following such closed item(s) was added:

Federal Reserve Bank and Branch director appointments. (This item was originally announced for a closed meeting on October 30, 1989.)

CONTACT PERSON FOR MORE INFORMATION: Mr. Joseph R. Coyne, Assistant to the Board; (202) 452-3204.

Dated: November 22, 1989.

Jennifer J. Johnson,
Associate Secretary of the Board.

[FR Doc. 89-27907 Filed 11-24-89; 10:08 am]

BILLING CODE 6210-01-M

FEDERAL RESERVE SYSTEM BOARD OF GOVERNORS

TIME AND DATE: 10:30 a.m., Monday, December 4, 1989.

PLACE: Marriner S. Eccles Federal Reserve Board Building, C Street entrance between 20th and 21st Streets, NW., Washington, DC 20551.

STATUS: Closed.

MATTERS TO BE CONSIDERED.

1. Matters relating to the Plans administered under the Federal Reserve System's employee benefits program.
2. Personnel actions (appointments, promotions, assignments, reassignments, and salary actions) involving individual Federal Reserve System employees.
3. Any items carried forward from a previously announced meeting.

CONTACT PERSON FOR MORE

INFORMATION: Mr. Joseph R. Coyne, Assistant to the Board; (202) 452-3204. You may call (202) 452-3207, beginning at approximately 5 p.m. two business days before this meeting, for a recorded announcement of bank and bank holding company applications scheduled for the meeting.

Dated: November 24, 1989.

Jennifer J. Johnson,
Associate Secretary of the Board.

[FR Doc. 89-27957 Filed 11-24-89; 3:13 pm]

BILLING CODE 6210-01-M

NUCLEAR REGULATORY COMMISSION

DATE: Weeks of November 27, December 4, 11, and 18, 1989.

PLACE: Commissioners' Conference Room, 11555 Rockville Pike, Rockville, Maryland.

STATUS: Open and Closed.

MATTERS TO BE CONSIDERED:

Week of November 27

Thursday, November 30

2:00 p.m.

Briefing on DOE Views on Advanced Light Water Reactor Design and Certification (Public Meeting)

3:30 p.m.

Affirmation/Discussion and Vote (Public Meeting)

a. Rulemaking on Sequestration of Witnesses Interviewed Under Subpoena/Exclusion of Attorneys

b. Request for Hearing on St. Lucie Exemptions

Week of December 4—Tentative

Tuesday, December 5

11:30 a.m.

Affirmation/Discussion and Vote (Public Meeting) (if needed)

Week of December 11—Tentative

Thursday, December 14

10:00 a.m.

Briefing on Status of Implementation of the Severe Accident Master Integration Plan and Status of Licensee Progress on IPE (Public Meeting)

3:30 p.m.

Affirmation/Discussion and Vote (Public Meeting) (if needed)

Week of December 13—Tentative

Tuesday, December 19

10:00 a.m.

Briefing on Risk Communication (Public Meeting)

Wednesday, December 20

2:00 p.m.

Briefing by DOE on Status of Civilian High Level Waste Program (Public Meeting)

Thursday, December 21

2:00 p.m.

Briefing on NRC Actions for Cleanup of Contaminated Sites Under NRC Jurisdiction (Public Meeting)

3:30 p.m.

Affirmation/Discussion and Vote (Public Meeting) (if needed)

Friday, December 22

10:00 a.m.

Briefing by Executive Branch (Closed—Ex. 1)

Note.—Affirmation sessions are initially scheduled and announced to the public on a time-reserved basis. Supplementary notice is provided in accordance with the Sunshine Act as specific items are identified and added to the meeting agenda. If there is no specific subject listed for affirmation, this means that no item has as yet been identified as requiring any Commission vote on this date.

To verify the status of meetings call (recording)—(301) 492-0292.

CONTACT PERSON FOR MORE INFORMATION: William Hill, (301) 492-1661.

Dated: November 22, 1989.

William M. Hill, Jr.,
Office of the Secretary.

[FR Doc. 89-27917 Filed 11-24-89; 11:07 am]

BILLING CODE 7590-01-M

Registered Federal Reporter

**Tuesday
November 28, 1989**

Part II

Department of Defense

**General Services
Administration**

**National Aeronautics and
Space Administration**

48 CFR Parts 2, 4, 5, et al.

**Federal Acquisition Regulation (FAR);
Miscellaneous Amendments; Rule**

DEPARTMENT OF DEFENSE

GENERAL SERVICES
ADMINISTRATIONNATIONAL AERONAUTICS AND
SPACE ADMINISTRATION48 CFR Parts 2, 4, 5, 8, 9, 10, 14, 15, 25,
28, 32, 36, 42, 45, 47, 48, 49, 52, and 53

[Federal Acquisition Circular 84-53]

RIN 9000-AC35, 9000-AC32, 9000-AC00,
9000-AC53, 9000-AC68, 9000-AD57, 9000-
AC83, 9000-AC86, 9000-AC87, 9000-AD45,
9000-AD38, 9000-AD15, 9000-AC41, 9000-
AC47, 9000-AD46, 9000-AB84, 9000-AD44Federal Acquisition Regulation (FAR);
Miscellaneous AmendmentsAGENCIES: Department of Defense
(DoD), General Services Administration
(GSA), and National Aeronautics and
Space Administration (NASA).

ACTION: Final rule.

SUMMARY: Federal Acquisition Circular (FAC) 84-53 amends the Federal Acquisition Regulation (FAR) with respect to the following: Late Bids and Proposals; Contractor Records Retention; Contract Simplification Program; Approval of Requirements for the Acquisition of Printing; Individual Sureties; Threshold, Part 10; Buy American Act List of Exempt Items; Yarn, 50 Denier Rayon; Rabbit Fur Felt; Accounting Deficiencies, Suspension of Progress Payments; Architect-Engineer Short Selection Threshold; Hazardous Materials; Report of Shipment; Special Tooling; Small Purchase References in Part 47; Guaranteed Maximum Shipping Weights and Dimensions; Incorporating Provisions and Clauses; Examination of Records; and Editorial Changes.

DATES: Effective Dates: December 28, 1989, except for Parts 9, 28, 49, and related sections in Parts 52 and 53 (Item V-Individual Sureties) February 26, 1990.

FOR FURTHER INFORMATION CONTACT: Margaret A. Willis, FAR Secretariat, Room 4041, GS Building, Washington, DC 20405, (202) 523-4755. Please cite FAC 84-53.

SUPPLEMENTARY INFORMATION:

A. Background

FAC 84-53, Item III. This final rule provides simplified contract formats for use in acquisitions of supplies or services proposed to be acquired under firm-fixed-price or fixed-price with economic adjustment contracts. In conjunction with the simplified contract format, a new contract form, Standard Form 1447, Solicitation/Contract, is being issued.

The rule also provides for the use of annual representations and certifications.

FAC 84-53, Item V. This final rule is issued to make revisions to the FAR procedures governing the use of individual sureties in support of a bonding requirement. Among other things, the revisions would:

1. Require individual sureties to pledge specific assets to support a bond.
2. Identify and limit the types of assets which are acceptable for pledge based upon a standard of identifiable value and ready marketability.
3. Require objective evidence of asset ownership and unencumbered value.
4. Require a Government security interest in the pledged assets by means of a lien or real property or the establishment of an escrow account for acceptable personal property.
5. Provide for the Governmentwide suspension or debarment of sureties who commit serious improprieties.

FAC 84-53, Item X. The clarification has been made to eliminate the appearance that suspension of all progress payments is required even if only a portion of an accounting system is deficient. The revision to FAR 32.503-6(b) states explicitly that the suspension of progress payments for accounting deficiencies should be applied only to the portion of payments associated with the deficiency.

FAC 84-53, Item XI. FAR 36.602-3(c) required that discussions be held with at least three of the most highly qualified firms regarding concepts and the relative utility of alternative methods of furnishing the required services, when the prospective architect-engineer fees shall not be considered in these discussions. This statement is not consistent with Pub. L. 92-582, and therefore the FAR is revised to clarify this inconsistency.

Federal agencies have expressed a need for increasing the short selection process dollar threshold from the present \$10,000 to \$25,000. When the present threshold of \$10,000 was established, the small purchase threshold was also \$10,000. An increase in the short selection process dollar threshold to \$25,000 would facilitate an early award of A-E contracts that are within the small purchase limitation.

FAR 52.236-20, Special Requirements, has been required for all cost-reimbursement construction contracts. The provisions of the clause were either unnecessary, or were duplicative of the provisions of the clause at 52.236-7, Permits and Responsibilities, and the clause at 52.236-5, Material and Workmanship. Therefore, 52.236-20 is removed, and the applications of 52.236-

7 and 52.236-5 are expanded to permit their use for cost-reimbursement contracts.

FAR 36.201(a) is revised to eliminate unnecessary requirements to evaluate contractor performance and to prepare performance reports using the Standard Form 1420, Performance Evaluation (Construction Contracts).

FAC 84-53, Item XVI. On June 5, 1985, the Defense Acquisition Regulatory Council granted the Department of the Army authority to deviate from the provisions of FAR 47.305-16(b) and the clause at 52.247-60 to the extent necessary to request additional information regarding shipping characteristics from offerors and to provide that offers submitted without shipping characteristics would be evaluated on the basis of the shipping characteristics submitted with any offer that produces the highest transportation costs. The Army deviation has ensured that the contract administration office receives the information in the contract necessary to establish the liability of the successful offeror for any increased transportation costs incurred by the Government as a result of misinformation furnished by the offeror. This final rule extends the advantages of the Army deviation to all Government agencies and departments, and revises existing coverage to reflect the Government's intent that contract price reduction be on the basis of actual costs incurred, not costs computed when the offer was evaluated.

FAC 84-53, Item XVII. This case was established as a result of difficulties experienced by DoD field activities which have automated systems that intermingle the full text clauses and provisions with those incorporated by reference when generating solicitations and contracts. The FAR, as revised in FAC 84-37, currently provides for the grouping of clauses and provisions incorporated by reference.

B. Regulatory Flexibility Act

FAC 84-53, Items I, IV, VI, VII, VIII, IX, X, XI, XII, XV, XVI, and XVII. The Regulatory Flexibility Act (Pub. L. 96-354) does not apply to these final rules because each revision is not a significant revision as defined in FAR 1.501-1; i.e., it does not alter the substantive meaning of any coverage in the FAR having a significant cost or administrative impact on contractors or offerors, or a significant effect beyond the internal operating procedures of the issuing agencies.

FAC 84-53, Items II, XIII, and XVIII. DoD, GSA, and NASA certify that these final rules in FAC 84-53 will not have a

significant economic impact on a substantial number of small entities under the Regulatory Flexibility Act (5 U.S.C. 601, et seq.) because—

Item II. The extension of time for retention of records only applies to a limited number of contractors, of which an even smaller number are small entities, which fail to meet the 90-day requirement for indirect cost rate submissions. The retention requirement being imposed for computer data only affects those contractors who already maintain this type of data in their normal course of business. The burden of storing this additional data along with records already required to be obtained is minimal.

Item XIII. This final rule does not affect the competitive posture of, or preference for small businesses, solicitation or small purchase procedures, impose nonreimbursed administrative costs, or required professional skill requirements or business systems beyond those normally available in-house to small businesses.

Item XVIII. The revisions merely illustrate the nature of records Government personnel have access to and do not change existing requirements.

Therefore, the Regulatory Flexibility Act does not apply.

FAC 84-53, Items III, V, and XIV. A Final Regulatory Flexibility Analysis pertaining to the following items has been prepared for each item in accordance with the Regulatory Flexibility Act of 1980 (Pub. L. 96-354) and each is on file in the FAR Secretariat and will be submitted to the Chief Counsel for Advocacy, Small Business Administration—

Item III—Contract Simplification Program

Item V—Individual Sureties

Item XIV—Special Tooling

C. Paperwork Reduction Act

FAC 84-53, Items I, III, IV, VI, VII, VIII, IX, X, XI, XII, XIII, XV, XVI, and XVII. The Paperwork Reduction Act (Pub. L. 96-511) does not apply because these final rules do not impose any reporting or recordkeeping requirements or collection of information from offerors, contractors, or members of the public which require the approval of OMB under 44 U.S.C. 3501, et seq.

FAC 84-53, Item II. This final rule will not impose any recordkeeping or information collection requirements from offerors, contractors, or members of the public which require approval of OMB under 44 U.S.C. 3501, et seq. The coverage has been revised to clarify that (1) computer data need not be retained

in its original form, provided the integrity of source data is maintained and an audit trail is established by the contractor; and (ii) only computer data that meets the definition of records as defined under paragraph (a) of section 4.703(b)(3) and (d) need to be retained. OMB Control Number 9000-0034 has been approved under 44 U.S.C. 3501, et seq.

FAC 84-53, Item V. Public comments concerning the information collection requirements under OMB Control Numbers 9000-0001 and 9000-0045 and pertaining to the proposed rule were previously invited in the Federal Register on November 29, 1988 (53 FR 48035). The Paperwork Reduction Act (Public Law 96-511) applies because the final rule contains an information collection requirement. Accordingly, the information collection requirements are being submitted to OMB under 44 U.S.C. 3501, et seq. for an expedited review by OMB within 20 days of receipt. Public comments concerning the revised information collection requirements should be submitted to OMB, Ms. Eyvette Flynn, FAR Desk Officer, Room 3235, NEOB, Washington, DC 20503.

FAC 84-53, Item XIV. Public comments concerning the information collection requirements under OMB Control Number 9000-0075 and pertaining to the proposed rule were invited in the Federal Register on September 27, 1988 (53 FR 37629) and the information collection requirements were approved by the Office of Management and Budget (OMB) as required by 44 U.S.C. 3501, et seq. However, those estimates underestimated the usage requirement of DoD concerning special tooling. In addition, this final rule consolidates the initial and updated listing requirements. Therefore, a revised Paperwork Reduction Act Analysis depicting a more realistic estimate of burden impact has been submitted to OMB for review. This identification and use information is used by the contractor in performing its contract and then it is used by the Government buying offices and logistics offices to determine whether any of the special tooling can be used by the Government or contractors subsequent to its use during production by the acquiring contractor. In addition, the information enables the Government to direct retention or disposition of the special tooling following its use in major systems, components, and parts. The annual reporting burden for OMB Control Number 9000-0075 is estimated as follows: Number of respondents, 10,000; responses per respondent, 2; annual responses, 20,000; preparation hours per response, 1; annual response

burden hours, 20,000. The annual recordkeeping burden is estimated as follows: Recordkeepers, 10,000; annual hours per recordkeeper, 40; and total recordkeeping burden hours, 400,000. Public comments concerning this request should be submitted to OMB, Ms. Eyvette Flynn, FAR Desk Officer, Room 3235, NEOB, Washington, DC 20503 by December 18, 1989.

FAC 84-53, Item XVIII. This final rule does not change any recordkeeping or information collection requirements on offerors, contractors, or members of the public which require approval of OMB under 44 U.S.C. 3501, et seq.

D. Public Comments

FAC 84-53, Items I, II, III, IV, VII, XII, XIII, XIV, XVI, and XVIII. The comments that were received were considered by the Councils in the development of the following final rules:

Item I. On March 23, 1985, and on August 15, 1988, proposed rules were published in the Federal Register (50 FR 11522) and (53 FR 30818).

Item II. On June 17, 1988, a proposed rule was published in the Federal Register (53 FR 23105).

Item III. On October 27, 1987, a proposed rule was published in the Federal Register (52 FR 41390).

Item IV. On August 29, 1988, a proposed rule was published in the Federal Register (53 FR 33017).

Item VII. On February 8, 1989, a proposed rule was published in the Federal Register (54 FR 6251).

Item XII. On February 28, 1989, a proposed rule was published in the Federal Register (54 FR 8492).

Item XIII. On July 1, 1988, a proposed rule was published in the Federal Register (53 FR 25102).

Item XIV. On August 29, 1988, a proposed rule was published in the Federal Register (53 FR 33020).

Item XVI. On August 21, 1987, a proposed rule was published in the Federal Register (52 FR 31722).

Item XVIII. On August 17, 1988, a proposed rule was published in the Federal Register (53 FR 31280).

FAC 84-53, Item V. On November 3, 1988, a proposed rule was published in the Federal Register (53 FR 44564), and an extension of the comment period was published on December 30, 1988 (53 FR 53361), to revise the individual surety procedures in the FAR.

Comments received, 428. Of those, 209 comments were favorable or recommended further tightening of the procedures governing the use of individual sureties. Comments opposed to the rule or recommended measures to reduce the impact of the rule, 195. Other

respondents indicating no comment, 12. The comments of all respondents and the views of Congress were considered in developing this final rule. As a result, the final rule makes the following changes from the coverage proposed:

1. The requirement in the proposed rule with respect to Miller Act bonds that 100 percent of the individual surety's assets will be maintained for the duration of the expected obligation of the surety has been modified to permit the contracting officer to release a portion of the individual surety's assets based upon substantial performance of the obligations under the contract.

2. The prohibition on the use of letters of credit as an acceptable asset has been modified to permit the use of irrevocable letters of credit issued by a Federally insured financial institution.

3. Coverage in 49.402-3 has been added requiring the Government to notify the surety when contract default appears imminent and if the contract is subsequently terminated for default.

4. The proposed Optional Form, Satisfaction of Pledge, has been converted to Optional Form 90, Release of Lien on Real Property, and Optional Form 91, Release of Personal Property from Escrow.

5. Other miscellaneous changes have been made.

List of Subjects in 48 CFR Parts 2, 4, 5, 8, 9, 10, 14, 15, 25, 28, 32, 36, 42, 45, 47, 48, 49, 52, and 53.

Government procurement.

Dated: November 20, 1989.

Albert A. Vicchiolla,
Director, Office of Federal Acquisition Policy.

Federal Acquisition Circular

[Number 84-53]

Unless otherwise specified, all Federal Acquisition Regulation (FAR) and other directive material contained in FAC 84-53 is effective December 28, 1989, except for Parts 9, 28, 49, and related sections in Parts 52 and 53 (Item V—Individual Sureties) February 26, 1990.

Eleanor Spector,

Assistant Secretary of Defense for
Procurement, Department of Defense.

Richard H. Hopf, III,

Associate Administrator for Acquisition
Policy, General Services Administration.

L. E. Hopkins,

Deputy Assistant Administrator for
Procurement, National Aeronautics and
Space Administration.

Federal Acquisition Circular (FAC)
84-53 amends the Federal Acquisition
Regulation as specified below:

Item I—Late Bids and Proposals

FAR 2.101, 14.201-6(c)(3), 14.201-6(r), 14.301 (a), (c), and (d), 14.303(a), 14.304-1 (a)(1), (a)(2), (b), and (e), 15.407 (c)(6) and (c)(8), 15.412(e), 52.214-3, 52.214-5, 52.214-7, and 52.214-23, and 52.215-9 and 52.215-10 are revised. FAR 14.201-6(c) (4), (v), and (w), 14.202-7, 14.304-1(a) (3) and (d), 14.304-2, 15.402 (i) and (j), 15.407 (c)(9) and (j), 52.214-31, 52.214-32, 52.214-33, 52.215-18, and 52.215-36 are added. The changes pertaining to sealed bidding (1) correct language in the current 5-day late bid rule concerning acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by registered or certified mail; (2) provide a 2-day late bid rule for bids mailed by U.S. Postal Service Express Mail Next Day Service; (3) provide separate late bid rules for bids outside the U.S. and Canada; and (4) allow contracting officers the option of permitting the use of facsimile equipment for the submission of bids, acknowledgments of amendments to solicitations, and modifications or withdrawals of bids. Corresponding changes are made with respect to contracting by negotiation.

Item II—Contractor Records Retention

FAR 4.703 (b)(3) and (d) are revised to extend the record retention period for contractors who submit late annual indirect cost rate proposals and clarify the meaning of "record" to include computer input data.

Item III—Contract Simplification Program

FAR 5.503(c)(1)(i), 14.201-1 (a)(5) and (c), 14.201-2 (a)(1), (a)(2), and (b), 14.201-6 (i) and (u), 14.407-1(d), 15.406-1(b), 15.406-2 (a)(1) and (a)(3), 15.407(f), 15.414, 52.214-15, 53.205-1, 53.106(b), and 53.215-1(d) are revised, and FAR 14.201-9, 14.213, 15.406-1(a)(8), 15.407 (c)(9), (i), and (j), 52.102-2(c), 52.214-30, 52.215-35, 53.214(d), 53.215-1(g), and 53.301-1447 (Standard Form (SF) 1447) are added to provide (1) a new SF 1447, (2) simplified contract format for acquisition of noncomplex supplies and services proposed to be acquired under firm-fixed-price or fixed-price with economic price adjustment contracts; and (3) for offeror submission of annual representations and certifications.

Item IV—Approval of Requirements for the Acquisition of Printing

FAR 8.802 (a) and (c) are revised to clarify the legal status of the requirement to obtain the approval of the Congressional Joint Committee on Printing. The previous coverage caused confusion as to the contracting officer's

responsibilities in procuring local printing services.

Item V—Individual Sureties

FAR 9.405, 28.101-4, 28.106-1, 28.202, 28.203, 28.204, and 49.402-3(e)(2) are revised, the clause at 52.228-11 is added, and 53.228 is revised to prescribe revised Standard Forms (SF's) 24, 25, 25-A, 28, 34, 35, and 1416 and new Optional Forms (OF's) 90 and 91. The revisions modify existing coverage regarding the use of individual sureties in support of a Government bonding requirement. Implementation of the rule has been delayed to allow time to obtain OMB approval under the Paperwork Reduction Act and to facilitate the printing and stocking of the SF's 24, 25, 25-A, and 28.

SF's 34, 35, and 1416 have been submitted to OMB for approval. When approved, they will be authorized for local reproduction.

OF's 90 and 91 also will be authorized for local reproduction.

Draft copies of the standard and optional forms prescribed by the rule are displayed in this Federal Acquisition Circular 84-53 for information only. After OMB approval, all the forms prescribed by this rule will be displayed in a subsequent FAC. Those forms authorized for local reproduction will be provided in the looseleaf edition of a subsequent FAC for the user to reproduce as required.

Item VI—Threshold, Part 10

FAR 10.006(a)(1)(ii) is revised to clarify that the exception applies to both purchases and contracts that do not exceed the small purchase threshold.

Item VII—Buy American Act List of Exempt Items

FAR 25.102, 25.108, 25.202, and the clause at 52.225-1 are revised to clarify that the Buy American List of Exempt Items at 25.108 is provided for information only, and that each agency is responsible for making a determination that an item is exempt from provisions of the Buy American Act. The rule is needed to ensure that the FAR is consistent with the provisions of the Buy American Act.

Item VIII—Yarn, 50 Denier Rayon

FAR 25.108(d)(1) is revised to add the item, Yarn, 50 denier rayon, to the Buy American List of Exempt Items.

Item IX—Rabbit Fur Felt

FAR 25.108(d)(1) is revised to add the item, rabbit fur felt, to the Buy American List of Exempt Items.

Item X—Accounting Deficiencies, Suspension of Progress Payment

FAR 32.503-6(b) is revised to clarify that the suspension of progress payments for accounting deficiencies should be applied only to the portion of the progress payments associated with a deficiency.

Item XI—Architect-Engineer Short Selection Threshold

FAR 36.201(a)(1), 36.505, 36.507, 36.602-3(c), 36.602-5, and the clauses at 52.236-5 and 52.236-7 are revised, 36.520 is removed, and 36.521 is redesignated as 36.520 to clarify when discussions will be held with architect-engineer (A-E) firms, and to permit the short selection process to be used to select A-E firms for contracts not to exceed the small purchase threshold. The clause at 52.236-20 is removed and the submission of performance reports using the Standard Form (SF) 1420, Performance Evaluation (Construction Contracts), is simplified.

Item XII—Hazardous Materials

FAR 42.302(a)(39) and the clause at 52.223-3(d) are revised to remove the implication that contract administration services are responsible for administering statutory and regulatory requirements for hazardous materials.

Item XIII—Report of Shipment

FAR 42.1406-1 and 42.1406-2 and the clause at 52.242-12 are revised to require contractors to provide advance notice of shipment for categories of material requiring preparation by the consignee for safety and security considerations.

Item XIV—Special Tooling

FAR 45.306-2, 45.306-3, 45.307-1(b), and 45.308 are revised, 45.305 and 45.306-4 are removed, and the clauses at 52.245-2 and 52.245-17 are revised to improve the management of special tooling, the retention and disposal decisions made by the Government, and the opportunities for using the special tooling to increase competition when contracting for postproduction requirements. Corresponding changes are made at FAR clauses 52.245-18 and 52.245-19.

FAR 45.306, and the clause at 52.245-17, Special Tooling, clarify that the clause is used in fixed-price contracts when the Government will furnish special tooling to the contractor, or the Government intends to maintain rights to the special tooling until such time that the Government decides it wants full title to the special tooling or has no further interest in the special tooling.

Under the revised Special Tooling clause, the types of information which contractors must maintain in their property control systems is delineated. The periodic reporting of this information to the Government is also defined.

Other changes are made to 45.305, 45.307, and 45.308 to locate the prescriptions for the Special Test Equipment clause and the Government Property Furnished "As Is" clause in the FAR sections which address the policy on the use of these clauses. These changes are intended to clarify when the clauses are to be used.

Item XV—Small Purchase References in Part 47

FAR 47.104-4(b) and 52.247-1(b) are revised to provide editorial changes to reference the small purchase limitation in section 13.000 and to provide consistency with the FAR's standard "small purchase limitation" terminology.

Item XVI—Guaranteed Maximum Shipping Weights and Dimensions

FAR 47.305-16(b) and 52.247-60 are revised to more specifically describe the information required from the offeror concerning shipping characteristics, to provide that offers submitted without the requested information will be evaluated on the basis of the shipping characteristics submitted with any offer that produces the highest transportation costs, and to provide that the contract price of the successful offer will be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been accurate.

Item XVII—Incorporating Provisions and Clauses

FAR 52.102-1(d) is removed and FAR 52.107(a) and (b), 52.252-1, and 52.252-2 are revised to eliminate Alternate I, which required contracting officers to identify provisions and clauses incorporated by reference and to group them separately from the provisions and clauses incorporated in full text. This change is made to accommodate buying activities that use automated programs to generate solicitations and contracts. The automated programs generally intermingle provisions and clauses incorporated by reference with those incorporated by full text and do not separately list provisions and clauses incorporated by reference. A notice to the offeror and contractor that some provisions and clauses are incorporated by reference replaces the deleted requirements.

Item XVIII—Examination of Records

FAR 52.215-2 is revised to illustrate the type and form of contractor cost and financial information which is to be made available to Government personnel for conducting reviews of contract costs. This change should help to eliminate time-consuming and inefficient access to records arguments that have occurred between Government personnel and contractors.

Item XIX—Editorial Changes

FAR 10.002(a) is revised to correct a reference to read "41 U.S.C. 253a(a)".

FAR 14.203-2(a) is revised to read "display of invitations for bids".

FAR 28.204-1 is revised to correct a citation to read "31 U.S.C. 9309" and to revise the date of Treasury Department Circular No. 154.

FAR 52.204-1 is revised to correct bracketed instruction in the clause.

FAR 52.212-4(a) and (b) are revised to correct the title of the referenced clause (see 52.249-8).

FAR 52.243-1, Alternate V, paragraph (b) introductory text is corrected to read "or time required for" vice "or item required for". Error was made from the Phase II to Executive Review preparation of the FAR.

FAR 52.244-3(b) is revised to correct reference to read "15.903(d)".

FAR 52.246-19(a)(5)(i) is revised to remove the incorrect reference.

FAR 53.222(e) is revised to display the latest edition of SF 1413. Under the Paperwork Reduction Act, there is a requirement to update the OMB Control Number, and to include a burden statement and the expiration date of the paperwork clearance.

FAR 53.301-1413 illustrates the revised SF 1413.

Therefore, 48 CFR parts 2, 4, 5, 8, 9, 10, 14, 15, 25, 28, 32, 36, 42, 45, 47, 48, 49, 52, and 53 are amended as set forth below:

1. The authority citation for 48 CFR parts 2, 4, 5, 8, 9, 10, 14, 15, 25, 28, 32, 36, 42, 45, 47, 48, 49, 52, and 53 continues to read as follows:

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

PART 2—DEFINITIONS OF WORDS AND TERMS

2. Section 2.101 is amended by alphabetically adding a definition "Facsimile" to read as follows:

2.101 Definitions.

* * * * *

Facsimile means electronic equipment that communicates and reproduces both printed and handwritten material. If used in conjunction with a reference to a

document, e.g., facsimile bid, the term refers to a document (in the example given, a bid) that has been transmitted to and received by the Government via facsimile.

PART 4—ADMINISTRATIVE MATTERS

3. Section 4.703 is amended by adding paragraph (b)(3) and by revising paragraph (d) to read as follows:

4.703 Policy.

(b) * * *
(3) The contractor does not meet the original 90-day due date for submission of final indirect cost rate proposals specified in subparagraph (d)(2) of the clause at 52.216-7, Allowable Cost and Payment, and subparagraph (c)(2) of the clause at 52.216-13, Allowable Cost and Payment—Facilities. Under these circumstances, the retention periods in 4.705 shall be automatically extended one day for each day the proposal is not submitted after the original 90-day due date.

(d) If the information described in paragraph (a) of this section is maintained on a computer, contractors shall retain the computer data on a reliable medium for the time periods prescribed. Contractors may transfer computer data in machine readable form from one reliable computer medium to another. Contractors' computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original computer data. Contractors shall also retain an audit trail describing the data transfer. For the record retention time periods prescribed, contractors shall not destroy, discard, delete, or write over such computer data.

PART 5—PUBLICIZING CONTRACT ACTIONS

5.503 [Amended]

4. Section 5.503 is amended in paragraph (c)(1)(i) by adding the phrase "or Standard Form 1447, Solicitation/Contract," following the words "Award/Contract,".

PART 8—REQUIRED SOURCES OF SUPPLIES AND SERVICES

5. Section 8.802 is amended by removing the existing paragraphs (a) and (c); by redesignating the existing paragraphs (b), (d), and (e) as (a), (b) and (c); by removing in the first sentence of paragraph (c) the words "in the District of Columbia" and inserting in their place "within the District of

Columbia"; and by revising in new paragraph (b) the first sentence to read as follows:

8.802 Policy

(b) The head of each agency shall designate a central printing authority; that central printing authority may serve as the liaison with the Congressional Joint Committee on Printing (JCP) and the Public Printer on matters related to printing.

PART 9—CONTRACTOR QUALIFICATIONS

6. Section 9.405 is amended by adding paragraph (c) to read as follows:

9.405 Effect of listing.

(c) Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (see Part 28).

PART 10—SPECIFICATIONS, STANDARDS, AND OTHER PURCHASE DESCRIPTIONS

10.002 [Amended]

7. Section 10.002 is amended by removing in the introductory text of paragraph (a) the reference "41 U.S.C. 253A(a)" and inserting in its place "41 U.S.C. 253a(a)".

8. Section 10.006 is amended by revising paragraph (a)(1)(ii) to read as follows:

10.006 Using specifications and standards.

(a) * * *
(1) * * *
(ii) Under the small purchase limitation in 13.000;

PART 14—SEALED BIDDING

9. Section 14.201-1 is amended by adding paragraph (a)(5) and by revising in paragraph (c) the fourth sentence to read as follows:

14.201-1 Uniform contract format.

(a) * * *
(5) Firm-fixed-price or fixed-price with economic price adjustment acquisitions that use the simplified contract format (see 14.201-9).

(c) * * * Award by acceptance of a bid on the award portion of Standard Form 33, Solicitation Offer and Award (SF 33), Standard Form 26, Award/Contract (SF 26), or Standard Form 1447, Solicitation/Contract (SF 1447),

incorporates Section K, Representations, certifications, and other statements of bidders, in the resultant contract even though not physically attached.

10. Section 14.201-2 is amended by revising paragraphs (a)(1), (a)(2), and the second sentence in paragraph (b) to read as follows:

14.201-2 Part I—The Schedule.

(a) * * * (1) Prepare the invitation for bids on SF 33, or the SF 1447, unless otherwise permitted by this regulation. The SF 33 is the first page of the solicitation and includes Section A of the uniform contract format. When the SF 1447 is used as the solicitation document, the information in subdivisions (a)(2)(i) and (a)(2)(iv) of this subsection shall be inserted in block 9 of the SF 1447.

(2) When the SF 33 or SF 1447 is not used, include the following on the first page of the invitation for bids:

(b) * * * The SF 33 and SF 1447 may be supplemented as necessary by the Optional Form 336 (OF 336), Continuation Sheet (53.302-336).

11. Section 14.201-6 is amended by revising paragraphs (c)(3) and (r); by adding in the introductory text of paragraph (i), following "SF 33" the words "or SF 1447"; and by adding paragraphs (c)(4), (u), (v), and (w) to read as follows:

14.201-6 Solicitation provisions.

(c) * * *
(3) 52.214-7, Late Submissions, Modifications, and Withdrawals of Bids, for solicitations issued in the United States and Canada for submission of bids to a contracting office in the United States or Canada.

(4) 52.214-32, Late Submissions, Modifications, and Withdrawals of Bids (Overseas), for solicitations under which bids are to be submitted to a contracting office outside the United States or Canada.

(r) The contracting officer shall insert the provision at 52.214-23, Late Submissions, Modifications, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding, in solicitations for technical proposals in step one of two-step sealed bidding issued in the United States and Canada for submission of technical proposals to a contracting office in the United States or Canada.

(u) The contracting officer shall insert the provision at 52.214-30, Annual Representations and Certifications—Sealed Bidding, in invitations for bids if annual representations and certifications are used (see 14.213).

(v) The contracting officer shall insert the provision at 52.214-33, Late Submissions, Modifications, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding (Overseas), in solicitations for technical proposals in step one of two-step sealed bidding under which technical proposals are to be submitted to a contracting office outside the United States or Canada.

(w) The contracting officer shall insert the provision at 52.214-31, Facsimile Bids, in solicitations if facsimile bids are authorized (see 14.202-7).

12. Section 14.201-9 is added to read as follows:

14.201-9 Simplified contract format.

Policy. For firm-fixed-price or fixed-price with economic price adjustment acquisitions of supplies and services, the contracting officer may use the simplified contract format in lieu of the uniform contract format (see 14.201-1). The contracting officer has flexibility in preparation and organization of the simplified contract format. However, the following format should be used to the maximum practical extent:

(a) *Solicitation/contract form.* Standard Form (SF) 1447, Solicitation/Contract, shall be used as the first page of the solicitation.

(b) *Contract schedule.* Include the following for each contract line item:

- (1) Contract line item number.
- (2) Description of supplies or services, or data sufficient to identify the requirement.
- (3) Quantity and unit of issue.
- (4) Unit price and amount.
- (5) Packaging and marking requirements.

(6) Inspection and acceptance, quality assurance, and reliability requirements.

(7) Place of delivery, performance and delivery dates, period of performance, and F.o.b. point.

(8) Other item-peculiar information as necessary (e.g., individual fund citations).

(c) *Clauses.* Include the clauses required by this regulation. Additional clauses shall be incorporated only when considered absolutely necessary to the particular acquisition.

(d) *List of documents and attachments.* Include if necessary.

(e) *Representations and instructions—(1) Representations and certifications.* Insert those solicitation provisions that require representations, certifications, or

the submission of other information by offerors.

(2) *Instructions, conditions, and notices.* Include the solicitation provisions required by 14.201-6. Include any other information/instructions necessary to guide offerors.

(3) *Evaluation factors for award.* Insert all necessary evaluation factors for award.

(4) Upon award, the contracting officer need not physically include the provisions in subparagraphs (e)(1), (2), and (3) of this subsection in the resulting contract, but shall retain them in the contract file. Award by acceptance of a bid on the award portion of SF 1447 incorporates the representations, certifications, and other statements of bidders in the resultant contract even though not physically attached.

13. Section 14.202-7 is added to read as follows:

14.202-7 Facsimile bids.

(a) Unless prohibited or otherwise restricted by agency procedures, contracting officers may authorize facsimile bids (see 14.201-6(w)). In determining whether or not to authorize facsimile bids, the contracting officer shall consider factors such as—

- (1) Anticipated bid size and volume;
- (2) Urgency of the requirement;
- (3) Frequency of price changes;
- (4) Availability, reliability, speed, and capacity of the receiving facsimile equipment; and

(5) Adequacy of administrative procedures and controls for receiving, identifying, recording, and safeguarding facsimile bids, and ensuring their timely delivery to the bids opening location.

(b) If facsimile bids are authorized, contracting officers may, after the date set for bid opening, request the apparently successful offeror to provide the complete original signed bid.

14.203-2 [Amended]

14. Section 14.203-2 is amended in paragraph (a) by adding the words "invitations for" between the words "display of" and "bids".

15. Section 14.213 is added to read as follows:

14.213 Annual submission of representations and certifications.

(a) Submission of offeror representations and certifications on an annual basis, as an alternative to submission in each solicitation, may be authorized by agencies subject to the requirements of this section. The decision to use annual representations and certifications shall be made in accordance with agency procedures.

(b) In accordance with agency procedures, each contracting office

utilizing annual representations and certifications shall establish procedures and assign responsibilities for centrally requesting, receiving, storing, verifying and updating offeror's annual submissions. Generally, the representations and certifications shall be effective for a period of 1 year from date of signature.

(c) The contracting officer shall not include in individual solicitations the full text of provisions that are contained in the annual representations and certifications.

(d) Offerors shall make changes that affect only one solicitation by completing the appropriate section of the provision at 52.214-30, Annual Representations and Certifications—Sealed Bidding.

16. Section 14.301 is amended by revising paragraph (a); by redesignating existing paragraph (c) as (d); and by adding new paragraph (c) to read as follows:

14.301 Responsiveness of bids.

(a) To be considered for award, a bid must comply in all material respects with the invitation for bids. Such compliance enables bidders to stand on an equal footing and maintain the integrity of the sealed bidding system.

* * * * *

(c) Facsimile bids shall not be considered unless permitted by the solicitation (see 14.202-7).

* * * * *

17. Section 14.303 is amended by revising paragraph (a) to read as follows:

14.303 Modifications or withdrawal of bids.

(a) Bids may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids not later than the exact time set for opening of bids. Unless proscribed by agency regulations, a telegraphic modification or withdrawal of a bid received in such office by telephone from the receiving telegraph office shall be considered. However, the message shall be confirmed by the telegraph company by sending a copy of the written telegram that formed the basis for the telephone call. If the solicitation authorizes facsimile bids, bids may be modified or withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision prescribed in 14.201-6(w). Modifications received by telephone (including a record of those telephoned by the telegraph company) or facsimile shall be sealed in an

envelope by a proper official. The official shall write on the envelope (1) the date and time of receipt and by whom, and (2) the number of the invitation for bids, and shall sign the envelope. No information contained in the envelope shall be disclosed before the time set for bid opening.

18. Section 14.304-1 is amended by revising paragraphs (a)(1), (a)(2), and (b); by redesignating existing paragraph (d) as (e); and by adding new paragraphs (a)(3) and (d) to read as follows:

14.304-1 General.

(a) * * *

(1) It was sent to a contracting office in the United States or Canada by registered or certified mail not later than 5 calendar days before the bid receipt date specified;

(2) It was sent by mail (or, if authorized by the solicitation, was sent by telegram or via facsimile) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(3) It was sent to a contracting office in the United States or Canada by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee not later than 5:00 PM at the place of mailing 2 working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and Federal holidays.

(b) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent to a contracting office in the United States or Canada either by registered or certified mail is a U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date, or the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression [exclusive of a postage meter machine impression] that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. or Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.)

(d) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (b) of this subsection, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerks to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

19. Section 14.30-2 is revised to read as follows:

14.304-2 Notification to late bidders.

When a bid, modification of bid, or withdrawal of bid is received late and it is clear from available information that it cannot be considered, the contracting officer shall promptly notify the bidder accordingly. However, when a late bid, modification of bid, or withdrawal of bid is transmitted to a contracting office in the United States or Canada by registered or certified mail or by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee and is received before award, the bidder shall be promptly notified substantially as follows: Your bid in response to Invitation for Bids Number _____ dated _____ for _____ [insert subject matter or short title] was received after the time for opening specified in the Invitation. Accordingly, your bid will not be opened or considered for award unless there is received from you by _____ [insert date] the original post office receipt for (insert one of the following, as appropriate):

(a) Registered or certified mail showing a date of mailing not later than the fifth calendar day before the date specified for opening (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

(b) U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee showing a date of mailing not later than 5:00 PM two Federal working days prior to the date specified for opening.

20. Section 14.407-1 is amended by revising paragraph (d) to read as follows:

14.407-1 General.

* * * * *

(d)(1) Award is generally made by using the Award portion of Standard Form (SF) 33, Solicitation, Offer, and Award, or SF 1447, Solicitation/Contract (see 53.214). If an offer on an SF 33 leads to further changes, the resulting contract shall be prepared as a bilateral document on SF 26, Award/Contract.

(2) Use of the Award portion of SF 33, SF 26, or SF 1447, does not preclude the additional use of informal documents, including telegrams, as notices of awards.

PART 15—CONTRACTING BY NEGOTIATION

21. Section 15.402 is amended by adding paragraphs (i) and (j) to read as follows:

15.402 General.

* * * * *

(i) Unless prohibited or otherwise restricted by agency procedures, contracting officers may authorize facsimile proposals (see 15.407(i)). In determining whether or not to authorize facsimile proposals, the contracting officer shall consider such factors as—

- (1) Anticipated proposal size and volume;
- (2) Urgency of the requirement;
- (3) Frequency of price changes;
- (4) Availability, reliability, speed, and capacity of the receiving facsimile equipment; and
- (5) Adequacy of administrative procedures and controls for receiving, identifying, recording, and safeguarding facsimile proposals, and ensuring their timely delivery to the proposal opening location.

(j) If facsimile proposals are authorized, contracting officers may, after the date set for receipt of proposal, request offeror(s) to provide the complete original signed proposal.

22. Section 15.406-1 is amended by adding paragraph (a)(8); and in the third sentence of paragraph (b) by removing the words "SF 33 or SF 26" and inserting in their place "SF 33, SF 26, or SF 1447" to read as follows:

15.406-1 Uniform contract format.

* * * * *

(a) * * *

(8) Contracts utilizing the simplified contract format (see 15.416).

* * * * *

23. Section 15.406-2 is amended by revising paragraphs (a)(1), the introductory text of paragraph (a)(3), and paragraph (a)(3)(vii) by inserting a period following the words "Zip Code"; and removing the remainder of the sentence to read as follows:

15.406-2 Part I—The Schedule.

(a) * * *

(1) Prepare RFP's on Standard Form 33, Solicitation, Offer and Award (53.301-33) or Standard Form 1447, Solicitation/Contract (53.301-1447), unless otherwise permitted by this regulation. The first page of the SF 33 or SF 1447 is the first page of the solicitation. The first page of the SF 33 includes section A of the uniform contract format. When the SF 1447 is used as the solicitation document, ensure the information in subdivisions (a)(3)(i) and (a)(3)(iv) of this subsection are inserted in block 9 of the SF 1447.

(3) When other than SF 33, SF 18, or SF 1447 is used, include the following on the first page of the solicitation:

24. Section 15.407 is amended by revising paragraphs (c)(6) and (c)(8); by adding in paragraph (f) the words "or SF 1447" following the words "SF 33"; and by adding paragraphs (c)(9), (i), and (j) to read as follows:

15.407 Solicitation provisions.

(c) * * *

(6) 52.215-10, Late Submissions, Modifications, and Withdrawals of Proposals, for solicitations issued in the United States and Canada for submission of offers to a contracting office in the United States or Canada;

(8) 52.215-12, Restriction on Disclosure and Use of Data; and

(9) 52.215-36, Late Submissions, Modifications, and Withdrawals of Proposals (Overseas), for solicitations under which offers are to be submitted to a contracting office outside the United States or Canada.

(i) The contracting officer shall insert the provision at 52.215-35, Annual Representations and Certifications—Negotiation, in requests for proposals if annual representations and certifications are utilized (see 14.213).

(j) The contracting officer shall insert the provision at 52.215-18, Facsimile Proposals, in solicitations if facsimile proposals are authorized (see 15.402(i)).

25. Section 15.412 is amended by revising paragraph (e) to read as follows:

15.412 Late proposals and modifications.

(e) When a late proposal or modification is transmitted to a contracting officer in the United States or Canada by registered or certified mail or by U.S. Postal Service Express Mail

Next Day Service-Post Office to Addressee and is received before award, the offeror shall be promptly notified substantially in accordance with the notice in 14.304-2, appropriately modified to relate to proposals.

26. Section 15.414 is revised to read as follows:

15.414 Forms.

(a) Standard Form 33 (SF 33), Solicitation, Offer and Award (see 53.301-33), shall be used in connection with the solicitation and award of negotiated contracts. Award may be made using the Award portion of SF 33, except as provided in paragraph (b) of this section.

(b) Standard Form 26 (SF 26), Award/Contract (see 53.301-26), shall be used when entering into negotiated contracts when the prospective contractor has amended its offer, unless—

(1) The contract is for the construction, alteration, or repair of buildings, bridges, roads, or other real property;

(2) The acquisition is one for which the FAR prescribes special contract forms; or

(3) Use of a purchase order is appropriate.

(c) Standard Form 1447 (SF 1447), Solicitation/Contract (see 53.301-1447), shall be used in connection with negotiated acquisitions that use the simplified contract format and may be used in lieu of the SF 26 or SF 33 for other acquisitions. Award is generally made using the award portion of the SF 1447 (see 53.215-1).

27. Section 15.416 is added to read as follows:

15.416 Simplified contract format.

For firm-fixed-price or fixed-price with economic price adjustment acquisitions of supplies and services, the contracting officer may use the simplified contract format in lieu of the uniform contract format (see 14.201-1).

PART 25—FOREIGN ACQUISITION**25.102 [Amended]**

28. Section 25.102 is amended in paragraph (a)(4) by removing the words "one or more agencies have determined."

29. Section 25.108 is amended by revising paragraphs (a) and (b); and by alphabetically adding in paragraph (d)(1) the items "Rabbit fur felt", and "Yarn, 50 Denier rayon" to read as follows:

25.108 Excepted articles, materials, and supplies.

(a) One or more agencies have determined that the articles, materials, and supplies listed in paragraph (d) of this section are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. The list in paragraph (d) of this section is furnished for information only; an article, material or supply listed therein may be treated as domestic only when the agency concerned has made a determination that it is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality.

(b) Agencies making determinations under 25.102(a)(4) or 25.202(a)(3) for unlisted articles, materials, or supplies shall submit a copy of these determinations to the appropriate FAR Council for possible addition of items to the list.

25.202 [Amended]

30. Section 25.202 is amended in paragraph (a)(3) by removing the words "One or more agencies have determined that the" and inserting in their place the word "The".

PART 28—BONDS AND INSURANCE

31. Section 28.101-4 is revised to read as follows:

28.101-4 Noncompliance with bid guarantee requirements.

(a) In sealed bidding, noncompliance with a solicitation requirement for a bid guarantee requires rejection of the bid, except in the situations described in paragraph (c) of this subsection when the noncompliance shall be waived.

(b) In negotiation, noncompliance with a solicitation requirement for a bid guarantee requires rejection of an initial proposal as unacceptable, if a determination is made to award the contract based on initial proposals without discussion, except in the situations described in paragraph (c) of this subsection when noncompliance shall be waived. (See 15.610(a) for conditions regarding making awards based on initial proposals.) If the conditions for awarding based on initial proposals are not met, deficiencies in bid guarantees submitted by offerors determined to be in the competitive range shall be addressed during discussions and the offeror shall be given an opportunity to correct the deficiency.

(c) Noncompliance with a solicitation requirement for a bid guarantee shall be waived in the following circumstances unless the contracting officer determines in writing that acceptance of the bid would be detrimental to the Government's interest when—

(1) Only one offer is received. In this case, the contracting officer may require the furnishing of the bid guarantee before award;

(2) The amount of the bid guarantee submitted is less than required, but is equal to or greater than the difference between the offer price and the next higher acceptable offer;

(3) The amount of the bid guarantee submitted, although less than that required by the solicitation for the maximum quantity offered, is sufficient for a quantity for which the offeror is otherwise eligible for award. Any award to the offeror shall not exceed the quantity covered by the bid guarantee;

(4) The bid guarantee is received late, and late receipt is waived under 14.304;

(5) A bid guarantee becomes inadequate as a result of the correction of a mistake under 14.406 (but only if the bidder will increase the bid guarantee to the level required for the corrected bid);

(6) A telegraphic offer modification is received without corresponding modification of the bid guarantee, if the modification expressly refers to the previous offer and the offeror corrects any deficiency in bid guarantee;

(7) An otherwise acceptable bid bond was submitted with a signed offer, but the bid bond was not signed by the offeror;

(8) An otherwise acceptable bid bond is erroneously dated or bears no date at all; or

(9) A bid bond does not list the United States as obligee, but correctly identifies the offeror, the solicitation number, and the name and location of the project involved, so long as it is acceptable in all other respects.

32. Section 28.106-1 is amended by revising the first sentence of the introductory text and paragraphs (e), (h), (i), and (j); and by adding paragraphs (n) and (o) to read as follows:

28.106-1 Bonds and bond-related forms.

The following Standard Forms (SF's) and Optional Forms (OF's) shown in 53.301 and 53.302 shall be used, except in foreign countries, when a bid bond, performance or payment bond, or an individual surety is required. * * *

(e) SF 28, Affidavit of Individual Surety (see 28.203).

(h) SF 273, Reinsurance Agreement for a Miller Act Performance Bond (see 28.202(a)(4)).

(i) SF 274, Reinsurance Agreement for a Miller Act Payment Bond (see 28.202(a)(4)).

(j) SF 275, Reinsurance Agreement in Favor of the United States (see 28.202(a)(4)).

(n) OF 90, Release of Lien on Real Property (see 28.203-5).

(o) OF 91, Release of Personal Property from Escrow (see 28.203-5).

28.202 [Removed]

33. Section 28.202 is removed.

28.202-1 [Redesignated as 28.202]

34. Section 28.202-1 is redesignated as new section 28.202, and the section title and paragraph (d) are revised to read as follows:

28.202 Acceptability of corporate sureties.

(d) The Department of the Treasury Circular 570 may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 401 14th St., SW, 2nd Floor—West Wing, Washington, DC 20227.

28.202-2 [Removed]

35. Section 28.202-2 is removed.

28.203-1 [Redesignated as 28.204-1]

36. Section 28.203-1 is redesignated as 28.204-1.

28.203-2 [Redesignated as 28.204-2]

37. Section 28.203-2 is redesignated as 28.204-2.

28.203 [Redesignated as 28.204]

38. Section 28.203 is redesignated as 28.204, and new section 28.203 is added to read as follows:

28.203 Acceptability of individual sureties.

(a) An individual surety is acceptable for all types of bonds except position schedule bonds. The contracting officer shall determine the acceptability of individuals proposed as sureties, and shall ensure that the surety's pledged assets are sufficient to cover the bond obligation. (See 28.203-7 for information on excluded individual sureties.)

(b) An individual surety must execute the bond, and the unencumbered value of the assets (exclusive of all outstanding pledges for other bond obligations) pledged by the individual surety, must equal or exceed the penal amount of each bond. The individual surety shall execute the Standard Form 28 and provide a security interest in accordance with 28.203-1. One

individual surety is adequate support for a bond, provided the unencumbered value of the assets pledged by that individual surety equal or exceed the amount of the bond. An offeror may submit up to three individual sureties for each bond, in which case the pledged assets, when combined, must equal or exceed the penal amount of the bond. Each individual surety must accept both joint and several liability to the extent of the penal amount of the bond.

(c) If the contracting officer determines that no individual surety in support of a bid guarantee is acceptable, the offeror utilizing the individual surety shall be rejected as nonresponsible, except as provided in 28.101-4. A finding of nonresponsibility based on unacceptability of an individual surety, need not be referred to the Small Business Administration for a competency review. (See 19.602-1(a)(2)(i) and 61 Comp. Gen. 456 (1982).)

(d) A contractor submitting an unacceptable individual surety in satisfaction of a performance or payment bond requirement may be permitted a reasonable time, as determined by the contracting officer, to substitute an acceptable surety for a surety previously determined to be unacceptable.

(e) When evaluating individual sureties, contracting officers may obtain assistance from the office identified in 28.202(d).

(f) Contracting officers shall obtain the opinion of legal counsel as to the adequacy of the documents pledging the assets prior to accepting the bid guarantee and payment and performance bonds.

(g) Evidence of possible criminal or fraudulent activities by an individual surety shall be referred to the appropriate agency official in accordance with agency procedures.

39. Section 28.203-1 is added to read as follows:

28.203-1 Security interests by an individual surety.

(a) An individual surety may be accepted only if a security interest in assets acceptable under 28.203-2 is provided to the Government by the individual surety. The security interest shall be furnished with the bond.

(b) The value at which the contracting officer accepts the assets pledged must be equal to or greater than the aggregate penal amounts of the bonds required by the solicitation and may be provided by one or a combination of the following methods:

(1) An escrow account with a federally insured financial institution in

the name of the contracting agency. (See 28.203-2(b)(2) with respect to Government securities in book entry form.) Acceptable securities for deposit in escrow are discussed in 28.203-2. While the offeror is responsible for establishing the escrow account, the terms and conditions must be acceptable to the contracting officer. At a minimum, the escrow account shall provide for the following:

(i) The account must provide the contracting officer the sole and unrestricted right to draw upon all or any part of the funds deposited in the account. A written demand for withdrawal shall be sent to the financial institution by the contracting officer, after obtaining the concurrence of legal counsel, with a copy to the offeror/contractor and to the surety. Within the time period specified in the demand, the financial institution would pay the Government the amount demanded up to the amount on deposit. If any dispute should arise between the Government and the offeror/contractor, the surety, or the subcontractors or suppliers with respect to the offer or contract, the financial institution would be required, unless precluded by order of a court of competent jurisdiction, to disburse monies to the Government as directed by the contracting officer.

(ii) The financial institution would be authorized to release to the individual surety all or part of the balance of the escrow account, including any accrued interest, upon receipt of written authorization from the contracting officer.

(iii) The Government would not be responsible for any costs attributable to the establishment, maintenance, administration, or any other aspect of the account.

(iv) The financial institution would not be liable or responsible for the interpretation of any provisions or terms and conditions of the solicitation or contract.

(v) The financial institution would provide periodic account statements to the contracting officer.

(vi) The terms of the escrow account could not be amended without the consent of the contracting officer.

(2) A lien on real property, subject to the restrictions in 28.203-2 and 28.203-3.

40. Section 28.203-2 is redesignated as 28.204-2 and new section 28.203-2 is added to read as follows:

28.203-2 Acceptability of assets.

(a) The Government will accept only cash, readily marketable assets, or irrevocable letters of credit from a federally insured financial institution

from individual sureties to satisfy the underlying bond obligations.

(b) Acceptable assets include—

(1) Cash, or certificates of deposit, or other cash equivalents with a federally insured financial institution;

(2) United States Government securities at market value. (An escrow account is not required if an individual surety offers Government securities held in book entry form at a depository institution. In lieu thereof, the individual shall provide evidence that the depository institution has (i) placed a notation against the individual's book entry account indicating that the security has been pledged in favor of the respective agency; (ii) agreed to notify the agency prior to maturity of the security; and (iii) agreed to hold the proceeds of the security subject to the pledge in favor of the agency until a substitution of securities is made or the security interest is formally released by the agency);

(3) Stocks and bonds actively traded on a national U.S. security exchange with certificates issued in the name of the individual surety. National security exchanges are—(i) the New York Stock Exchange; (ii) the American Stock Exchange; (iii) the Boston Stock Exchange; (iv) the Cincinnati Stock Exchange; (v) the Midwest Stock Exchange; (vi) the Philadelphia Stock Exchange; (vii) the Pacific Stock Exchange; and (viii) the Spokane Stock Exchange. These assets will be accepted at 90 percent of their 52-week low, as reflected at the time of submission of the bond. Stock options and stocks on the over-the-counter (OTC) market or NASDAQ Exchanges will not be accepted. Assistance in evaluating the acceptability of securities may be obtained from the Securities and Exchange Commission, Division of Enforcement, 450 Fifth Street NW., Washington, DC 20549.

(4) Real property owned in fee simple by the surety without any form of concurrent ownership, except as provided in subdivision (c)(3)(iii) of this subsection, and located within the 50 United States, its territories, or possessions. These assets will be accepted at 100 percent of the most current tax assessment value (exclusive of encumbrances) or 75 percent of the properties' unencumbered market value provided a current appraisal is furnished (see 28.203-3).

(5) Irrevocable letters of credit (ILC) issued by a federally insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided.

(c) Unacceptable assets include but are not limited to—

(1) Notes or accounts receivable;

(2) Foreign securities;

(3) Real property as follows:

(i) Real property located outside the United States, its territories, or possessions.

(ii) Real property which is a principal residence of the surety.

(iii) Real property owned concurrently regardless of the form of co-tenancy (including joint tenancy, tenancy by the entirety, and tenancy in common) except where all co-tenants agree to act jointly.

(iv) Life estates, leasehold estates, or future interests in real property.

(4) Personal property other than that listed in paragraph (b) of this subsection (e.g., jewelry, furs, antiques);

(5) Stocks and bonds of the individual surety in a controlled, affiliated, or closely held concern of the offeror/contractor;

(6) Corporate assets (e.g., plant and equipment);

(7) Speculative assets (e.g., mineral rights);

(8) Letters of credit, except as provided in 28.203-2(b)(5).

41. Sections 28.203-3 through 28.203-7 are added to read as follows:

28.203-3 Acceptance of real property.

(a) Whenever a bond with a security interest in real property is submitted, the individual surety shall provide—

(1) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This list entitled List of Approved Attorneys, Abstracters, and Title Companies is available from the Title Unit, Land Acquisition Section, Land and Natural Resource Division, Department of Justice, Washington, DC 20530. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government under paragraph (d) of this subsection;

(2) Evidence of the amount due under any encumbrance shown in the evidence of title;

(3) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of

Professional Appraisal Practice as promulgated by the Appraisal Foundation, 1029 Vermont Avenue NW, Washington, DC 20005.

(b) Failure to provide evidence that the lien has been properly recorded will render the offeror nonresponsible.

(c) The individual surety is liable for the payment of all administrative costs of the Government, including legal fees, associated with the liquidation of pledged real estate.

(d) The following format, or any document substantially the same, shall be used by the surety and recorded in the local recorder's office when a surety pledges real estate on Standard Form 28, Affidavit of Individual Surety.

Lien on Real Estate

I/we agree that this instrument constitutes a lien in the amount of \$_____ on the property described in this lien. The rights of the United States Government shall take precedence over any subsequent lien or encumbrance until the lien is formally released by a duly authorized representative of the United States. I/we hereby grant the United States the power of sale of subject property, including the right to satisfy its reasonable administrative costs, including legal fees associated with any sale of subject property, in the event of contractor default if I/we otherwise fail to satisfy the underlying () bid guarantee, () performance bond, () or payment bond obligations as an individual surety on solicitation/contract number _____. The lien is upon the real estate now owned by me/us described as follows: (legal description, street address and other identifying description)

IN WITNESS HEREOF, I/we have hereunto affixed my/our hand(s) and seal(s) this _____ DAY OF _____ 19____.

WITNESS:

(SEAL)

I, _____, a Notary Public in and for the (CITY) _____, (STATE) _____, do hereby certify that _____, a party or parties to a certain Agreement bearing the date _____ day of _____ 19____, and hereunto annexed, personally appeared before me, the said _____ being personally well known to me as the person(s) who executed said lien, and acknowledged the same to be his/her/their act and deed. GIVEN under my hand and seal this _____ day of _____ 19____.

NOTARY PUBLIC, STATE _____
My Commission expires:

28.203-4 Substitution of assets.

An individual surety may request the Government to accept a substitute asset for that currently pledged by submitting a written request to the responsible contracting officer. The contracting officer may agree to the substitution of assets upon determining, after consultation with legal counsel, that the substitute assets to be pledged are adequate to protect the outstanding bond or guarantee obligations. If acceptable, the substitute assets shall be pledged as provided for in Subpart 28.2

28.203-5 Release of lien.

(a) After consultation with legal counsel, the contracting officer shall release the security interest on the individual surety's assets using the Optional Form 90, Release of Lien on Real Property, or Optional Form 91, Release of Personal Property from Escrow, or a similar release as soon as possible consistent with the conditions in subparagraphs (a) (1) and (2) of this subsection. A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release.

(1) *Contracts subject to the Miller Act.* The security interest shall be maintained for the later of (i) 1 year following final payment, (ii) until completion of any warranty period (applicable only to performance bonds), or (iii) pending resolution of all claims filed against the payment bond during the 1-year period following final payment.

(2) *Contracts not subject to the Miller Act.* The security interest shall be maintained for 90 days following final payment or until completion of any warranty period (applicable only to performance bonds), whichever is later.

(b) Upon written request, the contracting officer may release the security interest on the individual surety's assets in support of a bid guarantee based upon evidence that the offer supported by the individual surety will not result in contract award.

(c) Upon written request by the individual surety, the contracting officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the contractor's obligations under its performance bond. Release of the security interest in support of a payment bond must comply with the subparagraphs (a) (1) and (2) of this

subsection. In making this determination, the contracting officer will give consideration as to whether the unreleased portion of the lien is sufficient to cover the remaining contract obligations, including payments to subcontractors and other potential liabilities. The individual surety shall, as a condition of the partial release, furnish an affidavit agreeing that the release of such assets does not relieve the individual surety of its obligations under the bond(s).

28.203-6 Contract clause.

Insert the clause at 52.228-11 in solicitations and contracts which require the submission of bid guarantees, performance, or payment bonds.

28.203-7 Exclusion of individual sureties.

(a) An individual may be excluded from acting as a surety on bonds submitted by offerors on procurement by the executive branch of the Federal Government, by the acquiring agency's head or designee utilizing the procedures in Subpart 9.4. The exclusion shall be for the purpose of protecting the Government.

(b) An individual may be excluded for any of the following causes:

(1) Failure to fulfill the obligations under any bond.

(2) Failure to disclose all bond obligations.

(3) Misrepresentation of the value of available assets or outstanding liabilities.

(4) Any false or misleading statement, signature or representation on a bond or affidavit of individual suretyship.

(5) Any other cause affecting responsibility as a surety of such serious and compelling nature as may be determined to warrant exclusion.

(c) An individual surety excluded pursuant to this subsection shall be included on the list entitled Parties Excluded from Procurement Programs. (See 9.404.)

(d) Contracting officers shall not accept the bonds of individual sureties whose names appear on the list entitled Parties Excluded from Procurement Programs (see 9.404) unless the acquiring agency's head or a designee states in writing the compelling reasons justifying acceptance.

(e) An exclusion of an individual surety under this subsection will also preclude such party from acting as a contractor in accordance with Subpart 9.4.

28.204-1 [Amended]

42. Section 28.204-1, as redesignated from 28.203-1, is amended by removing in the first sentence the citation "6 U.S.C. 15" and inserting in its place "31 U.S.C. 9303"; and by removing the date "February 6, 1935" and inserting in its place "July 1, 1978".

43. Section 28.204-2, as redesignated from 28.203-2, is amended by revising the section heading to read as follows:

28.204-2 Certified or cashiers checks, bank drafts, money orders, or currency.

PART 32—CONTRACT FINANCING

44. Section 32.503-6 is amended by revising in paragraph (b)(1) the third sentence to read as follows:

32.503-6 Suspension or reduction of payments.

(b) * * * If the system or controls are deemed inadequate, progress payments shall be suspended (or the portion of progress payments associated with the unacceptable portion of the contractor's accounting system shall be suspended) until the necessary changes have been made.

PART 36—CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

45. Section 36.201 is amended by revising paragraph (a)(1) to read as follows:

36.201 Evaluation of contractor performance.

(a) *Preparation of performance evaluation reports.* (1) The contracting activity shall evaluate contractor performance and prepare a performance report using the SF 1420, Performance Evaluation (Construction Contracts), for each construction contract of—

- (i) \$500,000 or more; or
- (ii) More than \$10,000, if the contract was terminated for default.

46. Section 36.505 is revised to read as follows:

36.505 Material and workmanship.

The contracting officer shall insert the clause at 52.236-5, Material and Workmanship, in solicitations and contracts for construction contracts.

47. Section 36.507 is revised to read as follows:

36.507 Permits and responsibilities.

The contracting officer shall insert the clause at 52.236-7, Permits and Responsibilities, in solicitations and contracts when a fixed-price or cost-

reimbursement construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated.

36.520 [Removed]

48. Section 36.520 is removed.

36.521 [Redesignated as 36.520]

49. Section 36.521 is redesignated as 36.520.

36.602-3 [Amended]

50. Section 36.602-3 is amended in the first sentence of paragraph (c) by inserting a period following the word "services" and removing the phrase "when the prospective architect-engineer contract is estimated to exceed \$10,000."

36.602-5 [Amended]

51. Section 36.502-5 is amended in the section title and in the first sentence of the introductory text by removing in each place the figure "\$10,000" and inserting in each place the words "the small purchase limitation".

PART 42—CONTRACT ADMINISTRATION

52. Section 42.302 is amended by revising paragraph (a)(39) to read as follows:

42.302 Contract administration functions.

(a) * * *

(39) Ensure contractor compliance with contractual safety requirements.

53. Section 42.1406-1 is amended by revising the second sentence to read as follows:

42.1406-1 Advance notice.

* * * Generally, this notification is required only for classified material; sensitive, controlled, and certain other protected material; explosives, and some other hazardous materials; selected shipments requiring movement control; or minimum carload or truckload shipments. * * *

54. Section 42.1406-2 is revised to read as follows:

42.1406-2 Contract clause.

The contracting officer shall insert the clause at 52.242-12, Report of Shipment (REPSHIP), in solicitations and contracts when advance notice of shipment is required for safety or security reasons, or where carload or truckload shipments will be made to DoD installations or, as required, to civilian agency facilities.

PART 45—GOVERNMENT PROPERTY

45.305 [Removed and Reserved]

55. Section 45.305 is removed and reserved.

56. Section 45.306-2 is amended by revising the section and the title to read as follows:

45.306-2 Special tooling under cost-reimbursement contracts.

Title to special tooling under cost-reimbursement contracts is acquired by the Government in all cases. The clause used for this purpose is 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).

57. Section 45.306-3 is amended by revising the section and the title to read as follows:

45.306-3 Special tooling under fixed-price contracts.

(a) *Criteria for acquisition.* In deciding whether or not to acquire title to special tooling, or rights to title, under fixed-price contracts, the contracting officer shall consider the following factors:

(1) The current or probable future need of the Government for the items involved (including in-house use) and the estimated cost of producing them if not acquired.

(2) The estimated residual value of the items.

(3) The administrative burden and other expenses incident to reporting, recordkeeping, preparation, handling transportation, and storage.

(4) The feasibility and probable cost of making the items available to other offerors in the event of future acquisitions.

(5) The amount offered by the contractor for the right to retain the items.

(6) The affect on future competition and contract pricing.

(b) *Decision not to acquire special tooling.* In contracts in which the Government will not acquire title to special tooling, or rights to title, special requirements may be included in the Schedule of the contract (e.g., requirement governing the contractor's capitalization of special tooling costs).

45.306-4 [Removed and Reserved]

58. Section 45.306-4 is removed and reserved.

59. Section 45.306-5 is added to read as follows:

45.306-5 Contract clause.

The contracting officer shall insert the clause at 52.245-17, Special Tooling, in solicitations and contracts when a fixed-price contract is contemplated, and either the contract will include special tooling provided by the Government or the Government will acquire title or right to title in special tooling to be

acquired or fabricated by the contractor for the Government, other than special tooling to be delivered as an end item under the contract. The Special Tooling clause shall apply to all special tooling accountable to the contract.

45.307-1 [Amended]

60. Section 45.307-1 is amended by removing in paragraph (b) the reference "45.306-2(c)" and inserting in its place the reference "45.306-3(a)".

61. Section 45.307-3 is added to read as follows:

45.307-3 Contract clause.

The contracting officer shall insert the clause at 52.245-18, Special Test Equipment, in solicitations and contracts when contracting by negotiation and the contractor will acquire or fabricate special test equipment for the Government but the exact identification of the special test equipment to be acquired or fabricated is unknown.

45.308 [Amended]

62. Section 45.308 is amended by removing paragraphs (a) and (b). The section heading remains.

63. Section 45.308-1 is added to read as follows:

45.308-1 General.

(a) The contracting officer may provide Government production and research property on an "as is" basis for performing fixed-price, time-and-material, and labor-hour contracts. It may also be furnished under a facilities contract, in which case the contract shall state that the contractor will not be reimbursed for transporting, installing, modifying, repairing, or otherwise making the property ready for use.

(b) When the property is provided under other than a facilities contract, the solicitation shall state that—

(1) Offerors may inspect the property before submitting offers and the conditions under which it may be inspected;

(2) The property is offered in its current condition, f.o.b. present location (provide specific locations);

(3) Offerors must satisfy themselves that the property is suitable for their use;

(4) The successful offeror shall bear the cost of transporting, installing, modifying, repairing, or otherwise making the property suitable for use; and

(5) Evaluations will be made in accordance with Subpart 45.2 to eliminate any competitive advantage resulting from using the property.

64. Section 45.308-2 is added to read as follows:

45.308-2 Contract clause.

The contracting officer shall insert the clause at 52.245-19, Government Property Furnished "As Is," in solicitations and contracts when a contract other than a consolidated facilities contract, a facilities acquisition contract, or a facilities use contract is contemplated and Government production and research property is to be furnished "as is" (see 45.106 for additional clauses that may be required).

PART 47—TRANSPORTATION

65. Section 47.104-4 is amended by revising paragraph (b) to read as follows:

47.104-4 Contract clause.

(b) The contracting officer may insert the clause at 52.247-1, Commercial Bill of Lading Notations, in solicitations and contracts awarded within the small purchase limitation at 13.000 when it is contemplated that the delivery terms will be f.o.b. origin.

66. Section 47.305-16 is amended by revising the section title and by revising paragraph (b) to read as follows:

47.305-16 Shipping characteristics.

(b) *Guaranteed shipping characteristics.* (1) The contracting officer shall insert in solicitations and contracts, excluding those awarded under the small purchase procedures of Part 13, the clause at 52.247-60, Guaranteed Shipping Characteristics, when shipping and other characteristics are required to evaluate offers as to transportation costs. When all of the shipping characteristics listed in paragraph (a) of the clause at 52.247-60 are not required to evaluate offers as to transportation costs, the contracting officer shall delete the characteristics not required from the clause.

(2) The award document shall show the shipping characteristics used in the evaluation.

PART 49—TERMINATION OF CONTRACTS

67. Section 49.402-3 is amended by revising paragraph (e)(2) to read as follows:

49.402-3 Procedure for default.

(e) (2) When a termination for default appears imminent, the contracting officer shall provide a written notification to the surety. If the

contractor is subsequently terminated for default, a copy of the notice of default shall be sent to the surety.

PART 52—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

52.102-1 [Amended]

68. Section 52.102-1 is amended by removing paragraph (d).

69. Section 52.102-2 is amended by adding paragraph (c) to read as follows:

52.102-2 Incorporation in full text.

(c) Provisions completed as annual representations and certifications are not required to be incorporated in solicitations in full text.

70. Section 52.107 is amended by revising paragraphs (a) and (b) to read as follows:

52.107 Provisions and clauses prescribed in Subpart 52.1.

(a) The contracting officer shall insert the provision at 52.252-1, Solicitation Provisions Incorporated by Reference, in solicitations in order to incorporate provisions by reference.

(b) The contracting officer shall insert the clause at 52.252-2, Clauses Incorporated by Reference, in solicitations and contracts in order to incorporate clauses by reference.

52.204-1 [Amended]

71. Section 52.204-1 is amended by removing in the title of the clause the date "(MAR 1989)" and inserting in its place "(DEC 1989)"; and by removing within the brackets in the clause the words "[fill in name of agency official]" and insert in their place "[identify title of designated agency official here]".

52.212-4 [Amended]

72. Section 52.212-4 is amended in paragraphs (b) and (c) by removing the words "Termination for Default-Supplies and Services" and by inserting in their place "Default-Fixed-Price Supply and Service".

73. Section 52.214-3 is amended by removing in the title of the provision the date "(NOV 1988)" and inserting in its place "(DEC 1989)"; and by revising paragraph (b) to read as follows:

52.214-3 Amendments to Invitations for Bids.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date

in space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

74. Section 52.214-5 is revised to read as follows:

52.214-5 Submission of Bids.

As prescribed in 14.201-6(c)(1), insert the following provision:

Submission of Bids (DEC 1989)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation number, and name and address of the bidder, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(c) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(End of provision)

75. Section 52.214-7 is revised to read as follows:

52.214-7 Late Submissions, Modifications, and Withdrawals of Bids.

As prescribed in 14.201-6(c)(3), insert the following provision:

Late Submissions, Modifications, and Withdrawals of Bids (December 1989)

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it—

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on

the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late.

"Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-15 [Amended]

76. Section 52.214-15 is amended in the introductory text by inserting a colon following the word "provision" and removing the remainder of the sentence.

77. Section 52.214-23 is revised to read as follows:

52.214-23 Late Submissions, Modifications, and Withdrawals of Technical Proposals Under Two-Step Sealed Bidding.

As prescribed in 14.201-6(r), insert the following provision:

Late Submissions, Modifications, and Withdrawals of Technical Proposals Under Two-Step Sealed Bidding (December 1989)

(a) Any technical proposal under step one of two-step sealed bidding received at the office designated in this solicitation after the exact time specified for receipt will not be considered unless it is received before the invitation for bids in step two is issued and it—

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of technical proposals (e.g., technical proposal submitted in response to a solicitation requiring receipt of technical proposals by the 20th of the month must have been mailed by the 15th);

(2) Was sent (i) by mail, or (ii) if authorized, by telegram (including mailgram) or via facsimile, and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office To Addressee, not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of technical proposals. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Is the only technical proposal received.

(b) Any modification of a technical proposal is subject to the same conditions as in paragraph (a) of this provision, except that (1) the use of a telegram (or mailgram) is authorized, and (2) if the solicitation authorizes facsimile bids, technical proposals may be modified via facsimile received at any time before the exact time set for receipt of bids under step two, subject to the conditions specified in the provision entitled "Facsimile Bids."

(c) Technical proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids under step two. If the solicitation authorizes facsimile bids, technical proposals may be withdrawn via facsimile received at any time before the exact time set for receipt of bids under step two, subject to the conditions specified in the provision entitled "Facsimile Bids." Technical proposals may be withdrawn in person by the submitter or the submitter's authorized representative if, before the exact time set for receipt of bids in step two, the identity of the person requesting withdrawal is established and that person signs a receipt for the technical proposal.

(d) The only acceptable evidence to establish the date of mailing of a late technical proposal, modification, or withdrawal of a technical proposal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a

legible date, or the technical proposal, modification, or withdrawal of technical proposal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, submitters of technical proposals should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) The only acceptable evidence to establish the date of mailing of a late technical proposal, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, submitters of technical proposals should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper. (End of provision)

78. Section 52.214-30 is added to read as follows:

52.214-30 Annual Representations and Certifications—Sealed Bidding.

As prescribed in 14.201-6(u), insert the following provision:

Annual Representations and Certifications—Sealed Bidding (December 1989)

The bidder certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated _____ (insert date of signature of submission), which are incorporated herein by reference, have been submitted to the contracting office issuing this solicitation and that the submittal is current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):

☐ (b) Are enclosed.

(End of provision)

79. Sections 52.214-31, 52.214-32, and 52.214-33 are added to read as follows:

52.214-31 Facsimile Bids.

As prescribed in 14.201-6(w), insert the following provision:

Facsimile Bids (December 1989)

(a) Definition. "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the

Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time, specified in the solicitation.

(c) Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.

(d) Facsimile bids must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile bid. However, if requested to do so by the Contracting Officer, the apparently successful bidder agrees to promptly submit the complete original signed bid.

(f) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment:

(2) Compatibility characteristics of receiving facsimile equipment (e.g., make and model number, receiving speed, communications protocol):

(g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

(1) Receipt of garbled or incomplete bid.
(2) Availability or condition of the receiving facsimile equipment.
(3) Incompatibility between the sending and receiving equipment.
(4) Delay in transmission or receipt of bid.
(5) Failure of the bidder to properly identify the bid.

(6) Illegibility of bid.
(7) Security of bid data.

(End of provision)

52.214-32 Late Submissions, Modifications, and Withdrawals of Bids (Overseas).

As prescribed in 14.201-6(c)(4), insert the following provision:

Late Submissions, Modifications, and Withdrawals of Bids (Overseas) (December 1989)

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date

stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(e) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and that person signs a receipt for the bid.

(End of provision)

52.214-33 Late Submissions, Modifications, and Withdrawals of Technical Proposals Under Two-Step Sealed Bidding (Overseas).

As prescribed in 14.201-6(v), insert the following provision:

Late Submissions, Modifications, and Withdrawals of Technical Proposals Under Two-Step Sealed Bidding (Overseas) (December 1989)

(a) Any technical proposal under step one of two-step sealed bidding received at the office designated in this solicitation after the exact time specified for receipt will not be considered unless it is received before the invitation for bids in step two is issued and it—

(1) Was sent (i) by mail, or (ii) if authorized by the solicitation, was sent by telegram (including mailgram) or via facsimile, and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(2) Is the only technical proposal received.

(b) Any modification of a technical proposal is subject to the same conditions as in paragraph (a) of this provision, except that (1) the use of a telegram (or mailgram) is authorized, and (2) if the solicitation authorizes facsimile bids, technical proposals may be modified via facsimile received at any time before the exact time set for receipt of bids under step two, subject to the conditions specified in the provision entitled "Facsimile Bids."

(c) Technical proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids under step two. If the solicitation authorizes facsimile bids, technical proposals may be withdrawn via facsimile received at any time before the exact time set for receipt of bids under step two, subject to the conditions specified in the provision entitled "Facsimile Bids." Technical proposals may be withdrawn in person by the submitter or the submitter's authorized

representative if, before the exact time set for receipt of bids in step two, the identity of the person requesting withdrawal is established and that person signs a receipt for the technical proposal.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation. (End of provision)

80. Section 52.215-2 is amended by removing in the title of the clause the date "(APR 1988)" and inserting in its place the date "(DEC 1989)"; by revising paragraphs (a), (b), and (e) of the clause; and by adding paragraph (f) to read as follows:

52.215-2 Audit-Negotiation.

(a) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain—and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit—books, records, documents, and other evidence and accounting procedures and practices, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(b) *Cost or pricing data.* If, pursuant to law, the Contractor has been required to submit cost or pricing data in connection with pricing this contract or any modification to this contract, the Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit all of the Contractor's books, records, documents, and other data, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), including computations and projections, related to proposing, negotiating, pricing, or performing the contract or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

(e) Except as otherwise provided in FAR Subpart 4.7, Contractor Records Retention, the Contractor may transfer computer data in machine readable form from one reliable computer medium to another. The Contractor's computer data retention and transfer procedures shall maintain the

integrity, reliability, and security of the original data. The contractor's choice of form or type of materials described in paragraphs (a), (b), and (c) of this clause affects neither the Contractor's obligations nor the Government's rights under this clause.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts over \$10,000 under this contract, altering the clause only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

81. Section 52.215-8 is amended by removing in the title of the provision the date "November 1988" and inserting in its place "(December 1989)"; and by revising paragraph (b) to read as follows:

52.215-8 Amendments to Solicitations.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by (1) signing and returning the amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, (3) letter or telegram, or (4) facsimile, if facsimile offers are authorized in the solicitation. The Government must receive the acknowledgment by the time specified for receipt of offers.

82. Section 52.215-9 is revised to read as follows:

52.215-9 Submission of Offers.

As prescribed in 15.407(c)(5), insert the following provision:

Submission of Offers (December 1989)

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

(d) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government, and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

(End of provision)

83. Section 52.215-10 is revised to read as follows:

52.215-10 Late Submissions, Modifications, and Withdrawals of Proposals.

As prescribed in 15.407(c)(6), insert the following provision in requests for proposals:

Late Submissions, Modifications, and Withdrawals of Proposals (December 1989)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it—

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., and offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal

wrapper or other documentary evidence of receipt maintained by the installation.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(h) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(End of provision)

84. Section 52.215-18 is added to read as follows:

§ 52.215-18 Facsimile Proposals.

As prescribed in 15.407(i), insert the following provision:

Facsimile Proposals (December 1989)

(a) Definition. "Facsimile proposal," as used in this solicitation, means a proposal, modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Offerors may submit facsimile proposals as responses to this solicitation. These responses must arrive at the place, and by the time, specified in the solicitation.

(c) Facsimile proposals that fail to furnish required representations or information, or that reject any of the terms, conditions, and provisions of the solicitation, may be excluded from consideration.

(d) Facsimile proposals must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal.

(f) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment:

(2) Compatibility characteristics of receiving facsimile equipment (e.g., make and model number, receiving speed, communications protocol);

(g) If the offeror chooses to transmit a facsimile proposal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile proposal including, but not limited to, the following:

(1) Receipt of garbled or incomplete proposal.

(2) Availability or condition of the receiving facsimile equipment.

(3) Incompatibility between the sending and receiving equipment.

(4) Delay in transmission or receipt of proposal.

(5) Failure of the offeror to properly identify the proposal.

(6) Illegibility of proposal.

(7) Security of proposal data.

(End of provision)

85. Section 52.215-35 is added to read as follows:

52.215-35 Annual Representations and Certifications—Negotiation.

As prescribed in 15.407(i), insert the following provision:

Annual Representations and Certifications—Negotiation (December 1989)

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated _____ (insert date of signature on submission) which are incorporated herein by reference, have been submitted to the contracting office issuing this solicitation and that the submittal is current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):

☐ (b) Are enclosed.

(End of provision)

86. Section 52.215-36 is added to read as follows:

52.215-36 Late Submissions, Modifications and Withdrawals of Proposals (Overseas).

As prescribed in 15.407(c)(9), insert the following provision:

Late Submissions, Modifications, and Withdrawals of Proposals (Overseas) (December 1989)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it—

(1) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the Government the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(2) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraph (a)(1) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt was due solely to mishandling by the Government after receipt at the installation.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of the installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(e) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(f) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(End of provision)

87. Section 52.223-3 is amended by removing in the title of the clause the date "(AUG 1987)" and inserting in its place the date "(DEC 1989)" and by revising paragraph (d) of the clause to read as follows:

52.223-3 Hazardous Material Identification and Material Safety Data.

(d) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

52.225-1 [Amended]

88. Section 52.225-1 is amended by inserting a colon in the introductory text following the word "provision" and removing the remainder of the sentence; by removing in the title of the provision the date "(APR 1984)" and inserting in its place the date "(DEC 1989)"; by removing in the last paragraph of the provision the parenthetical phrase "(listed at 25.108 of the Federal Acquisition Regulation)"; and by removing the derivation lines following "(End of provision)".

89. Section 52.228-11 is added to read as follows:

52.228-11 Pledges of Assets.

As prescribed in 28.203-6, insert the following clause:

Pledges of Assets (February 1990)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond—

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of—

- (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government sureties held in book entry form) and/or;

- (2) A recorded lien on real estate. The offeror will be required to provide—

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation. (End of clause)

52.236-5 [Amended]

90. Section 52.236-5 is amended in the introductory text by inserting a colon following the word "clause" and removing the remainder of the sentence.

52.236-7 [Amended]

91. Section 52.236-7 is amended in the introductory text by inserting a colon following the word "clause" and removing the remainder of the sentence.

52.236-20 [Removed and Reserved]

92. Section 52.236-20 is removed and reserved.

93. Section 52.242-12 is amended in the introductory text by inserting a colon following the word "clause" and removing the remainder of the sentence; by removing in the title of the clause the date "(APR 1984)" and inserting in its

place "(DEC 1989)"; by removing the derivation line following "(End of clause)"; and by revising the first sentence of the clause to read as follows:

52.242-12 Report of Shipment (REPSHIP).

As prescribed in 42.1406-2, insert the following clause:

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii respectively) destination (other than a port for export). * * *

52.243-1 [Amended]

94. Section 52.243-1 is amended in the introductory text of Alternate V, paragraph (b), by removing the words "item required" and inserting in their place "time required".

52.244-3 [Amended]

95. Section 52.244-3 is amended in paragraph (b) by removing the reference "16.301-4" and inserting in its place "15.903(d)".

96. Section 52.245-2 is amended by removing in the title of the clause the date "(APR 1984)" and inserting in its place the date "(DEC 1989)"; by adding in paragraph (c)(2) a second sentence; by removing the six derivation lines following "(End of clause)"; and by revising paragraph (c)(3) to read as follows:

52.245-2 Government Property (Fixed-Price Contracts).

As prescribed in 45.106(b)(1), insert the following clause:

(c) * * *
(2) * * * However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. * * *

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is

earlier, whether or not title previously vested in the Government.

* * *

97. Section 52.245-17 is revised to read as follows:

52.245-17 Special Tooling.

As prescribed in 45.306-5, insert the following clause:

Special Tooling (December 1989)

(a) *Definition.* "Special tooling" means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacements of these items that are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or performing particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items. Special tooling for the purpose of this clause, includes all special tooling acquired or fabricated by the Contractor for the Government (other than special tooling to be delivered as a line item) or furnished by the Government for use in connection with and under the terms of the contract.

(b) *Title.* The Government retains title to Government-owned special tooling and option to take title to all special tooling subject to this clause until such time as title or option to take title is relinquished by the Contracting Officer as provided for in subparagraphs (j)(2) and (j)(3) of this clause.

(c) *Risk of loss.* Except to the extent that the Government shall have otherwise assumed the risk of loss to special tooling applicable to this clause, in the event of the loss, theft or destruction of or damage to any such property, the repair or replacement shall be accomplished by the Contractor at its own expense.

(d) *Special tooling furnished by the Government.* (1) Except as otherwise provided in this contract, all Government-furnished special tooling is provided "as is." The Government makes no warranty whatsoever with respect to special tooling furnished "as is," except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when last available for inspection by the Contractor under the solicitation.

(2) The Contractor may repair any special tooling made available on an "as is" basis. Such repair will be at the Contractor's expense, except as otherwise provided in this clause. Such property may be modified as necessary for use under this contract at the Contractor's expense, except as otherwise directed by the Contracting Officer. Any repair or modification of property furnished "as is" shall not affect the title of the Government.

(3) If there is any change in the condition of special tooling furnished "as is" from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the

solicitation or the Government directs a change in the quantity of special tooling furnished or to be furnished, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify the Contracting Officer detailing the facts, and, as directed by the Contracting Officer, either (i) return such items at the Government's expense or otherwise dispose of the property or (ii) effect repair to return the property to its condition when inspected under the solicitation or, if not inspected, last available for inspection under the solicitation. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall equitably adjust any contractual provisions affected by the return, disposition, or repair in accordance with procedures provided for in the Changes clause of this contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and the Government shall not be otherwise liable for any delivery of special tooling in a condition or in quantities other than that when originally offered.

(e) *Use of special tooling.* The Contractor may use special tooling subject to this clause on other Government effort when specifically approved in writing by the Contracting Officer for this contract and the Contracting Officer for the contract under which the special tooling will be used. Any other use of the special tooling shall be subject to advance written approval of the Contracting Officer. In the event the Government elects to remove any special tooling that is required for continued contract performance, the contract shall be equitably adjusted in accordance with paragraph (m) of this clause.

(f) *Property control.*—(1) *Records.* The Contractor's special tooling records shall provide the following minimum information regarding each item of special tooling subject to this clause and shall be made available for Government inspection at all reasonable times:

(i) Number or code of the contract to which the tooling is accountable and the number or code of the contract for which the tooling was originally acquired or fabricated.

(ii) Retention codes as defined below:
(A) *Primary Code.* Assign one of the following to each item of special tooling:

Code A. Spares Tooling. Required to produce a provisioned spare part or assembly.

Code B. Judgment (Insurance) Tooling. Fabrication tools for parts that are not provisioned spares but which in the judgment of the Contractor will be required at some time for logistic support of the end item.

Code C. Rate Tooling. Necessary to economically produce at increased rates (e.g., for mobilization or surge) but not essential for parts fabrication at low production rates.

Code D. Assembly Tooling. Required for manufacture of the end product but not required for production of spare parts. Those items having no postproduction need except for potential modification or resumed production programs.

(B) *Secondary Code.* Assign one or more of the following codes, as applicable, to each item of special tooling:

Code 1. Repair Tooling. Items which are capable of being used for repair of provisioned parts or assemblies.

Code 2. Replaceable Tooling. Spares or judgment tooling (primary retention codes A or B) which, in the opinion of the Contractor, can be effectively and economically replaced by "soft" tooling on an "as required" basis in lieu of retention of the "hard" production tooling for supporting postproduction requirements.

Code 3. Maintenance Tooling. Items which are capable of being used for depot level maintenance of the applicable end item or components thereof.

Code 4. Crash Damage Tooling. Items which apply to provisioned or nonprovisioned parts or assemblies which are designated as or have the potential of being required for crash damage repairs.

(iii) Nomenclature, function, or comparable code.

(iv) Tool part number or code.

(v) Tool identification number, or quantity of each tool part number or code, if tool identification number is not assigned.

(vi) Part number(s) of item(s) on which used (complete hierarchy of part numbers).

(vii) Unit price. (Estimates are acceptable.)

(viii) Storage method code. Assign one of the following:

Code J. Inside storage.

Code K. Outside storage.

Code L. Other.

(ix) Estimated weight of tool, if over 25 pounds.

(x) Estimated volume of tool, if over 3 cubic feet.

(xi) Location of Contractor, subcontractor, vendor for each item. Use Federal Supply Code for Manufacturers (FSCM), or name and address if code is not available.

(xii) All operation sheets or other data as are necessary to show the manufacturing operation or processes for which such items were used, designed, or modified.

(2) *Identification or tagging.* To the extent practicable, the Contractor shall identify all special tooling subject to this clause in accordance with the Contractor's identification procedures.

(g) *Maintenance.* The Contractor shall maintain special tooling in accordance with sound industrial practice. These requirements do not apply to those items designated by the Contracting Officer for disposal as scrap or identified as of no further interest to the Government under paragraph (j). Disposition instructions, of this clause.

(h) *Identification of excess special tooling.* The Contractor shall promptly identify and report all special tooling in excess of the amounts needed to complete full performance under this contract (see subdivision (i)(2)(i) of this clause).

(i) *Lists of special tooling.* The Contractor shall periodically prepare and distribute lists of special tooling as described below:

(1) *Special tooling list.* The list shall be furnished within 60 days after delivery of the first production end item under this contract or completion of the initial provisioning process, whichever is later, and shall include all special tooling subject to this clause as of the reporting date. However, if this contract represents the final production contract, the

Contractor shall provide this list of all tools not later than 180 days prior to scheduled delivery of the last production end item. If this is a contract for storage of special tooling, the list shall be provided within 60 days of contract implementation.

(2) *Excess special tooling list.*—(i) *Excess special tooling.* Except for items subject to subdivision (i)(2)(ii) of this clause, lists of special tooling excess to this contract shall be furnished within 60 days of the date that the item is determined to be excess. The Contractor shall include in this list the information prescribed in Format of lists, subparagraph (i)(3) of this clause, as well as the applicable excess code as follows:

Code V. Excess to contract requirements with no follow-on requirements.

Code W. Excess to contract requirements but can be used to support actual or anticipated follow-on requirements.

Code X. Excess due to changes in design or specification of the end items.

Code Y. Excess due to nonserviceable or nonrepairable condition.

Code Z. Other.

(ii) *Termination inventory.* These items shall be submitted on SF 1432 or by computer list attached to an SF 1432 in accordance with FAR 45.608. Format and content of this submission will be as prescribed by Format of lists, subparagraph (i)(3) of this clause, but will contain information as prescribed by FAR subpart 45.6, in effect on the date of award of this contract.

(3) *Format of lists.* Lists furnished by the Contractor shall state the type of list and shall include all information from subparagraph (f)(1), Records, of this clause, items (i) through (xi). All lists will be grouped by primary retention code as prescribed in subdivision (f)(1)(ii)(A) of this clause and further listed in tool part number sequence.

(4) *Distribution of lists.* The Contractor shall submit two copies of lists to each of the following recipients unless otherwise directed:

(i) The Contracting Officer.
(ii) The Administrative Contracting Officer.
(iii) The inventory control point designated by the contracting office.

(j) *Disposition instructions.* The Contracting Officer shall provide the Contractor with written disposition instructions within 180 days of receipt of the list as prescribed by subparagraph (i)(1) of this clause and within 90 days of the receipt of excess special tooling lists reported in accordance with subparagraph (i)(2) of this clause. The Contracting Officer may direct disposition by any of the methods listed in subparagraphs (j)(1) through (j)(3) of this clause, or a combination of such methods. The Contractor shall comply with such disposition instructions.

(1) The Contracting Officer may identify specific items of special tooling to be retained or give the Contractor a list specifying the products, parts, or services including follow-on requirements for which the Government may require special tooling and request the Contractor to identify all usable items of special tooling on hand that were designed for or used in the production or performance of such products, parts, or services. Once

items of usable special tooling required by the Government are identified, the Contracting Officer may—

(i) Direct the Contractor to transfer specified items of special tooling to follow-on contracts requiring their use. Those items shall be furnished for use on the contract(s) as specified by the Contracting Officer and shall be subject to the provisions of the gaining contract(s); or

(ii) Request the Contractor to enter into an appropriate storage contract for special tooling specified to be retained by the Contractor for the Government. Tooling to be stored shall be stored pursuant to a storage contract between the Government and the Contractor; or

(iii) Direct the Contractor to transfer title to the Government (to the extent not previously transferred) and deliver to the Government those items of special tooling which are specified for removal from the Contractor's plant.

(2) The Contracting Officer may direct the Contractor to sell, or dispose of as scrap, for the account of the Government, any special tooling not specified by the Government pursuant to subparagraph (j)(1) of this clause. To the extent that the Contractor incurs any costs occasioned by compliance with such direction, for which it is not otherwise compensated, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract. The net proceeds of all sales shall either be credited to the cost of contract performance or shall be otherwise paid to the Government as directed by the Contracting Officer. Sale of special tooling to the prime Contractor or any of its subcontractors is subject to the prior written approval of the Contracting Officer.

(3) The Contracting Officer may furnish the Contractor with a statement disclaiming further Government interest or right in specified special tooling.

(4) Restoration of Contractor's premises. Unless otherwise provided in this contract, the Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if special tooling is withdrawn or if other special tooling is substituted, then the equitable adjustment under paragraph (m) of this clause may properly include restoration or rehabilitation costs.

(k) Access to special tooling. The Contractor shall provide access to special tooling subject to this clause at all reasonable times to all individuals designated by the Contracting Officer.

(l) Storage or shipment. The Contractor shall promptly arrange for either the shipment or the storage of special tooling specified in accordance with the final disposition instructions in subdivisions (j)(1)(ii) or (j)(1)(iii) of this clause. Tooling to be shipped shall be properly packaged, packed, and marked in accordance with the directions of the Contracting Officer. All operation sheets or other appropriate data necessary to show the manufacturing operations or processes for which the items were used or designed shall accompany special tooling to be shipped or stored or

shall otherwise be provided to the Government as directed by the Contracting Officer. To the extent that the Contractor incurs costs for storage, shipment, packing, crating, or handling under this paragraph and not otherwise compensated for, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(m) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for—

(1) Any delay in delivery of Government-furnished special tooling;

(2) Delivery of Government-furnished special tooling in a condition not suitable for its intended use;

(3) A decrease in or substitution of special tooling; or

(4) Failure to repair or replace Government-furnished special tooling for which the Government is responsible.

(n) Subcontract provisions. In order to perform this contract, the Contractor may place subcontracts (including purchase orders) involving the use of special tooling. If the full cost of the tooling is charged to those subcontracts, the Contractor agrees to include in the subcontract appropriate provisions to obtain Government rights and data comparable to the rights of the Government under this clause (unless the Contractor and Contracting Officer agree in writing that such rights are not of interest to the Government). The Contractor agrees to exercise such rights for the benefit of the Government as directed by the Contracting Officer.

(End of clause)

52.245-18 [Amended]

98. Section 52.245-18 is amended by removing in the introductory text the reference "45.305(b)" and inserting in its place the reference "45.307-3".

99. Section 52.245-19 is amended by revising the introductory text to read as follows:

52.245-19 Government Property Furnished "As Is."

As prescribed in 45.308-2, insert the following clause:

* * * *

52.246-19 [Amended]

100. Section 52.246-19 is amended by removing in the title of the clause the date "(APR 1984)" and inserting in its place the date "(DEC 1989)"; by removing in paragraph (c)(5)(i) the words "as required in paragraph (c)(1)(ii) below"; and by removing the derivation line following "(End of clause)".

101. Section 52.247-1 is amended by revising paragraph (b) of the introductory text to read as follows:

52.247-1 Commercial Bill of Lading Notations.

* * * *

(b) As prescribed in 47.104-4(b), the contracting officer may insert the following clause:

* * * *

102. Section 52.247-60 is revised to read as follows:

52.247-60 Guaranteed Shipping Characteristics.

As prescribed in 47.305-16(b)(1), insert the following clause:

Guaranteed Shipping Characteristics (December 1989)

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box ☐ Fiber Box ☐ Barrel ☐ Reel ☐ Drum ☐ Other (Specify) ☐

(ii) Shipping configuration: Knocked-down ☐ Set-up ☐ Nested ☐ Other (specify) ☐

(iii) Size of container ☐ (Length), x ☐ (Width), x ☐ (Height) = ☐ Cubic FT;

(iv) Number of items per container ☐ Each;

(v) Gross weight of container and contents ☐ LBS

(vi) Palletized/skidded ☐ Yes ☐ No;

(vii) Number of containers per pallet/skid ☐

(viii) Weight of empty pallet bottom/skid and sides _____ LBS;
 (ix) Size of pallet/skid and contents _____ LBS Cube _____;
 (x) Number of containers or pallets/skids per railcar _____;
 Size of railcar _____;
 Type of railcar _____;
 (xi) Number of containers or pallets/skids per trailer _____;
 Size of trailer _____ FT;
 Type of trailer _____;
 (2) To be completed by the Government after evaluation but before contract award:
 (i) Rate used in evaluation _____;
 (ii) Tender/Tariff _____;
 (iii) Item _____;
 (b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.
 (End of clause)

52.252-1 [Amended]

103. Section 52.252-1 is amended by removing Alternate I of the clause.

52.252-2 [Amended]

104. Section 52.252-2 is amended by removing Alternate I of the clause.

PART 53—FORMS

53.106 [Amended]

105. Section 53.106 is amended in paragraph (b) by adding the Standard Form number "1447" following "33".

106. Section 53.205-1 and the title are revised to read as follows:

53.205-1 Paid advertisements.

SF 26, Award/Contract, SF 1447, Solicitation/Contract, or OF 347, Order for Supplies. SF 26, prescribed in

53.214(a), SF 1447, prescribed in 53.215-1(g), and OF 347 (or an approved agency form), prescribed in 53.213(e), shall be used to place orders for paid advertisements within the dollar limitations and as otherwise specified in 5.503(c).

107. Section 53.214 is amended by revising the title and by adding paragraph (d) to read as follows:

53.214 Sealed bidding.

(d) SF 1447 (5/88), Solicitation/Contract. SF 1447, prescribed in 53.215-1(g), shall be used in soliciting bids for 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 28 or SF 33 with other solicitations and awards. Agencies may prescribe additional detailed instructions for use of the form.

108. Section 53.215-1 is amended by revising the title and paragraph (d); and by adding paragraph (g) to read as follows:

53.215-1 Solicitation and receipt of proposals and quotations.

(d) SF 33, Solicitation, Offer, and Award. SF 33, prescribed in 53.214(c), shall be used in connection with the solicitation and award of negotiated contracts. Award of such contracts may be made by either SF 33 or SF 26, as specified in 15.406-1(b) and 15.414.

(g) SF 1447, Solicitation/Contract. SF 1447 is prescribed for use in soliciting offers for supplies or services and for awarding contracts that result from the offers. It shall be used in connection with solicitations and contracts which use the simplified contract format (see 15.416) and may be used in place of the SF 26 or SF 33 with other solicitations

(see 15.414(c)). Agencies may prescribe additional detailed instructions for use of the form.

53.222 [Amended]

109. Section 53.222 is amended in the introductory text of paragraph (e) by removing the words "SF 1413 (10/83)" and inserting in their place "SF 1413 (REV. 6/89)".

110. Section 53.228 is amended by revising the title and paragraphs (a), (b), (c), (e), (f), (g), and (m), and by adding paragraphs (n) and (o) to read as follows:

53.228 Bonds and insurance (SF's 24, 25, 25-A, 25-B, 28, 34, 35, 273, 274, 275, 1414, 1415, 1416, OF's 90 and 91).

(a) SF 24 (REV. X/XX), Bid Bond. (See 28.106-1.)

(b) SF 25 (REV. X/XX), Performance Bond. (See 28.106-1(b).)

(c) SF 25-A (REV. X/XX), Payment Bond. (See 28.106-3(c).)

(e) SF 28 (REV. X/XX), Affidavit of Individual Surety. (See 28.106-1(e) and 28.203(b).)

(f) SF 34 (REV. X/XX), Annual Bid Bond. (See 28.106-1(f).)

(g) SF 35 (REV. X/XX), Annual Performance Bond. (See 28.106-1.)

(m) SF 1416 (REV. X/XX), Payment Bond for Other than Construction Contracts. (See 28.106-1(m).)

(n) OF 90 (REV. X/XX), Release of Lien on Real Property. (See 28.106-1(n) and 28.203-5(a).)

(o) OF 91 (REV. X/XX), Release of Personal Property from Escrow. (See 28.106-1(o) and 28.203-5(a).)

111. Section 53.301-1413 is revised to read as follows:

53.301-1413 Standard Form 1413, Statement and Acknowledgment.

BILLING CODE 6820-JC-M

*Number of complete units (contract line item) to be shipped in carrier's equipment.

STATEMENT AND ACKNOWLEDGMENT

FORM APPROVED OMB NO.
9000-0014

Public reporting burden for this collection of information is estimated to average .15 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 (9000-0014), Washington, D.C. 20503.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER
4. PRIME CONTRACTOR (Name, address and ZIP code)		5. SUBCONTRACTOR (Name, address and ZIP code)

6. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on date shown in Item 2 by (Name of Awarding Firm) _____

to the subcontractor identified in Item 5, for the following work:

7. PROJECT	8. LOCATION	
9. NAME AND TITLE OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

12. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety	Davis-Bacon Act
Standards Act - Overtime	Apprentices and Trainees
Compensation - Construction	Compliance with Copeland Regulations
Payrolls and Basic Records	Subcontracts
Withholding of Funds	Contract Termination-Debarment
Disputes Concerning Labor Standards	Certification of Eligibility

13. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

14. NAME AND TITLE OF PERSON SIGNING	15. BY (Signature)	16. DATE SIGNED
--------------------------------------	--------------------	-----------------

NSN 7540-01-151-4207
Previous edition is usable

EXPIRATION DATE 3-31-92

1413-102

STANDARD FORM 1413 (REV. 8-89)
Prescribed by GSA - FAR (48 CFR) 53.228(e)

BILLING CODE 6820-JC-C

112. Section 53.301-1447 is revised to read as follows:

53.301-1447 Standard Form 1447, Solicitation/Contract.

BILLING CODE 6820-JC-M

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1 OF
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER	
5. SOLICITATION TYPE		6. SOLICITATION ISSUE DATE			
7. ISSUED BY		CODE		8. THIS ACQUISITION IS	
				<input type="checkbox"/> SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	
				<input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS	
				<input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS	
				<input type="checkbox"/> SMALL BUSINESS SIZE STANDARD <input type="checkbox"/> OTHER	
				NO COLLECT CALLS	
9. (AGENCY USE)					
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 (60 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	
				CODE	
13. CONTRACTOR OFFEROR				14. PAYMENT WILL BE MADE BY	
CODE FACILITY CODE				CODE	
15. PROMPT PAY DISCOUNT				16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION	
<input type="checkbox"/> TELEPHONE NO. DUNS NO. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<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	

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"/>	<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>TO:</p> <p>SOLICITATION NO. _____</p> <p>DATE AND LOCAL TIME _____</p>		

AFFIX
STAMP
HERE

113. Section 53.301-24 is illustrated for information as follows and will not appear in the Code of Federal Regulations.

53.301-24 Standard Form 24, Bid Bond.

BILLING CODE 6920-JC-M

BID BOND (See instructions on reverse)	DATE BOND EXECUTED (must not be later than bid opening date)	FORM APPROVED OMB NO. 5000-0045
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 (VR3), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (5000-0045), 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 checked="" type="checkbox"/> CORPORATION STATE OF INCORPORATION T
SURETY(IES) (Name and business address)		

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR (Construction, Supplies or Services)	F

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

CORPORATE SURETY(IES) (Continued)

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

R

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 26), 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."

114. Section 53.301-25 is illustrated for information as follows and will not appear in the Code of Federal Regulations.

53.301-25 Standard Form 25, Performance Bond.

BILLING CODE 6820-JC-M

PERFORMANCE BOND (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)	FORM APPROVED 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 (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), 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(s) and business address(es))	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <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 colspan="2" style="height: 40px; vertical-align: middle; text-align: center; font-size: 2em;">F</td> <td colspan="2"></td> </tr> </table>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	F			
PENAL SUM OF BOND														
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS											
F														
	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 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.

PRINCIPAL				
SIGNATURE(S)	1.	2.	Corporate Seal	
	(Seal)	(Seal)		
NAME(S) & TITLE(S) (Type)	1.	2.	Corporate Seal	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2.	(Seal)	
	(Seal)	(Seal)		
NAME(S) (Type)	1.	2.	(Seal)	
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
			\$	
	1.	2.		
	SIGNATURE(S)	1.	2.	
NAME(S) & TITLE(S) (Type)	1.	2.		Corporate Seal

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

BOND PREMIUM	R	RATE PER THOUSAND	\$	TOTAL	\$
--------------	---	-------------------	----	-------	----

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 the 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.

115. Section 53.301-25-A is illustrated for information as follows and will not appear in the Code of Federal Regulations.

53.301-25A Standard Form 25-A, Payment Bond.

BILLING CODE 6820-JC-M

PAYMENT BOND (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)	FORM APPROVED OMB NO. 5000-0045																
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 (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (5000-0045), 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(s) and business address(es))	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <th style="width: 25%;">MILLION(S)</th> <th style="width: 25%;">THOUSAND(S)</th> <th style="width: 25%;">HUNDRED(S)</th> <th style="width: 25%;">CENTS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">CONTRACT DATE</th> <th style="width: 50%;">CONTRACT NO.</th> </tr> <tr> <td style="text-align: center; font-size: large;">F</td> <td> </td> </tr> </table>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE	CONTRACT NO.	F	
PENAL SUM OF BOND																		
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS															
CONTRACT DATE	CONTRACT NO.																	
F																		

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.

R

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

CORPORATE SURETIES (Continued)

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

R

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.

116. Section 53.301-28 is illustrated for information as follows and will not appear in the Code of Federal Regulations.

53.301-28 Standard Form 28, Affidavit of Individual Surety.

BILLING CODE 6820-JC-M

AFFIDAVIT OF INDIVIDUAL SURETY

(See instructions on reverse)

FORM APPROVED OMB NO.

9000-0001

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 (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0001), Washington, D.C. 20503.

STATE OF _____
COUNTY OF _____ SS. _____

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.

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)
(Number, Street, City, State, ZIP Code)

6. TELEPHONE NUMBER

HOME -
BUSINESS -

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:

(a) Real estate (include a legal description, street address and identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment on the property. For market value approach, also provide a current appraisal.)

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).

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.

DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.

10. SIGNATURE

11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES
(Where appropriate)

12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:

a. DATE OATH ADMINISTERED			b. CITY AND STATE (Or other jurisdiction)	Official Seal
MONTH	DAY	YEAR		
c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH (Type or print)			d. SIGNATURE	e. MY COMMISSION EXPIRES

GSA 7540-01-152-9083
Previous edition is not usable

EXPIRATION DATE 3-31-92

28-106

STANDARD FORM 28
Prescribed by GSA - FAR (48 CFR) 53.229(e)

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 on 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.

R

D

117. Section 53.301-34 is illustrated for information as follows and will not appear in the Code of Federal Regulations.

53.301-34 Standard Form 34, Annual Bid Bond.

BILLING CODE 6920-JC-M

ANNUAL BID BOND (See instructions on reverse)	DATE BOND EXECUTED	FORM APPROVED OMB NO. 5000-0045
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 (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (5000-0045), 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 checked="" type="checkbox"/> CORPORATION STATE OF INCORPORATION F	
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. _____ (Seal)	1. _____ Corporate Seal
2. _____ (Seal)	2. _____
INDIVIDUAL SURETIES	
1. D _____ (Seal)	1. _____
2. _____ (Seal)	2. _____
CORPORATE SURETY	
1. _____	1. _____ Corporate Seal
2. _____	2. _____

INSTRUCTIONS

T

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.

F

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.

A

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."

R**D**

STANDARD FORM 34 (REV.

BACK

118. Section 53.301-35 is illustrated for information as follows and will not appear in the Code of Federal Regulations.

53.301-35 Standard Form 35, Annual Performance Bond.

BILLING CODE 6820-JC-M

ANNUAL PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED

FORM APPROVED 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 (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION (X) (See instructions)

☐ INDIVIDUAL☐ PARTNERSHIP☐ JOINT VENTURE☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name, business address, and State of incorporation)

PENAL SUM OF BOND

MILLION(S)

THOUSAND(S)

HUNDRED(S)

CENTS

FISCAL YEAR ENDING

September 30, 19____

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)	
PRINCIPAL			
1.		1.	
2.	(Seal)	2.	Corporate Seal
INDIVIDUAL SURETIES			
1.		1.	
2.	(Seal)	2.	
CORPORATE SURETY			
1.		1.	
2.		2.	Corporate Seal

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

EXPIRATION DATE

35-105

STANDARD FORM 35 (REV.
Prescribed by GSA - FAR (48 CFR) 53.228(g)

INSTRUCTIONS

T

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."

R**D**

119. Section 53.301-1416 is illustrated for information as follows and will not appear in the Code of Federal Regulations.

53.301-1416 Standard Form 1416, Payment Bond for Other than Construction Contracts.

BILLING CODE 6820-JC-M

PAYMENT BOND FOR OTHER THAN CONSTRUCTION CONTRACTS (See instructions on reverse)		DATE BOND EXECUTED (Must be same or later than date of contract)		FORM APPROVED OMB NO. 8000-0045	
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 (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (8000-0045), Washington, D.C. 20503.					
PRINCIPAL (Legal name and business address) (Include ZIP Code)		TYPE OF ORGANIZATION (Check 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)		PENAL SUM OF BOND			
		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
		CONTRACT DATE CONTRACT NO.			
		F			

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 furnished, 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 of 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 contract, or any part thereof, was performed and executed, and not elsewhere.

WITNESS:

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

PRINCIPAL			
SIGNATURE(S)	1.	2.	
	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	Corporate Seal T
INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1.	2.	
	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	
CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT
	SIGNATURE(S)	1.	2.
	NAME(S) & TITLE(S) (Typed)	1.	2.
SURETY B	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT
	SIGNATURE(S)	1.	2.
	NAME(S) & TITLE(S) (Typed)	1.	2.

A
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.

120. Section 53.302-90 is illustrated for information as follows and will not appear in the Code of Federal Regulations.

53.302-90 Optional Form 90, Release of Lien on Real Property.

BILLING CODE 6820-JC-M

RELEASE OF LIEN ON REAL PROPERTY

T

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.

D
[Date]

[Signature]

Seal

OPTIONAL FORM 88 (REV.
Prescribed by GSA
FAR (48 CFR) 53.228-6

AUTHORIZED FOR LOCAL REPRODUCTION

BILLING CODE 6820-JC-C

121. Section 53.302-91, is illustrated for information as follows and will not appear in the Code of Federal Regulations.

53.302-91 Optional Form 91, Release of Personal Property from Escrow.

BILLING CODE 6820-JC-M

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) F

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:

A

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.

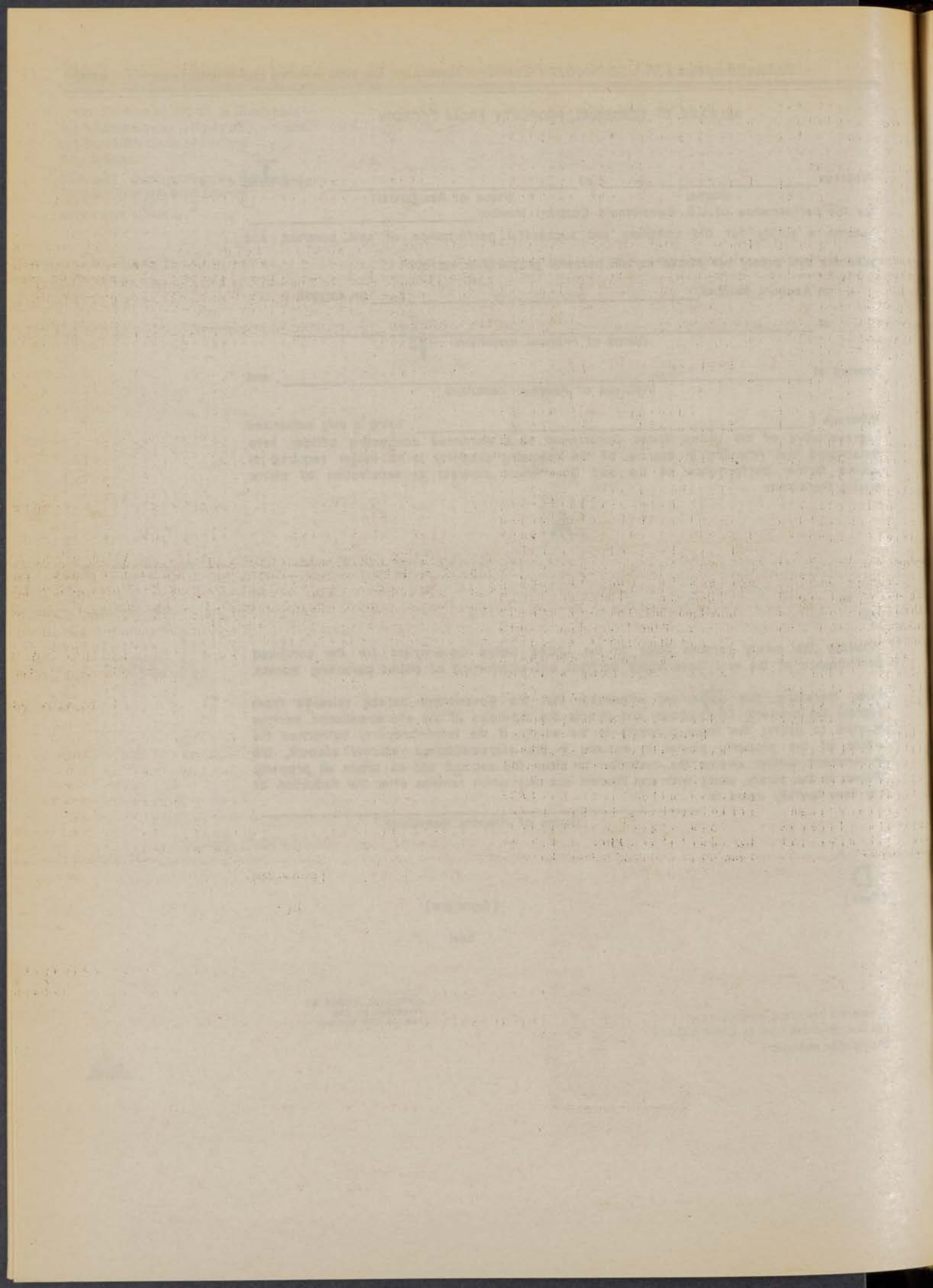
Now, therefore, this Agreement witnesseth that the Government hereby releases from
escrow the property listed above, and directs the custodian of the aforementioned escrow
account to deliver the listed property to the surety. If the listed property comprises the
whole of the property placed in escrow 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)

D
[Date]

[Signature]

Seal



federal register

**Tuesday
November 28, 1989**

Part III

Housing and Urban Development

**Office of the Assistant Secretary for Fair
Housing and Equal Opportunity**

**Fair Housing Initiatives Program;
Competitive Solicitation; Notice**

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of the Assistant Secretary for Fair Housing and Equal Opportunity

[Docket No. N-2063; FR-2709-N-1]

Fair Housing Initiatives Program; Competitive Solicitation

AGENCY: Office of the Assistant Secretary for Fair Housing and Equal Opportunity, HUD.

ACTION: Notice of Funding Availability.

SUMMARY: This notice solicits applications, from eligible State and local fair housing agencies and from public or private organizations formulating or carrying out programs to prevent or eliminate discriminatory housing practices, for funding under the Education and Outreach Initiative of the Fair Housing Initiatives Program (FHIP). Applicants must meet specific eligibility criteria set forth in this notice and in 24 CFR part 125 to qualify for consideration under this program. This notice pertains to competitive funding applications under the Education and Outreach Initiative which are national, State, local or regional in scope.

FOR FURTHER INFORMATION CONTACT: Marion F. Connell, Director, Programs Division, Office of Fair Housing and Equal Opportunity, Room 5212, 451 Seventh Street, SW., Washington, DC 20410-2000. Telephone: (202) 755-0455. (V and TDD) (This is not a toll-free number.) Application kits are available upon written or telephone request from the above. To ensure a prompt response, it is suggested that requests for application kits be made by telephone. **DATES:** An application for funding under this notice must be submitted between November 28, 1989 and December 28, 1989 unless it qualifies for a late application exception as specified in the application kit and is received before funds are awarded.

SUPPLEMENTARY INFORMATION: The legislation creating the Fair Housing Initiatives Program (FHIP), approved by the President on February 5, 1988, authorizes the Secretary to provide funding to State and local governments or their agencies, public or private non-profit organizations, or other public or private entities formulating or carrying out programs to prevent or eliminate discriminatory housing practices. These funds will enable the recipients to carry out activities designed to obtain enforcement of the rights granted by the Fair Housing Act or by substantially equivalent State or local fair housing laws, and education and outreach

activities designed to inform the public concerning rights and obligations under such Federal, State or local laws prohibiting discrimination.

The FHIP has three funding categories: The Administrative Enforcement Initiative, the Education and Outreach Initiative, and the private Enforcement Initiative. This notice announces the availability of funding under the Education and Outreach Initiative for applications which are national, state, local or regional in scope.

Funds under the Education and Outreach Initiative which are national, state, local or regional in scope are available to State and local fair housing agencies, Community Housing Resource Boards, traditional civil rights organizations and other governmental, public and private agencies and organizations. Funding will be based upon the submission of applications for projects designed to inform and educate the general public and housing groups about fair housing rights and responsibilities under Federal, State and local fair housing laws.

Organizations funded by the FHAP or the CHRB Program to carry out education and outreach activities in Fiscal Year 1989 will not be funded under this NOFA. In addition, all future education and outreach activities to further Fair Housing, funded by HUD, will be coordinated between the FHAP and FHIP programs.

Background

Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-19 (The Fair Housing Act), charges the Secretary of Housing and Urban Development with responsibility to accept and investigate complaints alleging discrimination based on race, color, religion, sex, handicap, familial status or national origin in the sale, rental, or financing of most housing. In addition, the Fair Housing Act directs the Secretary to coordinate with State and local agencies administering fair housing laws and to cooperate with and to render technical assistance to public or private entities carrying out programs to prevent or eliminate discriminatory housing practices.

Section 561 of the Housing and Community Development Act of 1987 (Pub. L. 100-242, approved February 5, 1988) established the Fair Housing Initiatives Program to strengthen the Department's effort to enforce the Fair Housing Act and to further fair housing. This program is intended to assist projects and activities designed to enhance compliance with the Fair Housing Act and substantially

equivalent State and local fair housing laws.

On April 25, 1989, HUD published a Notice of Funding Availability (NOFA) for \$300,000, inviting applications for ten awards of approximately \$30,000 per award. The response to that Notice was the receipt of over 180 applications. Therefore, HUD decided to issue this NOFA for an additional \$1.7 million.

The basic activities to be assisted by approximately \$1 million of such funding are the same as those announced in the April 25, 1989 notice. Individual awards for State, local or regional campaigns may be up to \$75,000. HUD invites those applicants who previously applied to resubmit their applications if they so desire.

This NOFA also provides for awards totaling up to \$700,000 for national education and outreach campaigns for applications which were not requested in the previous NOFA. HUD expects to fund the most effective product(s) or source material for use by States, local governments and private entities. The replicability of the potential source material solicited in this NOFA is therefore important. Applications for national education and outreach campaigns will be scored and ranked separately from State, local or regional applications.

Other Matters

The program components of the Fair Housing Initiatives Program are described in the Catalog of Federal Domestic Assistance at 14.408, Administrative Enforcement Initiative; 14.409, Education and Outreach Initiative; and 14.410, Private Enforcement Initiative.

Application requirements associated with this program have been approved by OMB and assigned approval number 2529-0033.

I. General Provisions Governing Applications for Assistance

Each application for funding under the Fair Housing Initiatives Program must contain the information set forth below. Each application will be assessed against the general selection criteria set forth in this Notice of Funding Availability. Recipients will be expected to comply with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 24 CFR part 8. Section 504 prohibits discrimination based on handicap in Federally assisted programs.

A. A description of the practice or practices at the community, regional or national level which have adversely affected the achievement of the goal of

fair housing. This description must include a discussion and analysis of the housing practices identified, including available information and studies relating to discriminatory housing practices and their historical background, and relevant demographic data indicating the nature and extent of the impact of such practices on persons seeking dwellings or services related to the sale, rental and financing of dwellings, in the general location where the applicant proposes to undertake activities;

B. A description of the specific activities to be conducted with FHIP funds, including the final products and any reports to be produced, the cost of each activity proposed and a schedule for completion of the funded activities;

C. A description of the applicant's experience in formulating or carrying out programs to prevent or eliminate discriminatory housing practices;

D. A statement indicating the need for Federal funding in support of the proposed project; and an estimate of such other public or private resources as may be available to assist the proposed activities;

E. A description of the procedures to be used by the applicant for monitoring the conduct and for assessing the results of the proposed activities;

F. A description of the benefits which successful completion of the project will produce to enhance fair housing and the concerns identified, and the indicators by which these benefits are to be measured; and

G. A description of the expected long term viability of project results.

II. General Selection Criteria for Ranking Applications for Assistance

All projects proposed in applications will be ranked on the basis of the following criteria for selection:

A. The anticipated impact of the project proposed on the concerns identified in the application (25 points);

B. The extent to which the applicant's professional and organizational experience will further the achievement of project goals (25 points);

C. The extent to which the project will provide benefits in support of fair housing after funded activities have been completed (20 points);

D. The extent to which the project utilizes other public or private resources that may be available (20 points); and

E. The extent to which the project will provide the maximum impact on the concerns identified in a cost-effective manner (10 points).

F. Further Clarification of Factors for Award

1. In determining the anticipated impact of the proposed project, HUD will consider the degree to which a proposed project addresses problems and issues that are significant fair housing problems and issues. Clarity and thoroughness of project description will be considered in this determination.

2. In determining the extent to which the applicant's professional and organizational experience will further the achievement of project goals, HUD will consider the experience and qualifications of existing personnel identified for key project positions, or a description of the process and qualifications to be used for selection of key personnel, including subcontractors/consultants, as well as the organization's past and current experience. Such experience should include both fair housing experience and experience in implementing education, outreach, or public information programs.

3. In determining the extent to which the project will provide the maximum impact on the concerns identified in a cost-effective manner, HUD will consider reasonableness of the proposed timetable for implementation and completion of the project, as well as the adequacy and clarity of proposed procedures to be used by the agency for monitoring progress of the project and ensuring timely completion. HUD will also consider information provided regarding how the project is cost effective.

4. In determining the extent to which the project will provide benefits after funded activities have been completed, HUD will consider the degree to which the project is of continuing value in dealing with housing discrimination.

G. Cost Factors—Cost will be the deciding factor when complete and eligible applications are evaluated against the factors for award and considered to be technically equivalent. Furthermore, an application may not be funded when costs are determined to be unrealistically low or unreasonably high.

H. Program Policy Factor—After eligible applications are evaluated against the factors for award, the Assistant Secretary will review the geographical distribution of potential recipients. In making awards, the Assistant Secretary may exercise discretion to make awards out of rank order for the purpose of ensuring equitable geographic distribution.

III. The Education and Outreach Initiative

A. Eligibility

The following types of organizations are eligible to receive funding under the Education and Outreach Initiative:

1. State or local governments;
2. Public or private non-profit organizations or institutions and other public or private entities (including Community Housing Resource Boards) that are formulating or carrying out programs to prevent or eliminate discriminatory housing practices.

B. Scope

Applications are solicited for specialized project proposals as described in 24 CFR 125.303 and in this Section III.B.

This notice announces funding under the Education and Outreach Initiative for the development of a national, state, regional or local education or outreach campaigns or other special efforts, including education of the general public and housing industry groups about fair housing rights and obligations and media campaigns concerning availability of housing opportunities.

All projects must address or have relevance to housing discrimination based on race, color, religion, sex, handicap, familial status or national origin.

Educational projects that may be funded under the Education and Outreach Initiative may include (but are not limited to) the following:

1. Developing informative material on fair housing rights and responsibilities;
2. Developing fair housing and affirmative marketing instructional material for education programs for National, State, regional and local housing industry groups;
3. Providing educational seminars and working sessions for civic associations, community-based organizations and other groups; and
4. Developing educational material targeted at persons in need of specific or additional information on their fair housing rights.

Outreach projects that may be funded under the Education and Outreach Initiative may include (but are not limited to) the following:

1. Developing national, State, regional or local media campaigns regarding fair housing;
2. Bringing housing industry and civic or fair housing groups together to identify illegal real estate practices and to determine how to correct them;

3. Designing specialized outreach projects to inform persons of the availability of housing opportunities;

4. Developing and implementing a response to new or more sophisticated practices that result in discriminatory housing practices; and

5. Developing mechanisms for the identification of and quick response to housing discrimination cases involving the threat of physical harm.

C. Applications for Funding

In addition to meeting the application requirements contained in Section I. above, all applications for Education and Outreach Initiative funding must describe how the activities or the final products of the project can be used by other agencies and organizations and what modifications, if any, would be necessary for that purpose.

D. Coordination of Activities

Each non-governmental applicant for funding which is located within the jurisdiction of a State or local enforcement agency or agencies administering a fair housing law which has been recognized by the Department under 24 CFR part 115 as being a substantially equivalent fair housing law must provide, with its application, evidence that it has consulted with the agency or agencies to coordinate activities to be funded under the Education and Outreach Initiative. This coordination will ensure that the activities of one group will minimize duplication and fragmentation of the other.

E. Program Totals and Funding Estimates

Approximately \$1.7 million is available in total under this Notice for Education and Outreach funding. HUD estimates that it could fund up to \$700,000 for national education and outreach campaigns. HUD will use the remaining funds for State, local or regional campaigns. No single award for

a State, local or regional campaign will be greater than \$75,000.

F. Applications

An applicant may submit only one application, but may propose more than one type of activity under this Initiative. Applicants must submit all information required in the application kit and must include sufficient information to establish that the application meets the criteria set forth at sections I., II and III.C, above.

Applicants must provide information to establish that they meet the eligibility criteria in III.A. above. Projects should be no longer than 12 months in duration.

Projects shall not be proposed that are planned for implementation with applicant funds and would simply substitute FHIP funds for applicant funds. Data gathering activities will require OMB approval under the Paperwork Reduction Act before commencement of the activity.

G. Award Procedures

Applications for funding under this Initiative will be evaluated competitively and awarded points based on the Factors for Award identified in section II, above. Applications will be reviewed by a HUD Technical Evaluation Panel. The final decision on awarding of funds rests with the Assistant Secretary or the Assistant Secretary's designee.

IV. Applicant Notification and Award Procedures

The following procedures are applicable to all funding under this NOFA:

A. Notification

No information will be available to applicants during the period of HUD evaluation, except for notification in writing to those applicants that are determined to be ineligible. Awards are expected to be announced by HUD within three months of the closing date for applications.

B. Negotiations

After HUD has ranked the applications and made an initial determination of applicants whose scores are above the funding threshold (but before the actual award), HUD may require that applicants in this group participate in negotiations and submit application revisions resulting from those negotiations. In cases where it is not possible to conclude the necessary negotiations successfully, awards will not be made. Successful negotiations include resolution of all administrative matters such as the adequacy of the applicants accounting system for tracking costs under cost reimbursement awards. Negotiations will not be used to raise the rankings of applications that would otherwise fall below the funding threshold.

If an award is not made to an applicant whose application is above the initial funding threshold because of an inability to complete successful negotiations, and if funds are available to fund any applications that may have fallen below the initial threshold, HUD will establish a new funding threshold and proceed as described in the preceding paragraph.

C. Funding Instrument

HUD expects to award a cost reimbursement cooperative agreement or grant to each successful applicant. HUD reserves the right, however, to use the form of assistance agreement determined to be most appropriate after negotiation with the applicant.

Authority: Sec. 561 of the Housing and Community Development Act of 1987 (Pub. L. 100-242, approved February 5, 1988); Title VIII, Civil Rights Act of 1968 (42 U.S.C. 3601-19); Sec. 7(d), Department of Housing and Urban Development Act (42 U.S.C. 3535(d)).

Dated: November 8, 1989.

Leonora L. Guarraia,

Deputy Assistant Secretary for Enforcement and Compliance.

[FR Doc. 89-27750 Filed 11-27-89; 8:45 am]

BILLING CODE 4210-28-M