

DEPARTMENT OF DEFENSE

48 CFR Parts 201, 202, 203, 204, 208, 209, 212, 214, 215, 216, 219, 222, 224, 225, 227, 228, 229, 231, 232, 233, 234, 235, 236, 237, 239, 242, 243, 245, 246, 249, 252, 253, and Appendices G and I to Chapter 2

[Defense Acquisition Circular 91-12]

Defense Federal Acquisition Regulation Supplement; Miscellaneous Amendments

AGENCY: Department of Defense (DoD).

ACTION: Interim and final rules.

SUMMARY: Defense Acquisition Circular 91-12 amends the Defense Federal Acquisition Regulation Supplement (DFARS) to revise, finalize, or add language on contract reporting, required sources of supplies and services, contractor qualifications, economic price adjustment, small business programs, labor laws, foreign acquisition, patent interchange agreements, insurance, taxes, overseas contracts, contract financing, contract disputes, construction contracts, acquisition of information resources, contract administration, government property, and quality assurance.

DATES: Effective date: June 24, 1997.

Comment date: Comments on the interim rule (Item XVIII: Sections 225.872-1; 225.872-2; 225.7005; 225.7007-1; 225.7007-3; 225.7007-4; 225.7010-1; 225.7010-2; 225.7010-3; 225.7016-1; 225.7016-2; 225.7016-3; 225.7019-1; 225.7019-1; 225.7019-3(a)(1)(iv); 225.7022-1; 225.7022-2; 225.7022-3; 252.225-7016; and 252.225-7029) should be submitted in writing to the address shown below on or before August 25, 1997 to be considered in the formulation of the final rule.

ADDRESSES: Interested parties should submit written comments on the interim rule (Item XVIII) to: Defense Acquisition Regulations Council. Attn: Ms. Amy Williams, PDUSD(A&T)DP(DAR), IMD 3D139, 3062 Defense Pentagon, Washington, DC 20301-3062. Telefax number (703) 602-0350. Please cite DFARS Cite 96-D319 in all correspondence related to this rule.

FOR FURTHER INFORMATION CONTACT:

Item XVIII—Ms. Amy Williams, (703) 602-0131;

All other items—Ms. Susan Buckmaster, (703) 602-0131.

SUPPLEMENTARY INFORMATION:

A. Background

This Defense Acquisition Circular (DAC) 91-12 includes 43 rules and

miscellaneous editorial amendments. Twelve of the rules (Items I, III, VII, IX, XIV, XVII, XIX, XXII, XXIV, XXVII, XXXIII, and XXXIX) were published previously in the **Federal Register** and thus are not included as part of this notice of amendments to the Code of Federal Regulations. These twelve rules are being published in the DAC to incorporate the previously published amendments into the loose-leaf edition of the DFARS.

The following information pertains to Item XVIII, Authority to Waive Foreign Purchase Restrictions:

An interim DFARS rule implementing Section 810 of the National Defense Authorization Act for Fiscal Year 1997 (Public 104-201) was published in the **Federal Register** on January 17, 1997 (62 FR 2615), with a request for public comments. Section 810, known as the "McCain Amendment," added new authority to waive the restrictions on foreign purchases at 10 U.S.C. 2534(a), applicable to buses, chemical weapons antidote, components for naval vessels, and ball and roller bearings, permitting waiver if application of the restrictions would impede the reciprocal procurement of defense items under a memorandum of understanding with a foreign country. The interim rule provided this waiver authority to the head of the contracting activity. Public comments were received from four respondents, all seeking more positive and effective implementation of the McCain Amendment.

On April 7, 1997, the Under Secretary of Defense (Acquisition and Technology), waived the foreign source restrictions of 10 U.S.C. 2534(a) for the acquisition of defense items manufactured in qualifying countries listed in DFARS 225.872-1. This interim rule implements the waiver only for those items restricted in the DFARS. The restrictions on most naval vessel components are handled by the Department of the Navy. Acquisitions of anchor and mooring chain, totally enclosed lifeboat survival systems, and noncommercial ball and roller bearings are subject to additional defense appropriations act restrictions. The acquisition of chemical weapons antidote is subject to U.S. defense mobilization base requirements.

B. Determination To Issue an Interim Rule

A determination has been under the authority of the Secretary of Defense that urgent and compelling reasons exist to publish this interim rule prior to affording the public an opportunity to comment. This action is necessary to implement the waiver by the Under

Secretary of Defense (Acquisition and Technology) of the restrictions of 10 U.S.C. 2534(A). The waiver is authorized by 10 U.S.C. 2534(d)(3), as amended by Section 810 of the National Defense Authorization Act for Fiscal Year 1997 (Public Law 104-201); the waiver became effective on April 7, 1997. Comments received in response to the publication of this interim rule will be considered in formulating the final rule.

C. Regulatory Flexibility Act

DAC 91-12, Items II, IV, V, XII, XIII, XV, XXIII, XXVIII, XXXVI, XXXVII, XXXVIII, XLI, XLII, and XLIII

These rules do not constitute significant revisions within the meaning of Federal Acquisition Regulation 1.501 and Public Law 98-577, and publication for public comment is not required. However, comments from small entities concerning the affected DFARS subparts will be considered in accordance with Section 610 of the Regulatory Flexibility Act (5 U.S.C. 610). Please cite the applicable DFARS case number in correspondence.

DAC 91-12 Items VI, VIII, X, XI, XVI, XX, XXI, XXVI, XXIX, XXX, XXXI, XXXII, XXXIV, and XXXV

DoD certifies that these rules will not have a significant economic impact on a substantial number of small entities within the meaning of the Regulatory Flexibility Act (5 U.S.C. 601 *et seq.*) because:

Item VI, Institutions of Higher Education—This rule applies only to institutions of higher education that are determined to have an anti-ROTC policy.

Item VII, U.S. European Command Supplement—The rule applies only to contracts that are awarded or performed in a foreign country. More than 90 percent of such contracts are awarded to foreign firms. Those U.S. firms that are awarded such contracts generally are not small entities.

Item X, Certificate of Competency—The rule merely updates and clarifies existing policy pertaining to (1) the Small Business Administration Certificate of Competency Program, and (2) procurement from small disadvantaged business regular dealers.

Item XI, Comprehensive Subcontracting Plans—Small businesses are exempt from subcontracting plan requirements, and the rule does not change the obligation of large business concerns to maximize subcontracting opportunities for small business concerns.

Item XVI, Petroleum Products from Caribbean Basin Countries—Petroleum

and products derived from petroleum already are subject to the Trade Agreements Act. The consideration of Caribbean Basin country offers of petroleum and products derived from petroleum is not expected to have a significant effect on the petroleum market in this country. Furthermore, the Trade Agreements Act and the Caribbean Basin Economic Recovery Act apply only to acquisitions exceeding \$190,000 in value.

Item XX, Preference for U.S. Firms on MILCON Overseas Construction—The rule applies only to contracts estimated to exceed \$1,000,000 for military construction projects in the United States territories and possessions in the Pacific and on Kwajalein Atoll, or in countries bordering the Arabian Gulf.

Item XXI, Restriction on MILCON Overseas Architect-Engineer Contracts—The rule applies only to architect-engineer contracts estimated to exceed \$500,000 for projects to be accomplished in Japan, in any North Atlantic Treaty Organization member country, or in countries bordering the Arabian Gulf.

Item XXVI, Carbon Fiber—The only known domestic manufacturer of coal and petroleum pitch carbon fiber is a large business concern.

Item XXIX, Individual Compensation—Most contracts awarded to small entities use simplified acquisition procedures or are awarded on a competitive, fixed-price basis, and do not require application of the FAR or DFARS cost principles. In addition, this rule applies only to contractors that incur individual compensation costs in excess of \$200,000 per year.

Item XXX, Individual Compensation—Most contracts awarded to small entities use simplified acquisition procedures or are awarded on a competitive, fixed-price basis, and do not require application of the FAR or DFARS cost principles. In addition, this rule applies only to contractors that incur individual compensation costs in excess of \$250,000 per year.

Item XXXI, Restricting Costs/Bonuses—Most contracts awarded to small entities use simplified acquisition procedures or are awarded on a competitive, fixed-price basis, and do not require application of the FAR or DFARS cost principles. In addition, this rule applies only to contractors that incur restructuring costs associated with a business combination.

Item XXXII, Restructuring Costs—Most contracts awarded to small entities use simplified acquisition procedures or are awarded on a competitive, fixed-price basis, and do not require application of the FAR or DFARS cost

principles. In addition, this rule applies only to contractors that incur restructuring costs associated with a business combination.

Item XXXIV, Information Technology Management Reform Act—The rule primarily pertains to internal Government considerations regarding the acquisition of information technology.

Item XXXV, Automatic Data Processing Equipment Leasing Costs—Most contracts awarded to small entities use simplified acquisition procedures or are awarded on a competitive, fixed-price basis, and do not require application of the FAR or DFARS cost principles. In addition, this rule merely removes references and requirements pertaining to a cost principle that already has been removed from the FAR.

DAC 91-12, Item XVIII

This interim rule is not expected to have a significant economic impact on a substantial number of small entities within the meaning of the Regulatory Flexibility Act, 5 U.S.C. 601, *et seq.*, because there are no known small business manufacturers of buses, air circuit breakers, or the restricted chemical weapons antidote; acquisition of anchor and mooring chain, totally enclosed lifeboat survival systems, and noncommercial ball and roller bearings is presently restricted to domestic sources by defense appropriations acts; and the restrictions of 10 U.S.C. 2534 do not apply to purchases of commercial items incorporating ball or roller bearings. An initial regulatory flexibility analysis has therefore not been prepared. Comments are invited from small businesses and other interested parties. Comments from small entities concerning the affected DFARS subparts also will be considered in accordance with 5 U.S.C. 610. Such comments should be submitted separately and should cite DFARS Case 96-D319 in correspondence.

DAC 91-12, Items XXV and XL

A final regulatory flexibility analysis has been performed for each of these rules. A copy of the analysis may be obtained from the address specified herein. Please cite the applicable DFARS case number in correspondence. The analyses are summarized as follows:

Item XXV, Ball and Roller Bearings—Waiver (DFARS Case 97-D300)—This rule implements 10 U.S.C. 2534(d)(6) with regard to the acquisition of ball and roller bearings. 10 U.S.C. 2534(d)(6) provides that the Secretary of Defense may waive the domestic source

restrictions of 10 U.S.C. 2534(a) for an acquisition that is for an amount less than the simplified acquisition threshold, when simplified acquisition procedures are being used. Because of other statutory provisions that pertain to the acquisition of ball and roller bearings, the waiver authority in this rule may be used only if (1) ball and roller bearings or bearing components are the end items being purchased, and (2) the ball and roller bearings or bearing components are commercial items, or no fiscal year 1996 or 1997 funds are being used. No comments were received in response to the initial regulatory flexibility analysis or the proposed rule published in the **Federal Register** at 62 FR 7432 on February 19, 1997. It is estimated that 11 small businesses could be affected by this rule. The rule imposes no new reporting, recordkeeping, or compliance requirements for offerors or contractors. There are no practical alternatives that will fully implement the provisions of 10 U.S.C. 2534(d)(6).

Item XL, notice of termination (DFARS Case 96-D320)—This rule implements Section 824 of the National Defense Authorization Act for Fiscal Year 1997 (Public Law 104-201). Section 824 streamlines the statutory requirements for providing notification to contractors and subcontractors regarding contract terminations or reductions that are expected to occur as a result of reduced funding levels under major defense programs. No comments were received in response to the initial regulatory flexibility analysis. However, one comment was received in response to the interim rule published in the **Federal Register** at 61 FR 64636 on December 6, 1996. The comment reserved judgment on whether a 60-day notification period affords industry, particularly smaller firms, sufficient time to adjust to substantial funding reductions to, or terminations of, major defense program contracts. The industry association that authored the comment stated that its member companies will monitor implementation experience, and, if necessary, will recommend additional actions concerning the new notification procedures. No changes were made to the rule as a result of the public comment, because (1) the 60-day notification period is required by Section 824 of Public Law 104-201; (2) and the comment did not indicate a need for a change to the rule at this time. The rule applies to all large and small entities that have, under a major defense program, a prime contract, a first-tier subcontract of \$500,000 or more, or a lower-tier subcontract of

\$100,000 or more, that is expected to be terminated or substantially reduced as a result of reduced funding levels in an appropriations act. The rule imposes no additional reporting, recordkeeping, or compliance requirements on offerors or contractors. There are no practical alternatives that will adequately implement the requirements of Section of 824 of Public Law 104-201.

D. Paperwork Reduction Act

DAC 91-12, Items, II, IV, V, VI, X, XI, XII, XIII, XV, XVI, XVIII, XXI, XXIII, XXV, XXVI, XXVIII, XXIX, XXX, XXXI, XXXII, XXXIV, XXXV, XXXVI, XXXVII, XXXVIII, XL, XLI, XLII, XLIII

The Paperwork Reduction Act does not apply, because these rules impose no information collection requirements that require the approval of the Office of Management and Budget under 44 U.S.C. 3501 *et seq.*

DAC 91-12, Items VIII and XX

The Paperwork Reduction Act applies. The Office of Management and Budget (OMB) has approved the information collection requirements as follows:

Item	OMB control No.
VIII	0704-0216 0704-0248 0704-0259 0704-0390 9000-0034
XX	0704-0255

Defense Acquisition Circular (DAC) 91-12 amends the Defense Federal Acquisition Regulation Supplement (DFARS) 1991 edition. The amendments are summarized as follows:

Item I—Procurement Integrity (DFARS Case 96-D310)

This final rule was issued by Departmental Letter 97-003, effective January 17, 1997 (62 FR 2611, January 17, 1997). The rule amends DFARS Subpart 203.1 and 215.608, and removes the clause at 252.203-7000, to implement Section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106) and to conform to the FAR revisions published as Item I of Federal Acquisition Circular 90-45. Section 4304 amended the procurement integrity provisions at 41 U.S.C. 423 and repealed 10 U.S.C. 2397-2397c, which addressed post-Federal employment of certain DoD employees.

Item II—Reporting Real Property Leases (DFARS Case 97-D001)

This final rule amends DFARS 204.670-2(a) to clarify that the

requirement to complete a DD Form 350 for contracting actions that obligate or deobligate more than \$25,000 also applies to DoD actions that are for the purchase of land or rental or lease of real property.

Item III—Contract Reporting for Fiscal Year 1997 (DFARS Case 97-D315)

This final rule was issued by Departmental Letter 96-017, effective October 1, 1996 (61 FR 51030, September 30, 1996). The rule amends DFARS Parts 204 and 253 to revise DD Form 350 and DD Form 1057 contract action reporting requirements, for compliance with provisions of the Federal Acquisition Streamlining Act of 1994 (Public Law 103-355).

Item IV—Commercial Transactions with the Government of a Terrorist Country (DFARS Case 96-D026)

This final rule removes DFARS 209.104-1(g)(iii), 209.104-70(c) and (d), 252.209-7003, and 252.209-7004, which pertained to contractor disclosure of information commercial transactions with the Government of a terrorist country. The statutory authority for this disclosure requirement (Section 843 of Public Law 103-160) expired on September 30, 1996.

Item V—Foreign Environmental Technology (DFARS Case 96-D322)

This final rule amends DFARS 209.104-1 to implement Section 828 of the National Defense Authorization Act of Fiscal Year 1997. Section 828 provides that the Secretary of Defense may, in the case of a contract for environmental restoration, remediation, or waste management at a DoD facility, waive the prohibition on award of a contract to an entity controlled by a foreign government under certain circumstances.

Item VI—Institutions of Higher Education (DFARS Case 96-D305)

The interim rule published as Item VI of DAC 91-11 is converted to a final rule without change. The rule amended DFARS 209.470 and 243.105 to implement Section 541 of the National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106). Section 541 provides that no funds available to DoD may be provided by grant or contract to any institution of higher education that has an anti-ROTC policy.

Item VII—Elimination of Certifications (DFARS Case 96-D306)

This final rule was issued by Departmental Letter 97-004, effective January 17, 1997 (62 FR 2612, January

17, 1997). The rule amends DFARS Parts 215, 219, 225, 226, 227, 233, and 252 to remove certification requirements for contractors and offerors that are not required by statute or otherwise approved for retention by the Secretary of Defense. The rule implements Section 4301(b) of the Clinger-Cohen Act of 1996 (Public Law 104-106).

Item VIII—U.S. European Command Supplement (DFARS Case 94-D001)

This final rule amends DFARS Parts 216, 222, 225, 227, 228, 229, 232, 233, 236, 246, and 252 to incorporate guidance previously contained in the U.S. European Command Supplement for application to contracts to be performed in a foreign country. Contracts to be performed in a foreign country must include requirements imposed by the host country's government in addition to U.S. Government requirements, and must provide for customs and tax exemptions to which the U.S. Government is entitled.

Item IX—MILCON—Environmental Restoration (DFARS Case 96-D327)

This final rule was issued by Departmental Letter 97-001, effective January 8, 1997 (62 FR 1058, January 8, 1997). The rule revises DFARS 216.306 to implement Section 101 of the Military Construction Appropriations Act for Fiscal Year 1997 (Public Law 104-196). Section 101 continues to restrict the use of cost-plus-fixed-fee contracts for military construction, but provides an exception for contracts for environmental restoration at installations that are being closed or realigned where payments are made from a base realignment and closure account.

Item X—Certificate of Competency (DFARS Case 96-D003)

This final rule amends DFARS 219.602-3 and 252.219-7006 to (1) update the reference to the Small Business Administration offices involved in resolving differences between an agency and the Small Business Administration; (2) remove references to Section 8051 of Public Law 103-139 and Section 8012 of Public Law 103-335, which applied only to contracts awarded during fiscal years 1994 and 1995; and (3) clarify existing text.

Item XI—Comprehensive Subcontracting Plans (DFARS Case 96-D304)

The interim rule published as Item VIII of DAC 91-11 is converted to a final rule with an amendment at DFARS

252.219-7004. The rule reflects changes to the Test Program for Negotiation of Comprehensive Small Business Subcontracting Plans, as required by Section 811 of the National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106). The final rule differs from the interim rule in that it amends the clause at 252.219-7004 to clarify instructions for contractor submission of Standard Form 295, Summary Subcontract Report.

Item XII—Bond Waivers (DFARS Case 96-D019)

This final rule removes DFARS 219.808, 219.811, and 252.219-7007, which pertained to waiver of Miller Act requirements for performance and payment bonds under 8(a) construction contracts. The statutory authority for waiver of these requirements (Section 813 of Public Law 102-190) applied only to contracts awarded during fiscal years 1992 through 1994.

Item XIII—Small Business Competitiveness Demonstration Program (DFARS Case 96-D025)

This final rule amends DFARS 219.1005 to remove dredging from the list of designated industry groups under the Small Business Competitiveness Demonstration Program. Dredging had been added to the list as part of a test program established under Section 722 of the Small Business Credit and Business Opportunity Enhancement Act of 1992 (Public Law 102-366). The statutory authority for the test program expired on September 30, 1996.

Item XIV—Pilot Mentor-Protégé Program (DFARS Case 96-D317)

This final rule was issued by Departmental Letter 96-018, effective October 18, 1996 (61 FR 54346, October 18, 1996). The rule amends DFARS 219.7104 and Appendix I to implement Section 802 of the National Defense Authorization Act for Fiscal Year 1997 (Public Law 104-201). Section 802: (1) Extends to September 30, 1998, the date by which an interested company must apply for participation as a mentor firm under the DoD Pilot Mentor-Protégé Program; and (2) extends to September 30, 1999, the date by which a mentor firm must incur costs in order to be eligible for reimbursement under the Program.

Item XV—Nondomestic Construction Materials (DFARS Case 97-D009)

This final rule removes the clause at DFARS 252.225-7004, Nondomestic Construction Materials, and the corresponding prescriptive language at 225.205. The DFARS clause has been

superseded by the clauses at FAR 52.225-5, Buy American Act—Construction Materials, and 52.225-15, Buy American Act—Construction Materials under Trade Agreements Act and North American Free Trade Agreement, as amended by Federal Acquisition Circular 90-46.

Item XVI—Petroleum Products from Caribbean Basin Countries (DFARS Case 96-D312)

The interim rule published as Item XI of DAC 91-11 is converted to a final rule without change. The rule amends DFARS 225.403 to fully implement Section 8094 of the National Defense Appropriations Act for Fiscal Year 1994 (Public Law 103-139). Section 8094 requires DoD to consider all qualified bids from eligible countries under the Caribbean Basin Economic Recovery Act as if they were offers from designated countries under the Trade Agreements Act. The rule also amended DFARS 225.403-70 and 252.225-7007 to clarify that the definition of Caribbean Basin country end products includes petroleum and any end product derived from petroleum.

Item XVII—Metalworking Machinery—Trade Agreements (DFARS Case 96-D030)

This final rule was issued by Departmental Letter 97-005, effective January 17, 1997 (62 FR 2615, January 17, 1997). The rule amends DFARS 225.403-70 to remove the exception to application of the trade agreements acts for those machine tools for which acquisition was previously, but is no longer, restricted by 10 U.S.C. 2534. As a result, all metal working machinery products in Federal Supply Group 34 are subject to the trade agreements acts.

Item XVIII—Authority To Waive Foreign Purchase Restrictions (DFARS Case 96-D319)

This interim rule supersedes the interim rule issued by Departmental Letter 97-006 on January 17, 1997. The rule amends DFARS 225.872, 225.70, and clauses at 252.225-7016 and 252.225-7029 to implement the waiver by the Under Secretary of Defense (Acquisition and Technology) of the foreign source restrictions of 10 U.S.C. 2534(a), for the acquisition of defense items manufactured in a qualifying country. This waiver is authorized by 10 U.S.C. 2534(d)(3), as amended by section 810 (the McCain Amendment) of the National Defense Authorization Act for Fiscal Year 1997 (Public Law 104-201).

Item XIX—Foreign Machine Tools and Powered and Non-Powered Valves (DFARS Case 96-D023)

This final rule was issued by Departmental Letter 96-019, effective November 15, 1996 (61 FR 58488, November 15, 1996). The rule amends DFARS Subpart 225.70, and removes the clause and provision at 252.225-7017 and 252.225-7040, to reflect the expiration of the restriction on the acquisition of machine tools and powered and non-powered valves at 10 U.S.C. 2534. Related amendments are made at 212.504(a) and 252.212-7001(b).

Item XX—Preference for U.S. Firms on MILCON Overseas Construction (DFARS Case 96-D328)

The interim rule issued by Departmental Letter 97-008, on January 17, 1997, is converted to a final rule without change. The rule amends DFARS 225.7000, 225.7003, 236.274, and 236.570, and adds a new provision at 252.236-7010, to implement Section 112 of the Military Construction Appropriations Act for Fiscal Year 1997 (Public Law 104-196). Section 112 provides a 20 percent evaluation preference for U.S. firms on contracts estimated to exceed \$1,000,000 for military construction projects in the U.S. territories and possessions in the Pacific and on Kwajalein atoll, or in countries bordering the Arabian Gulf.

Item XXI—Restriction on MILCON Overseas Architect-Engineer Contracts (DFARS Case 96-D329)

The interim rule issued by Departmental Letter 97-008, on January 17, 1997, is converted to a final rule without change. The rule adds new sections at DFARS 225.7004 and 236.602-70, amends 236.102 and 236.609-70, and adds a new provision at 252.236-7011, to implement Section 111 of the Military Construction Appropriations Act for Fiscal Year 1997 (Public Law 104-196). Section 111 restricts award of architect-engineer contracts estimated to exceed \$500,000 for projects to be accomplished in Japan, in any North Atlantic Treaty Organization member country, or in countries bordering the Arabian Gulf, to U.S. firms or U.S. firms in joint venture with host nation firms.

Item XXII—Application of Berry Amendment (DFARS Case 96-D333)

This interim rule was issued by departmental Letter 97-009, effective February 7, 1997 (62 FR 5779, February 7, 1997). The rule amends DFARS 225.7002, 252.212-7001, 252.225-7012, and 252.225-7014; adds a new section

at 244.403 and a new clause at 252.244–7000; and removes language at 212.504(a)(i). The rule implements Section 8109 of the National Defense Appropriations Act for Fiscal Year 1997 (Public Law 104–208). Section 8109 provides that, in applying the Berry Amendment (10 U.S.C. 2241 note), the term “synthetic fabric and coated synthetic fabric” shall be deemed to include all textile fibers and yarns that are for use in such fabrics; and that the domestic source restrictions of the Berry Amendment shall apply to contracts and subcontracts for the procurement of commercial items.

Item XXIII—Aircraft Ejection Seats
(DFARS Case 96–D022)

This final rule amends DFARS 225.7009 to remove the restriction on acquisition of aircraft ejection seats manufactured in a foreign nation, as the restriction applied only to contracts awarded using funds appropriated for fiscal years 1984 through 1989.

Item XXIV—Ball and Roller Bearings
(DFARS Case 96–D331)

This final rule was issued by Departmental Letter 96–019, effective November 15, 1996 (61 FR 58489, November 15, 1996). The rule amends DFARS 225.7019–1 to reflect the extension, beyond fiscal year 1996, of the requirement to acquire ball and roller bearings from domestic sources when using appropriated funds.

Item XXV—Ball and Roller Bearings—Waiver (DFARS Case 97–D300)

This final rule amends DFARS 225.7019–3 to implement the waiver authority of 10 U.S.C. 2534(d)(6) with regard to the acquisition of ball and roller bearings. 10 U.S.C. 2534(d)(6) provides that the Secretary of Defense may waive the foreign source restrictions of 10 U.S.C. 2534(a) for a procurement that is for an amount less than the simplified acquisition threshold, when simplified acquisition procedures are being used.

Item XXVI—Carbon Fiber (DFARS Case 96–D010)

This final rule amends DFARS Subpart 225.70 and 225.71 to remove the restriction on foreign acquisition of coal and petroleum pitch carbon fiber and to move, from Subpart 225.70 to Subpart 225.71, the restriction on foreign acquisition of polyacrylonitrile (PAN) carbon fiber. The restrictions on foreign acquisition of these items are no longer required by statute. However, the restriction on PAN carbon fiber has been retained in the DFARS as a matter of policy. Related amendments are made at

208.7203(c), 252.225–7022, and 252.225–7025; and the clause at 252.225–7034 is removed.

Item XXVII—Contingent Fees—Foreign Military Sales (DFARS Case 96–D021)

This interim rule was issued by departmental Letter 97–007, effective January 17, 1997 (62 FR 2616, January 17, 1997). The rule amends DFARS Subpart 225.73 and the clauses at 252.212.7001 and 252.225–7027 to conform to the FAR revisions published as Item I of Federal Acquisition Circular 90–40. The FAR revisions removed requirements for prospective contractors to provide certain information to the Government regarding contingent fee arrangements. This interim rule makes the associated DFARS changes related to contingent fees under contracts for foreign military sales.

Item XXVIII—Offset Arrangements
(DFARS Case 96–D018)

This final rule revises DFARS 225.7307 to update policy pertaining to DoD involvement in foreign military sale offset arrangements. In accordance with the Presidential policy statement of April 16, 1990, DoD does not encourage, enter into, or commit U.S. firms to foreign military sale offset arrangements. The decision whether to engage in offset arrangements, and the responsibility for negotiating and implementing such arrangements, resides with the companies involved.

Item XXIX—Individual Compensation
(DFARS Case 96–D314)

The interim rule published as Item XX of DAC 91–11 is converted to a final rule without change. The rule amended DFARS Part 231 to implement Section 8086 of the National Defense Appropriations Act for Fiscal Year 1996 (Public Law 104–61). Section 8086 limits allowable costs for individual compensation to \$200,000 per year under DoD contracts awarded after July 1, 1996, that are funded by fiscal year 1996 appropriations.

Item XXX—Individual Compensation
(DFARS Case 96–D330)

The interim rule issued by Departmental Letter 96–023 on December 13, 1996, is converted to a final rule without change. The rule amends DFARS 231.205–6(a) to implement Section 8071 of the National Defense Appropriations Act for Fiscal Year 1997 (Public Law 104–208). Section 8071 limits allowable costs for individual compensation to \$250,000 per year under DoD contracts funded by fiscal year 1997 appropriations.

Item XXXI—Restructuring Costs/Bonuses (DFARS Case 96–D332)

The interim rule issued by Departmental Letter 96–020 on November 15, 1996, is converted to a final rule without change. The rule amends DFARS 231.205–6(f) to implement Section 8095 of the National Defense Appropriations Act for Fiscal Year 1997 (Public Law 104–208). Section 8095 prohibits the use of fiscal year 1997 funds to reimburse a contractor for costs paid to an employee for a bonus or other payment in excess of the normal salary paid by the contractor to the employee, when such payment is part of restricting costs associated with a business combination.

Item XXXII—Restructuring Costs
(DFARS Case 96–D334)

The interim rule issued by Departmental Letter 96–022, on December 6, 1996, is converted to a final rule without change. The rule amends DFARS 231.205–70 to implement Section 8115 of the National Defense Appropriations Act for Fiscal Year 1997 (Public Law 104–208). Section 8115 prohibits the use of fiscal year 1997 funds to reimburse a contractor for external restructuring costs associated with a business combination unless certain conditions are met.

Item XXXIII—Earned Value Management Systems (DFARS Case 96–D024)

This interim rule was issued by Departmental Letter 97–011, effective March 5, 1997 (62 FR 9990, March 5, 1997). The rule amends DFARS Parts 234, 242, and 252 to recognize industry-standard guidelines for earned value management systems (EVMS) as an alternative to DoD-unique cost/schedule control systems under DoD contracts. Since DoD's cost/schedule control systems criteria are considered to be equivalent to EVMS, contractors' previously approved cost/schedule control systems are acceptable under the EVMS criteria. However, it is no longer necessary for DoD contractors to create or maintain DoD-unique cost/schedule control systems at facilities where acceptable EVMS exist.

Item XXXIV—Information Technology Management Reform Act (DFARS Case 96–D017)

The interim rule issued by Departmental Letter 97–002, on January 8, 1997, is converted to a final rule with minor editorial changes at 239.7003(f)(1), 239.7102–3, and 239.7302(b)(2)(i). The rule amends DFARS Part 239 to conform to the FAR revisions published as Item I of Federal

Acquisition Circular 90-41. The FAR revisions implemented the Information Technology Management Reform Act of 1996 (Division E of Public Law 104-106).

Item XXXV—Automatic Data Processing Equipment Leading Cost (DFARS Case 96-D011)

The interim rule issued by Departmental Letter 97-010, on March 3, 1997, is converted to a final rule without change. The rule amends DFARS Subpart 239.73 to remove references and requirements pertaining to the cost principle on automatic data processing equipment leasing costs that was removed from FAR 31.205-2 by federal Acquisition Circular 90-44.

Item XXXVI—Contract Administration Under No-Charge Reciprocal Agreements (DFARS Case 96-D014)

This final rule amends DFARS 242.101 to specify that DoD may provide contract administration services to a non-DoD organization under a no-charge reciprocal agreement. The Arms Export Control Act (Public Law 90-629), as amended by Section 110 of Public Law 99-83, provides that the U.S. Government may perform contract administration services, without charge, for a foreign government that is a member of the North Atlantic Treaty Organization, if the foreign government provides such services to the U.S. Government on a no-charge reciprocal basis.

Item XXXVII—Submission of Commercial Freight Bills (DFARS Case 97-D006)

This final rule removes the clause at DFARS 252.242-7002, Submission of Commercial Freight Bills for Audit, and the corresponding prescriptive language at 242.1404-2-70. The DFARS clause has been superseded by the clause at FAR 52.247-67, Submission of Commercial Transportation Bills to the General Services Administration for Audit.

Item XXXVIII—Monitoring Contractor Costs (DFARS Case 96-D029)

This final rule removes DFARS Subpart 242.70, Monitoring Contractor Costs, to eliminate specific requirements for the establishment of formal programs for Government monitoring of contractor costs. This change is expected to provide greater flexibility in the adoption of alternate techniques for control and monitoring of costs under Government contracts.

Item XXXIX—Downsizing Notice (DFARS Case 96-D321)

This final rule was issued by Departmental Letter 96-024, effective December 26, 1996 (61 FR 67952, December 26, 1996). The rule removes DFARS 249.102, 249.7002, 252.249-7001, and DD Form 2604 to implement Section 825 of the National Defense Authorization Act for Fiscal Year 1997 (Public Law 104-201). Section 825 repealed the requirement for the Secretary of Defense to notify the Secretary of Labor if a modification or termination for convenience of a major defense contract or subcontract will have substantial impact on employment.

Item XL—Notice of Termination (DFARS Case 96-D320)

The interim rule issued by Departmental Letter 96-021 on December 6, 1996, is converted to a final rule without change. The rule revises DFARS 249.7003 and the clause at 252.249-7002 to implement Section 824 of the National Defense Authorization Act for Fiscal Year 1997 (Public Law 104-201). Section 824 streamlines the statutory requirements for providing notification to contractors regarding contract terminations or reductions that are expected to occur as a result of reduced funding levels under major defense programs.

Item XLI—Economically Disadvantaged Representations (DFARS Case 97-D004)

This final rule amends the provision at DFARS 252.219-7000 to update the listed categories of socially and economically disadvantaged individuals, for conformance with the Small Business Administration regulations at 13 CFR 124.105.

Item XLII—Trade Agreements Clauses (DFARS Case 96-D008)

This final rule amends the provision and clause at DFARS 252.255-7006 and 252.225-7007 to (1) specify that offers of foreign end products will be evaluated in accordance with the policies and procedures of DFARS Part 225; (2) revise the definitions of "Caribbean Basin country end product," "designated country end product," and "NAFTA country end product" for consistency with the FAR definitions of these terms; and (3) specify that a contractor may deliver only domestic end products unless, in its offer, it specified delivery of U.S. made, qualifying country, designated country, Caribbean Basin country, NAFTA country, or other nondesignated country end products.

Item XLIII—Caribbean Basin and Designated Countries (DFARS Case 96-D015)

This final rule amends the clause at DFARS 252.225-7007 to (1) add a definition of "Caribbean Basin country" in place of a reference to the definition at FAR 25.401, and (2) update the definition of "designated country" for conformance with the policy of the U.S. Trade Representative.

Editorial Revisions

(1) DFARS 201.603-2(l) is amended to update the terminology in the introductory text.

(2) DFARS 202.101 is amended to add the Defense Finance and Accounting Service to the list of contracting activities and defense agencies; to update the name of the Defense Information Systems Agency contracting activity; and to reflect the change in name of the Defense Mapping Agency to the National Imagery and Mapping Agency.

(3) DFARS 203.409 is redesignated as 203.405 for conformance with the designation of the corresponding FAR section.

* (4) DFARS 203.502 IS AMENDED TO CORRECT A TYPOGRAPHICAL ERROR.

(5) DFARS 203.570-5 is amended to remove the phrase "in FAR Part 13."

(6) DFARS 204.7003(a)(1)(i)(G) is revised to reflect the change in name of the Defense Mapping Agency to the National Imagery and Mapping Agency.

(7) DFARS 208.002(f) is amended to update the address of the Defense National Stockpile Center.

(8) DFARS 208.7203 is amended to remove the reference to FAR Subpart 8.2, as Subpart 8.2 was removed from the FAR by Federal Acquisition Circular 90-45.

(9) DFARS 212.301(f)(iii) is amended to show the complete title of the clause at 2562.212-7001.

(10) DFARS 214.406 is redesignated as 214.407 for conformance with the designation of the corresponding FAR section. Newly designated 214.407-3(e)(v) is amended to reflect the change in name of the Defense Mapping Agency to the National Imagery and Mapping Agency.

(11) DFARS 215.872-4(d)(1) is amended to revise the phrase "commercial products" to read "commercial items," and to update the FAR reference.

(12) DFARS 216.307 and 252.216-7002 are removed as these DFARS sections have been superseded by the revisions to the clause at FAR 52.216-15 published in Federal Acquisition Circular 90-39.

(13) DFARS 219.1006(b)(2) is amended to revise the title "Office of the Under Secretary of Defense (Acquisition & Technology) to read "Office of the Deputy Under Secretary of Defense (International & Commercial Programs)."

(14) DFARS 224.202 is redesignated as 224.203 for conformance with the designation of the corresponding FAR section.

(15) DFARS is amended by redesignating paragraph (b) as paragraph (a)(3), for conformance with the designation of the corresponding FAR paragraph.

(16) DFARS 225.403 is amended by redesignating paragraphs (c) and (d)(1)(A) as paragraphs (b) and (c)(1)(A), respectively, for conformance with the designation of the corresponding FAR paragraphs.

(17) DFARS 233.214 is redesignated as 233.215 for conformance with the designation of the corresponding FAR section.

(18) DFARS 234.003 is amended to update the referenced. DoDI 5000.2 has been cancelled and replaced by DoD 5000.2-R.

(19) DFARS 235.006(b)(i)(C)(1)(iii) is amended to update the FAR reference.

* (20) DFARS 235.006(b)(i)(C)(2) is amended to correct a typographical error.

(21) DFARS 235.010 is amended to update the address of the Defense Technical Information Center.

(22) DFARS 237.7102 (a) and (b) are amended to show the correct titles of the clauses at 252.237-7012 and 252.237-7013.

(23) DFARS 242.101(d)(i) and (ii) are amended to revise the title "Assistant Secretary of Defense (Comptroller)" to read "Under Secretary of Defense (Comptroller/Chief Financial Officer)."

(24) DFARS 242.102(b)(ii) is amended to revise the name "Defense Contract Management Area Operations (DCMAO)" to read "Defense Contract Management Command (DCMC)."

(25) DFARS Part 245 is amended to update addresses and office titles; and to remove the language at 245.608-5(d) and insert similar text at 245.608-72.

(26) DFARS 249.110 is amended in Table 49-1, Part III, paragraphs 1b and 4, to correct typographical errors.

(27) DFARS 252.203-7001 is amended in paragraph (g) to update the FAR reference; and in paragraph (h) to update the telephone number of The Denial of Benefits Office, U.S. Department of Justice.

* (28) DFARS 252.209-7002(a)(3) is amended to revise the word "county" to read "country."

(29) DFARS 252.227-7030 is amended to correct the reference in the introductory text.

* (30) DFARS 252.232-7007(b) is amended to correct a typographical error.

(31) DFARS Part 253 is amended to update DD Forms 350; 375; 375C; 1057; 1149; 1149C; 1342; 1419; 1637; 1639; 1640; 1659; 1662; and 1861; and to remove obsolete DD Form 1851.

(32) DFARS Appendix G is amended to update activity names and addresses.

(33) Appendix I is amended to revise the office symbol "OUSD(A&T)SADBU" to read "DUSD(I&CP)SADBU" each place it appears.

* The asterisked items are revisions being made only in the loose-leaf edition of the DFARS.

Note: This DAC incorporates, into the loose-edition of the DFARS, revisions previously issued by Departmental Letters 96-017 through 97-011. DFARS revisions contained in departmental letters issued after 97-011 will be included in a future DAC.

List of Subjects in 48 CFR Parts 201, 202, 203, 204, 208, 209, 212, 214, 215, 216, 219, 222, 224, 225, 227, 228, 229, 231, 232, 233, 234, 235, 236, 237, 239, 242, 243, 245, 246, 249, 252, and 253

Government procurement.

Michele P. Peterson,

Executive Director, Defense Acquisition Regulations Council.

Interim Rules Adopted as Final Without Change

PARTS 209 AND 243—[AMENDED]

The interim rule that was published at 61 FR 25408 on May 21, 1996, is adopted as final without change.

PARTS 225, 236, AND 252—[AMENDED]

The interim rule that was published at 62 FR 2856 on January 17, 1997, is adopted as final without change.

PARTS 225 AND 252—[AMENDED]

The interim rule that was published at 61 FR 37841 on July 22, 1996, is adopted as final without change.

PART 231—[AMENDED]

The interim rule that was published at 61 FR 36305 on July 10, 1996, is adopted as final without change.

PART 231—[AMENDED]

The interim rule that was published at 61 FR 58490 on November 15, 1996, is adopted as final without change.

PART 231—[AMENDED]

The interim rule that was published at 61 FR 64635 on December 6, 1996, is adopted as final without change.

PART 231—[AMENDED]

The interim rule that was published at FR 65478 on December 13, 1996, is adopted as final without change.

PART 239—[AMENDED]

The interim rule that was published at 62 FR 9375 on March 3, 1997, is adopted as final without change.

PARTS 249 AND 252—[AMENDED]

The interim rule that was published at 61 FR 64636 on December 6, 1996, is adopted as final without change.

Interim Rules Adopted as Final With Changes

PARTS 219 AND 252—[AMENDED]

The interim rule that was published at 61 FR 39900 on July 31, 1996, is adopted as final with an amendment at section 252.219-7004 as set forth in this document.

PARTS 225, 236, AND 252—[AMENDED]

The interim rule that was published at 62 FR 2857 on January 17, 1997, is adopted as final with an amendment at section 236.609-70 as set forth in this document.

PART 239—[AMENDED]

The interim rule that was published at 62 FR 1058 on January 8, 1997, is adopted as final with amendments at sections 239.7003, 239.7102-3 and 239.7302 as set forth in this document.

Amendments to 48 CFR Chapter 2 (Defense Federal Acquisition Regulation Supplement)

48 CFR Chapter 2 (the Defense Federal Acquisition Regulation Supplement) is amended as follows:

1. The authority citation for 48 CFR Parts 201, 202, 203, 204, 208, 209, 212, 214, 215, 216, 219, 222, 224, 225, 227, 228, 229, 231, 232, 233, 234, 235, 236, 237, 239, 242, 243, 245, 246, 249, 252, 253, and Appendices G and I to subchapter I continues to read as follows:

Authority: 41 U.S.C. 421 and 48 CFR Chapter 1.

PART 201—FEDERAL ACQUISITION REGULATIONS SYSTEM

2. Section 201.603-2 is amended by revising the introductory text of paragraph (1) to read as follows:

§ 201.603-2 Selection.

(1) Pursuant to 10 U.S.C. 1724, in order to qualify to serve as a contracting officer with authority to award or administer contracts for amounts above the simplified acquisition threshold, a person must—

* * * * *

PART 202—DEFINITIONS OF WORDS AND TERMS**§ 202.101 [Amended]**

3. Section 202.101 is amended in the definition of "Contracting activity" by adding, after the entry "Defense Advanced Research Projects Agency Office of the Deputy Director, Management", the entry "Defense Finance and Accounting Service External Services, Defense Finance and Accounting Service"; by removing the entry "Defense Information Systems Agency Headquarters, Defense Information Systems Agency Defense Commercial Communications Office" and inserting in its place the entry "Defense Information Systems Agency Defense Information Technology Contracting Organization"; by removing the entry "Defense Mapping Agency Headquarters, Office of Acquisition, Installation and Logistics" and inserting in its place the entry "National Imagery and Mapping Agency Procurement and Contracting Office"; and in the definition of "Departments and agencies" by adding, after the phrase "the Defense Commissary Agency," the phrase "the Defense Finance and Accounting Service,"; and by removing the phrase "Defense Mapping Agency" and inserting in its place the phrase "National Imagery and Mapping Agency".

PART 203—IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST**§ 203.409 [Redesignated]**

4. Section 203.409 is redesignated as section 203.405.

§ 203.570-5 [Amended]

5. Section 203.570-5 is amended by removing the words "in FAR Part 13".

PART 204—ADMINISTRATIVE MATTERS

6. Section 204.670-1 is amended by revising paragraph (c)(4) to read as follows:

§ 204.670-1 Definitions.

* * * * *

(c) * * *

(4) For the Defense Logistics Agency: Headquarters, Defense Logistics Agency, Attn: Directorate of Procurement (Acquisition Operations Team), 8725 John J. Kingman Road, Suite 3147, Ft. Belvoir, VA 22060-6221

* * * * *

7. Section 204.670-2 is amended by revising paragraph (a)(1) to read as follows:

§ 204.670-2 Reportable contracting actions.

(a) * * *

(1) All contracting actions, including actions executed by DoD for purchase of land, or rental or lease of real property, that obligate or deobligate more than \$25,000; and

* * * * *

8. Section 204.670-9 is amended by revising the introductory text and paragraph (a) to read as follows:

§ 204.670-9 Reporting of individual contracting actions of \$25,000 or less.

Under the Small Business Competitiveness Demonstration Program (see FAR subpart 19.10), contracting actions of \$25,000 or less in four designated industry groups must be reported in the same manner as if the actions were in excess of \$25,000.

(a) Report contracting actions of \$25,000 or less in the designated industry groups on both the DD Form 350 and the DD Form 1057.

* * * * *

9. Section 204.7003 is amended by revising paragraph (a)(1)(i)(G) to read as follows:

§ 204.7003 Basic PII number.

(a) * * *

(1) * * *

(i) * * *

(G) National Imagery and Mapping Agency NIMA

* * * * *

§ 204.7202-1 [Amended]

10. Section 204.7202-1 is amended by redesignating paragraph (c)(5) as paragraph (d).

§ 204.7202-2 [Amended]

11. Section 204.7202-2 is amended in the introductory text by revising, in the second sentence, the phrase "Dun and Bradstreet" to read "Dun & Bradstreet"; and in the introductory text of paragraph (b)(1) by inserting the word "Ask" before the phrase "Dun & Bradstreet".

PART 208—REQUIRED SOURCES OF SUPPLIES AND SERVICES

12. Section 208.002 is amended by revising paragraph (f) to read as follows:

§ 208.002 Use of other Government supply sources.

(f) Detailed information on strategic and critical materials in excess of national stockpile requirements (e.g., metals, ores, chemicals) is available from the Defense National Stockpile Center, 8725 John J. Kingman Road, Suite 4616, Fort Belvoir, VA 22060-6223.

* * * * *

13. Section 208.7203 is amended by revising paragraph (c); by removing paragraph (d); by redesignating paragraphs (e) through (g) as paragraphs (d) through (f), respectively; and by revising newly designated paragraph (d). The revised text reads as follows:

§ 208.7203 Authority.

* * * * *

(c) Acquisition of items restricted under 225.7010 and 225.71;

(d) Use of multiyear contracting (FAR subpart 17.1);

* * * * *

PART 209—CONTRACTOR QUALIFICATIONS

14. Section 209.104-1 is amended by revising the first sentence of paragraph (g)(ii)(C) introductory text, by adding paragraph (g)(ii)(D), and by removing paragraph (g)(iii). The revised and added text reads as follows:

§ 209.104-1 General standards.

* * * * *

(g) * * *

(ii) * * *

(C) In accordance with 10 U.S.C. 2536(b)(1)(A), the Secretary of Defense may waive the prohibition in paragraph (g)(ii)(A) of this subsection upon determining that the waiver is essential to the national security interest of the United States.* * *

* * * * *

(D) In accordance with 10 U.S.C. 2536(b)(1)(B), the Secretary of Defense may, in the case of a contract awarded for environmental restoration, remediation, or waste management at a DoD facility, waive the prohibition in paragraph (g)(ii)(A) of this subsection upon—

(1) Determining that—

(i) The waiver will advance the environmental restoration, remediation, or waste management objectives of DoD and will not harm the national security interests of the United States; and

(ii) The entity to which the contract is awarded is controlled by a foreign government with which the Secretary is authorized to exchange Restricted Data under section 144c. of the Atomic Energy Act of 1954 (42 U.S.C. 2164(c)); and

(2) Notifying Congress of the decision to grant the waiver. The contract may be awarded only after the end of the 45-day period beginning on the date the notification is received by the appropriate Congressional committees.

§ 209.104-70 [Amended]

15. Section 209.104-70 is amended by revising the section heading to read "Solicitation provisions."; and by removing paragraphs (c) and (d).

PART 212—ACQUISITION OF COMMERCIAL ITEMS

§ 212.301 [Amended]

16. Section 212.301 is amended in paragraph (f)(iii) by inserting, after the word "Statutes", the phrase "or Executive Orders".

PART 214—SEALED BIDDING

§§ 214.406 and 214.406-3 [Redesignated]

17. Sections 214.406 and 214.406-3 are redesignated as sections 214.407 and 214.407-3, respectively.

18. Newly designated section 214.407-3 is amended by revising in the introductory text of paragraph (e) the reference "FAR 14.406-3" to read "FAR 14.407-3", and by revising paragraphs (e)(v) to read as follows:

§ 214.407-3 Other mistakes disclosed before award.

(e) * * *

(v) National Imagery and Mapping Agency; General Counsel, NIMA.

* * * * *

PART 215—CONTRACTING BY NEGOTIATION

19. Section 215.872-4 is amended by revising paragraph (d)(1) to read as follows:

§ 215.872-4 Applicability.

* * * * *

(d) * * *

(1) Acquiring commercial items (see FAR Part 12);

* * * * *

PART 216—TYPES OF CONTRACTS

20. Section 216.203-4-70 is amended by adding paragraph (c) to read as follows:

§ 216.203-4-70 Additional clauses.

* * * * *

(c) *Price adjustment for wage rates or material prices controlled by a foreign government.*

(1) The price adjustment clause at 252.216-7003, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government, may be used in fixed-price supply and service contracts when—

(i) The contract is to be performed wholly or in part in a foreign country; and

(ii) A foreign government controls wage rates or material prices and may, during contract performance, impose a mandatory change in wages or prices of material.

(2) Verify the base wage rates and material prices prior to contract award and prior to making any adjustment in the contract price.

§ 216.307 [Removed]

21. Section 216.307 is removed.

PART 219—SMALL BUSINESS PROGRAMS

22. The heading of Subpart 219.6 is revised to read as follows:

Subpart 219.6—Certificates of Competency

§ 219.602-3 [Amended]

23. Section 219.602-3 is amended in paragraph (c)(i)(A) by removing the phrase "Central Office's" and inserting the word "Headquarters'" in its place.

§§ 219.808 through 219.811-3 [Removed]

24. Sections 219.808 through 219.811-3 are removed.

§ 219.1005 [Amended]

25. Section 219.1005 is amended in paragraph (a) by removing the introductory text.

26. Section 219.1006 is amended by revising paragraph (b)(2) to read as follows:

§ 219.1006 Procedures.

(b) * * *

(2) The Director, Small and Disadvantaged Business Utilization, Office of the Deputy Under Secretary of Defense (International & Commercial Programs), will determine whether reinstatement of small business set-asides are necessary to meet the agency goal and will recommend reinstatement to the Director, Defense Procurement. Military departments and defense agencies shall not reinstate small business set-asides unless directed by the Director, Defense Procurement.

* * * * *

PART 222—APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS

27. Subpart 222.72 is added to read as follows:

Subpart 222.72—Compliance with Labor Laws of Foreign Governments

Sec.

222.7200 Scope of subpart.

222.7201 Contract clauses.

§ 222.7200 Scope of subpart.

This subpart prescribes contract clauses, with respect to labor laws of foreign governments, for use when contracting for services or construction within a foreign country.

§ 222.7201 Contract clauses.

(a) Use the clause at 252.222-7002, Compliance with Local Labor Laws (Overseas), in solicitations and contracts for services or construction to be performed outside the United States, its possessions, and Puerto Rico.

(b) Use the clause at 252.222-7003, Permit from Italian Inspectorate of Labor, in solicitations and contracts for porter, janitorial, or ordinary facility and equipment maintenance services to be performed in Italy.

(c) Use the clause at 252.222-7004, Compliance with Spanish Social Security Laws and Regulations, in solicitations and contracts for services or construction to be performed in Spain.

PART 224—PROTECTION OF PRIVACY AND FREEDOM OF INFORMATION

§ 224.202 [Redesignated]

28. Section 224.202 is redesignated as section 224.203.

PART 225—FOREIGN ACQUISITION

§ 225.202 [Amended]

29. Section 225.202 is amended by redesignating paragraph (b) as paragraph (a)(3).

§§ 225.205 and 225.205-70 [Removed]

30. Sections 225.205 and 225.205-70 are removed.

§ 225.403 [Amended]

31. Section 225.403 is amended by redesignating paragraphs (c) and (d)(1)(A) as paragraphs (b) and (c)(1)(A), respectively.

32. Section 225.872-1 is amended by adding paragraph (d) to read as follows:

§ 225.872-1 General.

* * * * *

(d) The Secretary of Defense has waived the restrictions of 10 U.S.C. 2534(a) for the acquisition of defense

items manufactured in a qualifying country listed in paragraph (a) or

(b) of this subsection, in accordance with the provisions of 10 U.S.C. 2534(d)(3).

33. Section 225.872-2 is amended by revising paragraph (a)(3) to read as follows:

§ 225.872-2 Applicability.

(a) * * *

(3) Other U.S. laws or regulations (e.g., the annual defense appropriations act); and

* * * * *

34. Sections 225.971 and 225.972 are added to read as follows:

§ 225.971 Correspondence in English.

Use the clause at 252.225-7041, Correspondence in English, in solicitations and contracts when contract performance will be wholly or in part in a foreign country.

§ 225.972 Authorization to perform.

Use the clause at 252.225-7042, Authorization to Perform, in solicitations and contracts when contract performance will be wholly or in part in a foreign country.

35. The heading of Subpart 225.70 is revised to read as follows:

Subpart 225.70—Authorization Acts, Appropriations Acts, and Other Statutory Restrictions on Foreign Acquisition

36. Section 225.7005 is revised to read as follows:

§ 225.7005 Waiver of certain restrictions.

(a) The Secretary of Defense has waived the restrictions of 10 U.S.C. 2534(a) for the acquisition of defense items manufactured in a qualifying country listed in 225.872-1, in accordance with the provisions of 10 U.S.C. 2534(d)(3).

(b) Where provided for elsewhere in this subpart, the restrictions on certain foreign purchases under 10 U.S.C. 2534(a) may be waived as follows:

(1) The head of the contracting activity may waive the restriction on a case-by-case basis upon execution of a determination and findings that any of the following applies:

- (i) The restriction would cause unreasonable delays.
- (ii) United States producers of the item would not be jeopardized by competition from a foreign country, and that country does not discriminate against defense items produced in the United States to a greater degree than the United States discriminates against defense items produced in that country.
- (iii) Application of the restriction would impede cooperative programs

entered into between DoD and a foreign country, and that country does not discriminate against defense items produced in the United States to a greater degree than the United States discriminates against defense items produced in that country.

(iv) Satisfactory quality items manufactured in the United States or Canada are not available.

(v) Application of the restriction would result in the existence of only one source for the item in the United States or Canada.

(vi) Application of the restriction is not in the national security interests of the United States.

(vii) Application of the restriction would adversely affect a U.S. company.

(2) The restriction is waived when it would cause unreasonable costs. The cost of the item of U.S. or Canadian origin is unreasonable if it exceeds 150 percent of the offered price, inclusive of duty, of items which are not of U.S. or Canadian origin.

37. Section 225.7007-1 is revised to read as follows:

§ 225.7007-1 Restriction.

In accordance with 10 U.S.C. 2534 and 225.7005(a), do not acquire a multipassenger motor vehicle (bus) unless it is manufactured in the United States or a qualifying country.

38. Section 225.7007-3 is revised to read as follows:

§ 225.7007-3 Exceptions.

This restriction does not apply in any of the following circumstances:

(a) Buses manufactured in nonqualifying countries are needed for temporary use because buses manufactured in the United States or a qualifying country are not available to satisfy requirements that cannot be postponed. Such use may not, however, exceed the lead time required for acquisition and delivery of buses manufactured in the United States or a qualifying country.

(b) The requirement for buses is temporary in nature. For example, to meet a special, nonrecurring requirement or a sporadic and infrequent recurring requirement, buses manufactured in nonqualifying countries may be used for temporary periods of time. Such use may not, however, exceed the period of time needed to meet the special requirement.

(c) Buses manufactured in nonqualifying countries are available at no cost to the U.S. Government.

(d) The acquisition is for an amount that does not exceed the simplified acquisition threshold.

39. Section 225.7007-4 is revised to read as follows:

§ 225.7007-4 Waiver.

The waiver criteria at 225.7005(b) apply to this restriction.

§ 225.7009 [Removed and reserved]

40. Section 225.7009 is removed and reserved.

41. Section 225.7010-1 is amended by revising the introductory text and paragraph (a) to read as follows:

§ 225.7010-1 Restriction.

In accordance with 10 U.S.C. 2534 and defense industrial mobilization requirements (see subpart 208.72), do not acquire chemical weapons antidote contained in automatic injectors, or the components for such injectors, unless the injector or component is manufactured in the United States or Canada by a company that—

(a) Is a producer under the industrial preparedness program at the time of contract award;

* * * * *

42. Section 225.7010-2 is revised to read as follows:

§ 225.7010-2 Exception.

In accordance with 10 U.S.C. 2534(g) and 225.7005(a), the restriction of 225.7010-1 does not apply to the acquisition of quantities of chemical weapons antidote contained in automatic injectors, or the components for such injectors, that exceed the amount needed to maintain the U.S. defense mobilization base (provided such quantity is an economical purchase quantity), if—

(a) The acquisition is for an amount that does not exceed the simplified acquisition threshold; or

(b) The chemical weapons antidote contained in automatic injectors, or the components for such injectors are manufactured in a qualifying country.

43. Section 225.7010-3 is revised to read as follows:

§ 225.7010-3 Waiver.

The waiver criteria at 225.7005(b) apply to this restriction.

§ 225.7013 [Removed and reserved]

44. Section 225.7013 is removed and reserved.

§§ 225.7013-1 and 225.7013-2 [Removed]

45. Sections 225.7013-1 and 225.7013-2 are removed.

46. Section 115.7016-1 is revised to read as follows:

§ 225.7016-1 Restriction.

In accordance with 10 U.S.C. 2534 and 225.7005(a), do not acquire air circuit breakers for naval vessels unless they are manufactured in the United States or a qualifying country.

47. Section 225.7016-2 is revised to read as follows:

§ 225.7016-2 Exceptions.

This restriction does not apply if—
(a) The acquisition is for an amount that does not exceed the simplified acquisition threshold; or

(b) Spare or repair parts are needed to support air circuit breakers manufactured in a nonqualifying country. Support includes the purchase of spare air circuit breakers where those from alternate sources are not interchangeable.

48. Section 225.7016-3 is revised to read as follows:

§ 225.7016-3 Waiver.

The waiver criteria at 225.7005(b) apply to this restriction.

49. Section 225.7019-1 is amended by revising paragraph (a) to read as follows:

§ 225.7019-1R Restrictions.

(a) In accordance with 10 U.S.C. 2534 and 225.7005(a), through fiscal year 2000, do not acquire ball and roller bearings or bearing components that are not manufactured in the United States or a qualifying country.

* * * * *

50. Section 225.7019-3 is amended by revising paragraph (a)(1)(iv); by redesignating paragraphs (a)(2) and (a)(3) as paragraphs (a)(3) and (a)(4), respectively; and by adding a new paragraph (a)(2). The revised and added text reads as follows:

§ 225.7019-3 Waiver.

(a) * * *

(1) * * *

(iv) Application of the restriction would impede cooperative programs entered into between DoD and a foreign country, and that country does not discriminate against defense items produced in the United States to a greater degree than the United States discriminates against defense items produced in that country;

* * * * *

(2) If the acquisition is for an amount less than the simplified acquisition threshold and simplified acquisition procedures are being used.

* * * * *

§ 225.7020 [Removed and reserved]

51. Section 225.7020 is removed and reserved.

§§ 225.7020-1 and 225.7020-2 [Removed]

52. Sections 225.7020-1 and 225.7020-2 are removed.

53. Section 225.7022-1 is amended by revising paragraph (b) to read as follows:

§ 225.7022-1 Restrictions.

* * * * *

(b) In accordance with 10 U.S.C. 2534(a)(3)(B) and 225.7005(a), do not purchase a totally enclosed lifeboat that is a component of a naval vessel, unless it is manufactured in the United States or a qualifying country. In accordance with 10 U.S.C. 2534(h), this restriction may not be implemented through the use of a contract clause or certification. Implementation shall be effected through management and oversight techniques that achieve the objective of the restriction without imposing a significant management burden on the Government or the contractor involved.

54. Section 225.7022-2 is revised to read as follows:

§ 225.7022.2 Exceptions.

The restriction in 225.7022-1(b) does not apply if—

(a) The acquisition is for an amount that does not exceed the simplified acquisition threshold; or

(b) Spare or repair parts are needed to support totally enclosed lifeboats manufactured in a nonqualifying country.

55. Section 225.7022-3 is revised to read as follows:

§ 225.7022-3 Waiver.

The waiver criteria at 225.7005(b) apply only to the restriction of 225.7022-1(b).

56. Subpart 225.71 is revised to read as follows:

Subpart 225.71—Other Restrictions on Foreign Acquisition

Sec.

225.7100 Scope of subpart.

225.7101 Definitions.

225.7102 Forgings.

225.7102-1 Policy.

225.7102-2 Exceptions.

225.7102-3 Waiver.

225.7102-4 Contract clause.

225.7103 Polyacrylonitrile (PAN) carbon fiber.

225.7103-1 Policy.

225.7103-2 Waivers.

225.7103-3 Contract clause.

§ 225.7100 Scope of subpart.

This subpart contains foreign product restrictions which are based on policies designed to protect the defense industrial base.

§ 225.7101 Definitions.

Relevant definitions are in the clause at 252.225-7025, Restriction on Acquisition of Forgings.

§ 225.7102 Forgings.

§ 225.7102-1 Policy.

DoD requirements for the following forging items, whether as end items or components, shall be acquired from domestic sources (as described in the clause at 252.225-7025) to the maximum extent practicable—

Items	Categories
Ship propulsion shafts	Excludes service and landing craft shafts.
Periscope tubes	All.
Ring forgings for bull gears.	All greater than 120 inches in diameter.

§ 225.7102-2 Exceptions.

The policy in 225.7102-1 does not apply to acquisitions—

(a) Using simplified acquisition procedures, unless the restricted item is the end item being purchased;

(b) Overseas for overseas use; or

(c) When the quantity acquired exceeds the amount needed to maintain the U.S. defense mobilization base (provided such quantity is an economical purchase quantity). The restriction to domestic sources does not apply to the quantity above that required to maintain the base, in which case, qualifying country sources may compete.

§ 225.7102-3 Waiver.

Upon request from a prime contractor, the contracting officer may waive the requirement for domestic manufacture of the items covered by the policy in 225.7102-1.

§ 225.7102-4 Contract clause.

(a) Use the clause at 252.225-7025, Restriction on Acquisition of Forgings, in solicitations and contracts, except for acquisitions—

(1) Excepted in 225.7102-2; or

(2) Where the contracting officer knows that the supplies being acquired do not contain the restricted items.

(b) If an exception under 225.7102-2 applies to any portion of the acquisition, specify the exception in the solicitation and contract.

§ 225.7103 Polyacrylonitrile (PAN) carbon fiber.

§ 225.7103-1 Policy.

All new major systems must use U.S. or Canadian manufacturers or producers for all PAN carbon fiber requirements.

§ 225.7103-2 Waivers.

Contracting officers may, with the approval of the chief of the contracting office, waive, in whole or in part, the requirement of the clause at 252.225-7022. For example, a waiver may be

justified if a qualified U.S. or Canadian source cannot meet scheduling requirements.

§ 225.7103-3 Contract clause.

Use the clause at 252.225-7022, Restriction on Acquisition of Polyacrylonitrile (PAN) Carbon Fiber, in all acquisitions for major systems (as defined in FAR part 2) that are not yet in production (milestone III as defined in DoD 50002.2-R, Mandatory Procedures for Major Defense Acquisition Programs (MDAPS) and Major Automated Information system (MAIS) Acquisition Programs). Also use the clause in contracts for major systems if the clause was used in prior program contracts.

57. Section 225.7307 is revised to read as follows:

§ 225.7307 Offset arrangements.

In accordance with the Presidential policy statement of April 16, 1990, DoD does not encourage, enter into, or commit U.S. firms to FMS offset arrangements. The decision whether to engage in offsets, and the responsibility for negotiating and implementing offset arrangements, resides with the companies involved.

§§ 225.7307-1 and 225.7307-2 [Removed]

58. Sections 225.7307-1 and 225.7307-2 are removed.

PART 227—PATENTS, DATA, AND COPYRIGHTS

59. Section 227.676 is added to read as follows:

§ 227.676 Foreign patent interchange agreements.

(a) Patent interchange agreements between the United States and foreign governments provide for the use of patent rights, compensation, free licenses, and the establishment of committees to review and make recommendations on these matters. The agreements also may exempt the United States from royalty and other payments. The contracting officer shall ensure that royalty payments are consistent with patent interchange agreements.

(b) Assistance with patent rights and royalty payments in the United States European Command (USEUCOM) area of responsibility is available from HQ USEUCOM, ATTN: ECLA, Unit 30400, Box 1000, APO AE 09128; Telephone: DSN

430-7474, Commercial 49-0711-680-7474; Telefax: 49-0711-680-7408.

PART 228—BONDS AND INSURANCE

50. Section 228.370 is amended by adding paragraph (f) to read as follows:

§ 228.370 Additional clauses.

* * * * *

(f) Use the clause at 252.228-7006, Compliance with Spanish Laws and Insurance, in solicitations and contracts for services or construction to be performed in Spain by other than a Spanish contractor or subcontractor.

PART 229—TAXES

61. Section 229.101 is amended by redesignating paragraphs (d)(i), (d)(ii), and (d)(iii) as paragraphs (d)(iii), (d)(iv), and (d)(v), respectively; and by adding new paragraphs (d)(i), (d)(ii), and (d)(vi) to read as follows:

§ 229.101 Resolving tax problems.

* * * * *

(d)(i) Tax relief agreements between the United States and foreign governments in Europe that exempt the United States from payment of specific taxes on purchases made for common defense purposes are maintained by the United States European Command (USEUCOM). For further information contact HQ USEUCOM, Attn: ECLA, Unit 30400, Box 1000, APO AE 09128; Telephone: DSN 430-7474, Commercial 49-0711-680-7474; Telefax: 49-0711-680-7408.

(ii) Tax relief also may be available in countries that have not signed tax relief agreements. The potential for such relief should be explored in accordance with paragraph (d)(iii) of this section.

* * * * *

(vi) Also see subpart 229.70 for special procedures for obtaining tax relief and duty-free import privileges when conducting U.S. Government acquisitions in certain foreign countries.

* * * * *

62. Subpart 229.4 is added to read as follows:

Subpart 229.4—Contract Clauses

Sec.

229.402 Foreign contracts.

229.402-1 Foreign fixed-price contracts.

229.402-70 Additional clauses.

§ 229.402 Foreign contracts.

§ 229.402-1 Foreign fixed-price contracts.

Use the clause at 252.229-7000, Invoices Exclusive of Taxes or Duties, in solicitations and contracts when a fixed-price contract will be awarded to a foreign concern.

§ 229.402-70 Additional clauses.

(a) Use the clause at 252.229-7001, Tax Relief, in solicitations and contracts when a contract will be awarded to a foreign concern in a foreign country. When contract performance will be in

Germany, use the clause with its Alternate I.

(b) Use the clause at 252.229-7002, Customs Exemptions (Germany), in solicitations and contracts requiring the import of U.S. manufactured products into Germany.

(c) Use the clause at 252.229-7003, Tax Exemptions (Italy), in solicitations and contracts when contract performance will be in Italy.

(d) Use the clause at 252.229-7004, Status of Contractor as a Direct Contractor (Spain), in solicitations and contracts requiring the import into Spain of supplies for construction, development, maintenance, or operation of Spanish-American installations and facilities.

(e) Use the clause at 252.229-7005, Tax Exemptions (Spain), in solicitations and contracts when contract performance will be in Spain.

(f) Use the clause at 252.229-7006, Value Added Tax Exclusion (United Kingdom), in solicitations and contracts when contract performance will be in the United Kingdom.

(g) Use the clause at 252.229-7007, Verification of United States Receipt of Goods, in solicitations and contracts when contract performance will be in the United Kingdom.

(h) Use the clause at 252.229-7008, Relief from Import Duty (United Kingdom), in solicitations issued and contracts awarded in the United Kingdom.

(i) Use the clause at 252.229-7009, Relief from Customs Duty and Value Added Tax on Fuel (Passenger Vehicles) (United Kingdom), in solicitations issued and contracts awarded in the United Kingdom for fuels (gasoline or diesel) and lubricants used in passenger vehicles (excluding taxis).

(j) Use the clause at 252.229-7010, Relief from Customs Duty on Fuel (United Kingdom), in solicitations issued and contracts awarded in the United Kingdom that require the use of fuels (gasoline or diesel) and lubricants in taxis or vehicles other than passenger vehicles.

63. Subpart 229.70 is added to read as follows:

Subpart 229.70—Special Procedures for Overseas Contracts

Sec.

229.7000 Scope of subpart.

229.7001 Tax exemption in Spain

229.7002 Tax exemption in the United Kingdom.

229.7002-1 Value added tax.

229.7002-2 Import duty.

229.7002-3 Value added tax or import duty problem resolution.

229.7002-4 Information required by HM Customs and Excise.

§ 229.7000 Scope of subpart.

This subpart prescribes procedures to be used by contracting officers to obtain tax relief and duty-free import privileges when conducting U.S. Government acquisitions in certain foreign countries.

§ 229.7001 Tax exemption in Spain.

(a) The Joint United States Military Group (JUSMG), Spain Policy Directive 400.4, or subsequent directive, applies to U.S. contracting offices acquiring supplies or services in Spain when the introduction of material or equipment into Spain is required for contract performance.

(b) Upon award of a contract with a Direct Contractor, as defined in the clause at 252.229-7004, the contracting officer will notify JUSMG-MAAG Madrid, Spain, and HQ 16AF/LGTT and forward three copies of the contract to JUSMG-MAAG, Spain.

(c) If copies of the contract are not available and duty-free import of equipment or materials is urgent, the contracting officer will send JUSMG-MAAG three copies of the Letter of Intent or a similar document indicating the pending award. In these cases, authorization for duty-free import will be issued by the Government of Spain. Upon formal award, the contracting officer will forward three copies of the completed contract to JUSMG-MAAG, Spain.

(d) The contracting officer will notify JUSMG-MAAG, Spain, and HQ 16AF/LGTT of ports-of-entry and identify the customs agents who will clear property on their behalf. Additional documents required for port-of-entry and customs clearance can be obtained by contacting HQ 16AF/LGTT. This information will be passed to the Secretaria General Tecnica del Ministerio de Hacienda (Technical General Secretariat of the Ministry of Finance). A list of customs agents may be obtained from the 600 ABG, APO AE 90646.

§ 229.7002 Tax exemption in the United Kingdom.

This section contains procedures to be followed in securing relief from the British value added tax and import duties.

§ 229.7002-1 Value added tax.

(a) U.S. Government purchases qualifying for tax relief are equipment, materials, facilities, and services for the common defense effort and for foreign aid programs.

(b) To facilitate the resolution of issues concerning specific waivers of import duty or tax exemption for U.S. Government purchases (see 229.7002-3), contracting offices shall provide the

name and activity address of personnel who have been granted warranted contracting authority to Her Majesty's (HM) Customs and Excise at the following address: HM Customs and Excise, International Customs Division G, Branch 4, Adelaide House, London Bridge, London EC4R 9DB.

§ 229.7002-2 Import duty.

No import duty shall be paid by the United States and contract prices shall be exclusive of duty, except when the administrative cost compared to the low dollar value of a contract makes it impracticable to obtain relief from contract import duty. In this instance, the contracting officer shall document the contract file with a statement that—

(a) The administrative burden of securing tax relief under the contract was out of proportion to the tax relief involved;

(b) It is impracticable to secure tax relief;

(c) Tax relief is therefore not being secured; and

(d) The acquisition does not involve the expenditure of any funds to establish a permanent military installation.

§ 229.7002-3 Value added tax or import duty problem resolution.

In the event a value added tax or import duty problem cannot be resolved at the contracting officer's level, refer the issue to HQ Third Air Force, Staff Judge Advocate, Unit 4840, Box 45, APO AE 09459. Direct contact with HM Customs and Excise in London is prohibited.

§ 229.7002-4 Information required by HM Customs and Excise.

(a) *School bus contracts.* Provide one copy of the contract and all modifications to HM Customs and Excise.

(b) *Road fuel contracts.* For contracts that involve an application for relief from duty on the road fuel used in performance of the contract, provide—

(1) To HM Customs and Excise—

(i) Contract number;

(ii) Name and address of contractor;

(iii) Type of work (e.g., laundry, transportation);

(iv) Area of work; and

(v) Period of performance.

(2) To the regional office of HM Customs and Excise to which the contractor applied for relief from the duty on road fuel—copy of the contract.

(c) *Other contracts awarded to United Kingdom firms.* Provide information when requested by HM Customs and Excise.

PART 232—CONTRACT FINANCING

64. Section 232.806 is revised to read as follows:

§ 232.806 Contract clause.

(a)(1) Use the clause at 252.232-7008, Assignment of Claims (Overseas), instead of the clause at FAR 52.232-23, Assignment of Claims, in solicitations and contracts when contract performance will be in a foreign country.

(2) Use Alternate I with the clause at FAR 52.232-23, Assignment of Claims, unless otherwise authorized under 232.803(d).

PART 233—PROTESTS, DISPUTES, AND APPEALS**§ 233.214 [Redesignated]**

65. Section 233.214 is redesignated as section 233.215.

66. Section 233.215-70 is added to read as follows:

§ 233.215-70 Additional contract clause.

Use the clause at 252.233-7001, Choice of Law (Overseas), in solicitations and contracts when contract performance will be outside of the United States, its possessions, and Puerto Rico, unless otherwise provided for in a government-to-government agreement.

PART 234—MAJOR SYSTEM ACQUISITION

67. Section 234.003 is revised to read as follows:

§ 234.003 Responsibilities.

DoD 5000.1, Defense Acquisition, and DoD 5000.2-R, Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated Information System (MAIS) Acquisition Programs, contain the DoD implementation of OMB Circular A-109.

PART 235—RESEARCH AND DEVELOPMENT CONTRACTING**§ 235.006 [Amended]**

68. Section 235.006 is amended in paragraph (b)(i)(C)(1)(iii) by revising the parenthetical phrase "(as defined in FAR 34.001)" to read "(as defined in FAR 2.101)".

69. Section 235.010 is amended in paragraph (b) by revising the last sentence to read as follows:

§ 235.010 Scientific and technical reports.

(b) * * * Requests for eligibility and registration information should be addressed to DTIC-BCS, 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, VA 22060-0944.

PART 236—CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

70. Section 236.274 is amended by revising paragraph (b)(2)(viii) to read as follows:

§ 236.274 Construction in foreign countries.

* * * * *

(b) * * *

(2) * * *

(viii) Resolution of any foreseeable problems that can be appropriately included in the agreement.

71. Section 236.570 is amended by adding paragraph (d) to read as follows:

§ 236.570 Additional provisions and clauses.

* * * * *

(d) Also see 246.710(4) for an additional clause applicable to construction contracts to be performed in Germany.

72. Section 236.609–70 is amended by revising the section heading to read as follows:

§ 236.609–70 Additional provision and clause.

* * * * *

PART 237—SERVICE CONTRACTING**§ 237.7102 [Amended]**

73. Section 237.7102 is amended in paragraphs (a) and (b) by revising the word “Instructions” to read “Instruction”.

PART 239—ACQUISITION OF INFORMATION RESOURCES

74. Section 239.7003 is amended in paragraph (f)(1) by revising the first sentence to read as follows:

§ 239.7003 Procedures.

* * * * *

(f) * * *

(1) Send an SF 120, Report of Excess Personal Property, to the Defense Information Systems Agency, Chief Information Officer, Defense Automation Resources Management Program Division, Attn: D03D, 701 South Courthouse Road, Arlington, VA 22204–2199. * * *

* * * * *

75. Section 239.7102–3 is revised to read as follows:

§ 239.7102–3 Contract clause.

When contracting for computer equipment or systems that are to be used to process classified information, use the clause at 252.239–7000, Protection Against Compromising Emanations.

76. Section 239.7302 is amended by revising paragraph (b)(2)(i) to read as follows:

§ 239.7302 Approvals and screening.

* * * * *

(b) * * *

(2) * * *

(i) Submits a request for screening the requirement against the pool of Government-owned ADPE to determine if available excess equipment could satisfy the contractor's needs. The request should include the contractor's supporting documentation. The request is sent to—

Defense Information Systems Agency, Chief Information Officer, Defense Automation Resources Management Program Division, Attn: D03D, 701 South Courthouse Road, Arlington, VA 22204–2199; or

* * * * *

§ 239.7500 [Amended]

77. Section 239.7500 is amended by removing the word “resources” and inserting the word “technology” in its place.

PART 242—CONTRACT ADMINISTRATION

78. Section 242.101 is amended in the introductory text of paragraph (d)(i) and in paragraph (d)(ii) by revising “Assistant Secretary of Defense (Comptroller)” to read “Under Secretary of Defense (Comptroller/Chief Financial Officer)”; and by revising paragraph (d)(i)(A) to read as follows:

§ 242.101 Policy.

* * * * *

(d)(i) * * *

(A) Quality assurance, contract administration, and audit services provided under a no-charge reciprocal agreement;

* * * * *

§ 242.102 [Amended]

79. Section 242.102 is amended in the introductory text of paragraph (b)(ii) by removing “Area Operations (DCMAO)” and inserting “Command (DCMC)” in its place.

80. Section 242.1404–2–70 is revised to read as follows:

§ 242.1404–2–70 Additional clause.

Use the clause at 252.242–7003, Application for U.S. Government Shipping Documentation/Instructions, when using the clause at FAR 52.242–10, F.o.b. Origin—Government Bills of Lading or Prepaid Postage, or FAR 52.242–11, F.o.b. Origin—Government Bills of Lading or Indicia Mail.

Subpart 242.70—[Removed and reserved]

81. Subpart 242.70 is removed and reserved.

PART 245—GOVERNMENT PROPERTY

82. Section 245.302–1 is amended by revising paragraph (a)(4)(A)(2), the introductory text of paragraph (a)(4)(C), and paragraph (b)(1) to read as follows:

§ 245.302–1 Policy.

(a)(4)(A) * * *

(2) To the Office of the Deputy Under Secretary of Defense (Industrial Affairs and Installations) for projects exceeding the limitations in paragraph (a)(4)(A)(1) of this subsection.

* * * * *

(C) Departments and agencies must submit reports of facilities projects to the House and Senate Armed Services Committees—

* * * * *

(b)(1)(A) *Industrial plant equipment.* Before acquiring industrial plant equipment—

(1) Submit a DD Form 1419, DoD Industrial Plant Equipment Requisition, to the Defense Supply Center Richmond (DSCR), Attn: JH, 8000 Jefferson Davis Highway, Richmond, Va 23297–5100, in accordance with AR 700–43/NAVSUP PUB 5009/AFM 78–9/DLAM 4215.1, Management of Defense-Owned Industrial Plant Equipment, to determine whether existing, reallocable Government-owned facilities can be used.

(2) Do not acquire any item listed on the DD Form 1419 until a certificate of nonavailability is received from DSCR.

(B) *Automatic data processing equipment.* The administrative contracting officer submits contractor requests to acquire automatic data processing equipment to the Defense Information Systems Agency, Chief Information Officer, Defense Automation Resources Management Program Division, Attn: D03D, 701 South Courthouse Road, Arlington, VA 22204–2199, in accordance with the Defense Automation Resources Management Manual.

§ 245.407 [Amended]

83. Section 245.407 is amended in paragraph (a)(ii) by removing the abbreviation “OASD(P&L)(PR)” and inserting in its place the phrase “the Office of the Deputy Under Secretary of Defense (Industrial Affairs and Installations)”.

§ 245.505–6 [Amended]

84. Section 245.505–6 is amended in paragraph (2) by removing the

abbreviation "DIPEC" and inserting in its place the phrase "Defense Supply Center Richmond (DSCR)".

85. Section 245.608-5 is amended by revising paragraphs (a)(2)(B) (2) and (4) and by removing paragraph (d). The revised text reads as follows:

§ 245.608-5 Special items screening.

- (a) * * *
- (2) * * *
- (B) * * *

(2) Defense Supply Center Richmond—IPE components;
* * * * *

(4) Defense Information Systems Agency, Chief Information Officer, Defense Automation Resources Management Program Division—ADPE components.

86. Section 245.608-71 is amended by revising paragraph (a); and in the introductory text of paragraph (b)(1) and paragraphs (b)(2)(i), (b)(2)(ii)(C), (b)(3)(iii), (c), and (d) by removing the abbreviation "DIPEC" and inserting the abbreviation "DSCR" in its place. The revised text reads as follows:

§ 245.608-71 Screening industrial plant equipment.

(a) *Reporting.* Within 15 days of receipt, the plant clearance officer will forward two copies of the DD Form 1342, DoD Property Record, to the Defense Supply Center Richmond (DSCR), ATTN: JH, 8000 Jefferson Davis Highway, Richmond, VA 23297-5100, for all IPE not condition coded "X" or "S." Process IPE condition coded "X" or "S" in accordance with department or agency procedures.

* * * * *

87. Section 245.608-72 is added to read as follows:

§ 245.608-72 Screening excess automatic data processing equipment (ADPE).

Report ADPE that is Government-owned or leased by the contractor (with Government purchase option or other interests, including use rights) to the Defense Information Systems Agency, Defense Automation Resources Management Program Division (DARMP). DARMP does all required screening, including General Services Administration screening, for ADPE. (See the Defense Automation Resources Management Manual.)

§ 245.7206 [Amended]

88. Section 245.7206 is amended in the introductory text and in paragraph (j)(2) by removing the abbreviation "DIPEC" and inserting the abbreviation "DSCR" in its place.

PART 246—QUALITY ASSURANCE

89. Section 246.710 is amended by adding paragraph (4) to read as follows:

§ 246.710 Contract clauses.

* * * * *

(4) Use the clause at 252.246-7002, Warranty of Construction (Germany), in solicitations and contracts for construction when a fixed-price contract will be awarded and contract performance will be in Germany.

PART 249—TERMINATION OF CONTRACTS

§ 249.110 [Amended]

90. Section 249.110 is amended in Table 49-1, Part III—Discussion of Settlement, by revising the statement in paragraph 1.b. to read "In the case of a lump sum settlement, comment on the general basis for and major factors concerning each element of cost and profit included."; and by revising in paragraph 4. the word "terminations" to read "termination".

PART 252—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

§ 252.203-7001 [Amended]

91. Section 252.203-7001 is amended by revising the clause date to read "(JUN 1997)", by revising in paragraph (g) the reference "part 13" to read "part 2"; and by revising in paragraph (h) the phone number "(202) 307-1065" to read "(202) 616-3507".

§§ 252.209-7003 and 252.209-7004 [Removed and reserved]

92. Sections 252.209-7003 and 252.209-7004 are removed and reserved.

§ 252.216-7002 [Removed and reserved]

93. Section 252.216-7002 is removed and reserved.

94. Section 252.216-7003 is added to read as follows:

§ 252.216-7003 Economic price adjustment—wage rates or material prices controlled by a foreign government.

As prescribed in 216.203-4-70(c), use the following clause:

ECONOMIC PRICE ADJUSTMENT—WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT (JUNE 1997)

(a) The Contractor represents that the prices set forth in this contract—

(1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of _____ (*Offeror insert name of host country*); and

(2) Do not include contingency allowances to pay for possible increases in wage rates or material prices.

(b) If wage rates or material prices are revised by the government named in paragraph (a) of this clause, the Contracting Officer shall make an equitable adjustment in the contract price and shall modify the contract to the extent that the Contractor's actual costs of performing this contract are increased or decreased, as a direct result of the revision, subject to the following:

(1) For increases in established wage rates or material prices, the increase in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause increased the applicable wage rate(s) or material price(s), but only if the Contracting Officer receives the Contractor's written request for contract adjustment within 10 days of the change. If the Contractor's request is received later, the effective date shall be the date that the Contracting Officer received the Contractor's request.

(2) For decreases in established wage rates or material prices, the decrease in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause decreased the applicable wage rate(s) or material price(s). The decrease in contract unit price(s) shall apply to all items delivered on and after the effective date of the government's rate or price decrease.

(c) No modification changing the contract unit price(s) shall be executed until the Contracting Officer has verified the applicable change in the rates or prices set by the government named in paragraph (a) of this clause. The Contractor shall make available its books and records that support a requested change in contract price.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause of this contract.

(End of clause)

95. Section 252.219-7000 is amended by revising the clause date to read "(June 1997)" and in paragraph (b) by revising the introductory text and the first two entries to read as follows:

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

* * * * *

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

—Subcontinent Asian (Asian-Indian American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

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

Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

* * * * *

96. Section 252.219-7004 is amended by revising the clause date to read "(June 1997)" and by revising paragraph (c) to read as follows:

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

* * * * *

(c) The Contractor shall submit Standard Form (SF) 295, Summary Subcontract Report, in accordance with the instructions on the form, except—

(1) One copy of the SF 295 and attachments shall be submitted to Director, Small and Disadvantaged Business Utilization, Office of the Deputy Under Secretary of Defense (International and Commercial Programs), 3061 Defense Pentagon, Room 2A338, Washington, DC 20301-3061; and

(2) Item 14, Remarks, shall be completed to include semi-annual cumulative—

(i) Small business, small disadvantaged business, and women-owned small business goals; and

(ii) Small business and small disadvantaged business goals, actual accomplishments, and percentages for each of the two designated industry categories.

* * * * *

97. Section 252.219-7006 is amended by revising the clause date to read "(June 1997)"; and by revising paragraphs (d)(1)(ii) and (d)(2) and Alternate I to read as follows:

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

* * * * *

(d) * * *

(1) * * *

(ii) Supplies (other than procurement from a regular dealer in such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

* * * * *

(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced in the United States by small disadvantaged business concerns, historically black colleges or universities, or minority institutions.

* * * * *

ALTERNATE I (JUNE 1997)

As prescribed in 219.7003, substitute the following paragraph (d)(2) for paragraph (d)(2) of the basic clause:

(d)(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced in the United States by small business concerns, historically black colleges or universities, or minority institutions.

§ 252.219-7007 [Removed and reserved]

98. Section 252.219-7007 is removed and reserved.

99. Sections 252.222-7002, 252.222-7003, and 252.222-7004 are added to read as follows:

§ 252.222-7002 Compliance with local labor laws (overseas).

As prescribed in 222.7201(a), use the following clause:

COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUNE 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

§ 252.222-7003 Permit from Italian Inspectorate of Labor.

As prescribed in 222.7201(b), use the following clause:

PERMIT FROM ITALIAN INSPECTORATE OF LABOR (JUNE 1997)

Prior to the date set for commencement of work and services under this contract, the Contractor shall obtain the prescribed permit from the Inspectorate of Labor having jurisdiction over the work site, in accordance with Article 5g of Italian Law Number 1369, dated October 23, 1960. The Contractor shall ensure that a copy of the permit is available at all reasonable times for inspection by the Contracting Officer or an authorized representative. Failure to obtain such permit may result in termination of the contract for the convenience of the United States

Government, at no cost to the United States Government.

(End of clause)

§ 252.222-7004 Compliance with Spanish social security laws and regulations.

As prescribed in 222.7201(c), use the following clause:

COMPLIANCE WITH SPANISH SOCIAL SECURITY LAWS AND REGULATIONS (JUNE 1997)

(a) The Contractor shall comply with all Spanish Government social security laws and regulations. Within 30 calendar days after the start of contract performance, the Contractor shall ensure that copies of the documents identified in paragraph (a)(1) through (a)(5) of this clause are available at all reasonable times for inspection by the Contracting Officer or an authorized representative. The Contractor shall retain the records in accordance with the Audit and Records clause of this contract.

(1) TC1—Certificate of Social Security Payments;

(2) TC2—List of Employees;

(3) TC2/1—Certificate of Social Security Payments for Trainees;

(4) Nominal (pay statements) signed by both the employee and the Contractor; and

(5) Informa de Situacion de Empresa (Report of the Condition of the Enterprise) from the Ministerio de Trabajo y S.S., Tesoreria General de la Seguridad Social (annotated with the pertinent contract number(s) next to the employee's name).

(b) All TC1's, TC2's, and TC2/1's shall contain a representation that they have been paid by either the Social Security Administration office or the Contractor's bank or savings institution. Failure by the Contractor to comply with the requirements of this clause may result in termination of the contract under the clause of the contract entitled "Default."

(End of clause)

§ 252.225-7004 [Removed and reserved]

100. Section 252.225-7004 is removed and reserved.

101. Sections 252.225-7006 and 252.225-7007 are revised to read as follows:

§ 252.225-7006 Buy American Act—trade agreements—Balance of Payments Program certificate.

As prescribed in 225.408(a)(1), use the following provision:

BUY AMERICAN ACT—TRADE AGREEMENTS—BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUNE 1997)

(a) *Definitions.* "Caribbean Basin country end product," "designated country end product," "domestic end product," "NAFTA country end product," "nondesignated country end product," "qualifying country end product," and "U.S. made end product" have the meanings given in the Trade Agreements and the Buy American Act and Balance of Payments Program clauses of this solicitation.

(b) *Evaluation.* Offers will be evaluated in accordance with the policies and procedures

of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) *Certifications.* (1) The Offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product (as defined in the Buy American Act and Balance of Payments Program clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify and certify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as “U.S. made end products” but do not meet the definition of “domestic end product”:

(insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

(insert line item number)

(insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

(insert line item number)

(insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(insert line item number)

(insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number)

(insert country of origin)

(vi) The Offeror certifies that the following supplies are other nondesignated country end products.

(insert line item number)

(insert country of origin)

(End of provision)

§ 252.225–7007 Trade agreements.

As prescribed in 225.408(a)(2), use the following clause:

TRADE AGREEMENTS (JUNE 1997)

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

(1) “Caribbean Basin country” means—

Antigua and Barbuda
Aruba
Bahamas
Barbados
Belize
British Virgin Islands
Costa Rica
Dominica
Dominican Republic
El Salvador
Grenada
Guatemala
Guyana
Haiti
Honduras
Jamaica
Montserrat
Netherlands Antilles
Nicaragua
Panama
St. Kitts-Nevis
St. Lucia
St. Vincent and the Grenadines
Trinidad and Tobago

(2) “Caribbean Basin country end product”—

(i) Means an article that—

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of—

(A) Textiles and apparel articles that are subject to textile agreements;

(B) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;

(C) Tuna, prepared or preserved in any manner in airtight containers; and

(D) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which Harmonized Tariff Schedule column 2 rates of duty apply.

(3) “Components,” “domestic end product,” “end product,” “nonqualifying country,” “qualifying country,” and

“qualifying country end product” have the meanings given in the Buy American Act and Balance of Payments Program clause of this contract.

(4) “Designated country” means—

Aruba
Austria
Bangladesh
Belgium
Benin
Bhutan
Botswana
Burkina Faso
Burundi
Canada
Cape Verde
Central African Republic
Chad
Comoros
Denmark
Djibouti
Equatorial Guinea
Finland
France
Gambia
Germany
Greece
Guinea
Guinea-Bissau
Haiti
Ireland
Israel
Italy
Japan
Kiribati
Lesotho
Liechtenstein
Luxembourg
Malawi
Maldives
Mali
Mozambique
Nepal
Netherlands
Niger
Norway
Portugal
Republic of Korea
Rwanda
Sao Tome and Principe
Sierra Leone
Singapore
Somalia
Spain
Sweden
Switzerland
Tanzania U.R.
Togo
Tuvalu
Uganda
United Kingdom
Vanuatu
Western Samoa
Yemen

(5) “Designated country end product” means an article that—

(i) Is wholly the growth, product, or manufacture of the designated country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term

refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(6) "NAFTA country end product" means an article that—

(i) Is wholly the growth, product, or manufacture of the NAFTA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(7) "Nondesignated country end product" means any end product that is not a U.S. made end product or a designated country end product.

(8) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.

(9) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(10) "U.S. made end product" means an article that—

(i) Is wholly the growth, product, or manufacture of the United States; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

(b) Unless otherwise specified, the Trade Agreements Act of 1979 (19 U.S.C. 2501 et seq.), the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note), and the Caribbean Basin Initiative apply to all items in the Schedule.

(c)(1) The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specified delivery of U.S. made, qualifying country, designated country, Caribbean Basin country, NAFTA country, or other nondesignated country end products in the Buy American Act—Trade Agreements—Balance of Payments Program Certificate provision of the solicitation.

(2) The Contractor may not supply a nondesignated country end product unless—

(i) It is a qualifying country end product, a Caribbean Basin country end product, or a NAFTA country end product;

(ii) The Contracting Officer has determined that offers of U.S. made end products or qualifying, designated, NAFTA, or Caribbean Basin country end products from responsive,

responsible offerors are either not received or are insufficient to fill the Government's requirements; or

(iii) A national interest waiver has been granted under section 302 of the Trade Agreements Act of 1979 (see FAR 25.402(c)).

(d) The offered price of end products listed and certified under paragraphs (c)(2)(i) and (vi) of the Buy American Act—Trade Agreements—Balance of Payments Program Certificate provision of the solicitation must include all applicable duty. The offered price of qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products for line items subject to the Trade Agreements Act, or the North American Free Trade Agreement Implementation Act, should not include custom fees or duty.

(End of clause)

Alternate I (June, 1997). As prescribed in 225.408(a)(2), delete Singapore from the list of designated countries in paragraph (a)(4) of the basic clause.

102. Section 252.225-7016 is amended by revising the clause date to read "(JUN 1997)"; and by revising paragraphs (b) and (c) to read as follows:

§ 252.225-7016 Restriction on acquisition of ball and roller bearings.

* * * * *

(b) The Contractor agrees that, except as provided in paragraph (c) of this clause, all ball and roller bearings and ball and roller bearing components (including miniature and instrument ball bearings) delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States or Canada. Unless otherwise specified, raw materials, such as performed bar, tube, or rod stock and lubricants, need not be mined or produced in the United States or Canada.

(c)(1) The restriction in paragraph (b) of this clause does not apply to the extent that—

(i) The end items or components containing ball or roller bearings are commercial items; or

(ii) The ball or roller bearings are commercial items manufactured in a qualifying country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(2) The commercial item exception in paragraph (c)(1) of this clause does not include items designed or developed under a Government contract or contracts where the end item is bearings and bearing components.

* * * * *

103. Section 252.225-7022 is revised to read as follows:

§ 252.225-7022 Restriction on acquisition of polyacrylonitrile (PAN) carbon fiber.

As prescribed in 225.7103-3, use the following clause:

RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) CARBON FIBER (JUNE 1997)

(a) This clause applies only if the end product furnished under this contract

contains polyacrylonitrile carbon fibers (alternatively referred to as PAN-based carbon fibers or PAN-based graphite fibers).

(b) PAN carbon fibers contained in the end product shall be manufactured in the United States or Canada using PAN precursor produced in the United States or Canada.

(c) The Contracting Officer may waive the requirement in paragraph (b) of this clause in whole or in part. The Contractor may request a waiver from the Contracting Officer by identifying the circumstances and including a plan to qualify U.S. or Canadian sources expeditiously.

(End of clause)

104. Section 252.225-7025 is revised to read as follows:

§ 252.225-7025 Restriction on acquisition of forgings.

As prescribed in 225.7102-4, use the following clause:

RESTRICTION ON ACQUISITION OF FORGINGS (JUNE 1997)

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

(1) "Domestic manufacture" means manufactured in the United States or Canada if the Canadian firm—

(i) Normally produces similar items or is currently producing the item in support of DoD contracts (as prime or subcontractor); and

(ii) Agrees to become (upon receiving a contract/order) a planned producer under DoD's Industrial Preparedness Production Planning Program, if it is not already a planned producer for the item.

(2) "Forging items" means—

Items	Categories
Ship propulsion shafts	Excludes service and landing craft shafts.
Periscope tubes	All.
Ring forgings for bull gears.	All greater than 120 inches in diameter.

(b) The Contractor agrees that end items and their components delivered under this contract shall contain forging items that are of domestic manufacture only.

(c) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7102-3 of the Defense Federal Acquisition Regulation Supplement.

(d) The Contractor agrees to retain records showing compliance with this restriction until 3 years after final payment and to make records available upon request of the Contracting Officer.

(e) The Contractor agrees to insert this clause, including this paragraph (e), in subcontracts and purchase orders issued in performance of this contract, when products purchased contain restricted forging items.

(End of clause)

105. Section 252.225-7029 is revised to read as follows:

§ 252.225-7029 Preference for United States or Canadian air circuit breakers.

As prescribed in 225.7016-4, use the following clause:

PREFERENCE FOR UNITED STATES OR CANADIAN AIR CIRCUIT BREAKERS (JUNE 1997)

(a) Unless otherwise specified in this offer, the Contractor agrees that air circuit breakers for naval vessels provided under this contract shall be manufactured in the United States or a qualifying country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(b) Unless an exception applies or a waiver is granted under 225.7005(b)(1) of the DFARS, preference will be given to air circuit breakers manufactured in the United States or Canada by adding 50 percent for evaluation purposes to the offered price of all other air circuit breakers, except air circuit breakers manufactured in a qualifying country.

(End of clause)

§ 252.225-7034 [Removed and reserved]

106. Section 252.225-7034 is removed and reserved.

§ 252.225-7040 [Added and reserved]

107. Section 252.225-7040 is add and reserved.

108. Sections 252.225-7041 and 252-225-7042 are added to read as follows:

§ 252.225-7041 Correspondence in English.

As prescribed in 225.971, use the following clause:

CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

§ 252.225-7042 Authorization to perform.

As prescribed in 225.97, use the following clause:

AUTHORIZATION TO PERFORM (JUNE 1997)

The Contractor represents that it has been duly authorized to operate and to do business in the country or countries in which this contract is to be performed. The Contractor also represents that it will fully comply with all laws, decrees, labor standards, and regulations of such country or countries, during the performance of this contract.

(End of clause)

§ 252.227-7030 [Amended]

109. Section 252.227-7030 is amended in the introductory text by removing the reference "227.7103-6(f)(2)" and inserting in its place the reference "227.7103-6(e)(2)".

110. Section 252.228-7006 is added to read as follows:

§ 252.8-7006 Compliance with Spanish laws and insurance.

As prescribed at 228.370(f), use the following clause:

COMPLIANCE WITH SPANISH LAWS AND INSURANCE (JUNE 1997)

(a) The Contractor shall, without additional expense to the United States Government, comply with all applicable Spanish Government laws pertaining to sanitation, traffic, security, employment of labor, and all other laws relevant to the performance of this contract. The Contractor shall hold the United States Government harmless and free from any liability resulting from the Contractor's failure to comply with such laws.

(b) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, all workmen's compensation, employees' liability, bodily injury insurance, and other required insurance adequate to cover the risk assumed by the Contractor. The Contractor shall indemnify and hold harmless the United States Government from liability resulting from all claims for damages as a result of death or injury to personnel or damage to real or personal property related to the performance of this contract.

(c) The Contractor agrees to represent in writing to the Contracting Officer, prior to commencement of work and not later than 15 days after the date of the Notice to Proceed, that the Contractor has obtained the required types of insurance in the following minimum amounts. The representation also shall state that the Contractor will promptly notify the Contracting Officer of any notice of cancellation of insurance or material change in insurance coverage that could affect the United States Government's interests.

Type of insurance	Coverage per person	Coverage per accident	Property damage
Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000

(d) The Contractor shall provide the Contracting Officer with a similar representation for all subcontractors that will perform work under this contract.

(e) Insurance policies required herein shall be purchased from Spanish insurance companies or other insurance companies legally authorized to conduct business in Spain. Such policies shall conform to Spanish laws and regulations and shall—

(1) Contain provisions requiring submission to Spanish law and jurisdiction of any problem that may arise with regard to the interpretation or application of the clauses and conditions of the insurance policy;

(2) Contain a provision authorizing the insurance company, as subrogee of the insured entity, to assume and attend to directly, with respect to any person damaged, the legal consequences arising from the occurrence of such damages;

(3) Contain a provision worded as follows: "The insurance company waives any right of subrogation against the United States of America that may arise by reason of any payment under this policy.";

(4) Not contain any deductible amount or similar limitation; and

(5) Not contain any provisions requiring submission to any type of arbitration.

(End of clause)

111. Sections 252.229-7000 through 252.229-7010 are added to read as follows:

§ 252.229-7000 Invoices exclusive of taxes or duties.

As prescribed in 229.402-1, use the following clause:

INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

§ 252.229-7001 Tax relief.

As prescribed in 229.402-70(a), use the following clause:

TAX RELIEF (JUNE 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United

States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror Insert) RATE (PERCENTAGE): (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

ALTERNATE I (JUNE 1997)

As prescribed in 229.402-70(a), add the following paragraph (d) to the basic clause:

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

§ 252.229-7002 Customs exemptions (Germany).

As prescribed in 229.402-70(b), use the following clause:

CUSTOMS EXEMPTIONS (GERMANY) (JUNE 1997)

Imported products required for the direct benefit of the United States Forces are authorized to be acquired duty-free by the Contractor in accordance with the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense.

(End of clause)

§ 252.229-7003 Tax exemptions (Italy).

As prescribed in 229.402-70(c), use the following clause:

TAX EXEMPTIONS (ITALY) (JUNE 1997)

(a) The Contractor represents that the contract prices, including the prices in subcontracts awarded hereunder, do not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.

(1) Upon receipt of the invoice, the paying office will stamp the following statement on one copy of the invoice:

"I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972."

(2) This certified copy, signed by an authorized Government official, will be returned together with payment to the Contractor. The payment will not include the amount of IVA tax.

(3) The Contractor must retain this copy of the invoice with the representation to substantiate non-payment of the IVA tax.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Marittima (Port Fees).

(5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(d) The Contractor's administrative procedures for claiming and validating the exemptions are as follows:

(1) Contract offer price shall reflect IVA or any other tax or duty.

(2) Contract number must be set forth on Contractor invoices, which should state the exemptions claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972, for IVA exemption.

(3) Fiscal code for appropriated funds payments by Aviano Air Base is: 91000190933.

(4) Questions may be addressed to the Ministry of Finance, 11th District, Rome (06) 5910982.

(End of clause)

§ 252.229-7004 Status of contractors as a direct contractor (Spain).

As prescribed in 229.402-70(d), use the following clause:

Status of Contractor as a Director Contract (Spain) (June 1997)

(a) "Direct Contractor," as used in this clause, means an individual, company, or entity with whom an agency of the United States Department of Defense has executed a written agreement that allows duty-free import of equipment, materials, and supplies into Spain for the construction, development, maintenance, and operation of Spanish-American installations and facilities.

(b) The Contractor is hereby designated as a Direct Contractor under the provisions of Complementary Agreement 5, articles 11, 14, 15, 17, and 18 of the Agreement on Friendship, Defense and Cooperation between the United States Government and the Kingdom of Spain, dated July 2, 1982. The Agreement relates to contacts to be performed in whole or part in Spain, the provisions of which are hereby incorporated into and made a part of this contract by reference.

(c) The Contractor shall apply to the appropriate Spanish authorities for approval of status as a Direct Contractor in order to complete duty-free import of non-Spanish equipment, materials, and supplies represented as necessary for contract performance by the Contracting Officer.

Orders for equipment, materials, and supplies placed prior to official notification of such approval shall be at the Contractor's own risk. The Contractor must submit its documentation in sufficient time to permit processing by the appropriate United States and Spanish Government agencies prior to the arrival of the equipment, material, or supplies in Spain. Seasonal variations in processing times are common, and the Contractor should program its projects accordingly. Any delay or expense arising directly or indirectly from this process shall

not excuse untimely performance (except as expressly allowed in other provisions of this contract), constitute a direct or constructive change, or otherwise provide a basis for additional compensation or adjustment of any kind.

(d) To ensure that all duty-free imports are properly accounted for, exported, or disposed of, in accordance with Spanish law, the Contractor shall obtain a written bank letter of guaranty payable to the Treasurer of the United States, or such other authority as may be designated by the Contracting Officer, in the amount set forth in paragraph (g) of this clause, prior to effecting any duty-free imports for the performance of this contract.

(e) If the Contractor fails to obtain the required guaranty, the Contractor agrees that the Contracting Officer may withhold a portion of the contract payments in order to establish a fund in the amount set forth in paragraph (g) of this clause. The fund shall be used for the payment of import taxes in the event that the Contractor fails to properly account for, export, or dispose of equipment, materials, or supplies imported on a duty-free basis.

(f) The amount of the bank letter of guaranty or size of the fund required under paragraph (d) or (e) of this clause normally shall be 5 percent of the contract value. However, if the Contractor demonstrates to the Contracting Officer's satisfaction that the amount retained by the United States Government or guaranteed by the bank is excessive, the amount shall be reduced to an amount commensurate with contingent import tax and duty-free liability. This bank guaranty or fund shall not be released to the Contractor until the Spanish General Directorate of Customs verifies the accounting, export, or disposition of the equipment, material, or supplies imported on a duty-free basis.

(g) The amount required under paragraph (d), (e), or (f) of this clause is (*Contracting Officer insert amount at time of contract award*).

(h) The Contractor agrees to insert the provisions of this clause, including this paragraph (h), in all subcontracts.

(End of clause)

§ 252.229-7005 Tax exemptions (Spain).

As prescribed in 229.402-70(e), use the following clause:

Tax Exemptions (Spain) (June 1997)

(a) The Contractor represents that the contract prices, including subcontract prices, do not include the taxes identified herein, or any other taxes from which the United States Government is exempt.

(b) In accordance with tax relief agreements between the United States Government and the Spanish Government, and because the incumbent contract arises from the activities of the United States Forces in Spain, the contract will be exempt from the following excise, luxury, and transaction taxes:

(1) Derechos de Aduana (Customs Duties).

(2) Impuesto de Compensacion a la Importacion (Compensation Tax on Imports).

(3) Transmisiones Patrimoniales (Property Transfer Tax).

- (4) Impuesto Sobre el Lujo (Luxury Tax).
 - (5) Actos Juridicos Documentados (Legal Official Transactions).
 - (6) Impuesto Sobre el Trafico de Empresas (Business Trade Tax).
 - (7) Impuestos Especiales de Fabricacion (Special Products Tax).
 - (8) Impuesto Sobre el Petroleo y Derivados (Tax on Petroleum and its By-Products).
 - (9) Impuesto Sobre el Uso de Telefonos (Telephone Tax).
 - (10) Impuesto General Sobre la Renta de Sociedades y demas Entidades Juridicas (General Corporation Income Tax).
 - (11) Impuesto Industrial (Industrial Tax).
 - (12) Impuesto de Rentas Sobre el Capital (Capital Gains Tax).
 - (13) Plus Vailia (Increase on Real Property).
 - (14) Contribucion Territorial Urbana (Metropolitan Real Estate Tax).
 - (15) Contribucion Territorial Rustica y Pecuaria (Farmland Real Estate Tax).
 - (16) Impuestos de la Diputacion (County Service Charges).
 - (17) Impuestos Municipal y Tasas Parafiscales (Municipal Tax and Charges).
- (End of clause)

§ 252.229-7006 Value added tax exclusion (United Kingdom).

As prescribed in 229.402-70(f), use the following clause:

VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (JUNE 1997)

The supplies or services identified in this contract are to be delivered at a price exclusive of value added tax under arrangements between the appropriate United States authorities and Her Majesty's Customs and Excise (Reference Priv 46/7). By executing this contract, the Contracting Officer certifies that these supplies or services are being purchased for United States Government official purposes only.

(End of clause)

§ 252.229-7007 Verification of United States receipt of goods.

As prescribed in 229.402-70(g), use the following clause:

VERIFICATION OF UNITED STATES RECEIPT OF GOODS (JUNE 1997)

The Contractor shall insert the following statement on all Material Inspection and Receiving Reports (DD Form 250 series) for Contracting Officer approval: "I certify that the items listed on this invoice have been received by the United States."

(End of clause)

§ 252.229-7008 Relief from import duty (United Kingdom).

As prescribed in 229.402-70(h), use the following clause:

RELIEF FROM IMPORT DUTY (UNITED KINGDOM) (JUNE 1997)

Any import dutiable articles, components, or raw materials supplied to the United States Government under this contract shall be exclusive of any United Kingdom import duties. Any imported items supplied for which import duty already has been paid will be supplied at a price exclusive of the

amount of import duty paid. The Contractor is advised to contact Her Majesty's (HM) Customs and Excise to obtain a refund upon completion of the contract (Reference HM Customs and Excise Notice No. 431, February 1973, entitled "Relief from Customs Duty and/or Value Added Tax on United States Government Expenditures in the United Kingdom").

(End of clause)

§ 252.229-7009 Relief from customs duty and value added tax on fuel (passenger vehicles) (United Kingdom).

As prescribed in 229.402-70(i), use the following clause:

RELIEF FROM CUSTOMS DUTY AND VALUE ADDED TAX ON FUEL (PASSENGER VEHICLES) (UNITED KINGDOM) (JUNE 1997)

(a) Pursuant to an agreement between the United States Government and Her Majesty's (HM) Customs and Excise, fuels and lubricants used by passenger vehicles (except taxis) in the performance of this contract will be exempt from customs duty and value added tax. Therefore, the procedures outlined in HM Customs and Excise Notice No. 431B, August 1982, and any amendment thereto, shall be used to obtain relief from both customs duty and value added tax for fuel used under the contract. These procedures shall apply to both loaded and unloaded miles. The unit prices shall be based on the recoupment by the Contractor of customs duty in accordance with the following allowances:

(1) Vehicles (except taxis) with a seating capacity of less than 29, one gallon for every 27 miles.

(2) Vehicles with a seating capacity of 29-53, one gallon for every 13 miles.

(3) Vehicles with a seating capacity of 54 or more, one gallon for every 10 miles.

(b) In the event the mileage of any route is increased or decreased within 10 percent, resulting in no change in route price, the customs duty shall be reclaimed from HM Customs and Excise on actual mileage performed.

(End of clause)

§ 252.229-7010 Relief from customs duty on fuel (United Kingdom).

As prescribed in 229.402-70(j), use the following clause:

RELIEF FROM CUSTOMS DUTY ON FUEL (UNITED KINGDOM) (JUNE 1997)

(a) Pursuant to an agreement between the United States Government and Her Majesty's (HM) Customs and Excise, it is possible to obtain relief from customs duty on fuels and lubricants used in support of certain contracts. If vehicle fuels and lubricants are used in support of this contract, the Contractor shall seek relief from customs duty in accordance with HM Customs Notice No. 431, February 1973, entitled "Relief from Customs Duty and/or Value Added Tax on United States Government Expenditures in the United Kingdom." Application should be sent to the Contractor's local Customs and Excise Office.

(b) Specific information should be included in the request for tax relief, such as the number of vehicles involved, types of vehicles, rating of vehicles, fuel consumption, estimated mileage per contract period, and any other information that will assist HM Customs and Excise in determining the amount of relief to be granted.

(c) Within 30 days after the award of this contract, the Contractor shall provide the Contracting Officer with evidence that an attempt to obtain such relief has been initiated. In the event the Contractor does not attempt to obtain relief within the time specified, the Contracting Officer may deduct from the contract price the amount of relief that would have been allowed if HM Customs and Excise had favorably considered the request for relief.

(d) The amount of any rebate granted by HM Customs and Excise shall be paid in full to the United States Government. Checks shall be made payable to the Treasurer of the United States and forwarded to the Administrative Contracting Officer.

(End of clause)

112. Section 252.232-7008 is added to read as follows:

§ 252.232-7008 Assignment of claims (overseas).

As prescribed in 232.806(a)(1), use the following clause:

ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named

assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

§ 252.233–7000 [Added and reserved]

113. Section 252.233–7000 is added and reserved.

114. Section 252.233–7001 is added to read as follows:

§ 252.233–7001 Choice of law (overseas).

As prescribed in 233.215–70, use the following clause:

CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

§ 252.234–7000 [Amended]

115. Section 252.234–7000 is amended in paragraph (a) by removing the phrase “Mandatory Procedures for Major Defense Acquisition Programs and Major Automated Information Systems” and inserting in its place the phrase “Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated Information System (MAIS) Acquisition Programs”.

§ 252.234–7001 [Amended]

116. Section 252.234–7001 is amended in paragraph (a) by removing the phrase “Mandatory Procedures for Major Defense Acquisition Programs and Major Automated Information Systems (MAIS) Acquisition Programs”.

§ 252.243–7002 [Removed and reserved]

117. Section 252.242–7002 is removed and reserved.

§ 252.242–7003 [Amended]

118. Section 252.242–7003 is amended in the introductory text by revising the reference “252.1404–2–70(b)” to read “242.1404–2–70”.

§ 252.242–7005 [Amended]

119. Section 252.242–7005 is amended in paragraph (c) by removing the phrase “Mandatory Procedures for Major Defense Acquisition Programs and Major Automated Information Systems” and inserting in its place the phrase “Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated

Information System (MAIS) Acquisition Programs”.

§ 252.242–7006 [Amended]

120. Section 252.242–7006 is amended in paragraph (b) by removing the phrase “Mandatory Procedures for Major Defense Acquisition Programs and Major Automated Information Systems” and inserting in its place the phrase “Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated Information System (MAIS) Acquisition Programs”.

121. Section 252.246–7002 is added to read as follows:

§ 252.246–7002 Warranty of construction (Germany).

As prescribed in 246.710(4), use the following clause:

WARRANTY OF CONSTRUCTION (GERMANY) (JUNE 1997)

(a) In addition to any other representations in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that the work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material, or design furnished or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for the period(s) specified in Section 13, VOB, Part B, commencing from the date of final acceptance of the work under this contract. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for the period(s) specified in Section 13, VOB, Part B, from the date the Government takes possession.

(c) The Contractor shall remedy, at the Contractor's expense, any failure to conform or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Government-owned or -controlled real or personal property when that damage is the result of—

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, or design furnished or workmanship performed.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable period of time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable period of time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government as directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the Contractor's negligence, or the negligence of a subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government or for the repair of any damage resulting from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's right under the Inspection clause of this contract, with respect to latent defects, gross mistakes, or fraud.

(End of clause)

PART 253—FORMS

122. Section 253.204–70 is amended by revising the heading of paragraph (b)(2); the introductory text of paragraph (b)(13)(i)(E); paragraph (B)(13)(i)(F); paragraph (B)(13)(iv)(C); paragraph (c)(2); paragraph (c)(4)(iv)(A); paragraph (c)(4)(viii)(B)(8)(1); paragraph (d)(5)(i)(J); paragraph (d)(5)(ii)(B); paragraph (d)(5)(iv)(E)(1); and paragraph (d)(5)(x)(B)(14) to read as follows:

§ 253.204–70 DD Form 350, Individual Contracting Action Report.

* * * * *

(b) * * *

(2) Block B2, Modification, Order or Other ID Number. * * *

* * * * *

(13) * * *

(i) * * *

(E) *Code 6—Order/Call under Federal Schedule.* Enter code 6 if the contracting action is a blanket purchase agreement call established with a Federal schedule contractor pursuant to FAR 13.202(c)(3), or an order under a—

* * * * *

(F) *Code 8—Order from Procurement List.* Enter code 8 if the contracting action is an action placed with Federal Prison Industries (UNICOR) or a JWOD Participating Nonprofit Agency in accordance with FAR subpart 8.6 or 8.7. When the contracting action is a modification to an action described in code 8 instructions, enter code 8 in B13A.

* * * * *

(iv) * * *

(C) *Code C—Funding Action.* Enter code C when the contracting action is a modification (to a letter or other contract) for the sole purpose of obligating or deobligating funds. This includes—

(1) Incremental funding (other than incremental yearly buys under multiyear contracts, which are coded B);
(2) Changes to the estimated cost on cost-reimbursement contracts;

(3) Repricing actions covering incentive price revisions;

(4) Economic price adjustments; and
(5) Initial citation and obligation of funds for a contract awarded in one fiscal year but not effective until a subsequent fiscal year.

* * * * *

(c) * *

(2) Do not complete Part C if the contracting action is an action with a government agency, i.e., Block B5B (Government Agency) is coded Y (Yes).

* * * * *

(4) * * *

(iv) * * *

(A) *Code Y—Yes—Positive Response to 252.247-7022 or 252.212-7000(c)(2).*

Enter code Y when the contractor's response to the provision at 252.247-7022, Representation of Extent of Transportation by Sea, or 252.212-7000(c)(2), Offeror Representations and Certifications—Commercial Items, indicates that the contractor anticipates that some of the supplies being provided may be transported by sea.

* * * * *

(viii) * * *

(B) * * *

(8) * * *

(i) Set-aside for small business concerns (see FAR 6.203) including small business innovation research (SBIR) actions and awards to qualified nonprofit agencies employing people who are blind or severely disabled which were participating in a set-aside for small business concerns (see FAR 19.501(h)).

* * * * *

(d) * * *

(5) * * *

(i) * * *

(J) *Code Z—Other Nonprofit.* Enter code Z if the contractor is a nonprofit institution (defined in FAR 31.701) which does not meet any of the criteria in codes D, F, U, or V, and the place of performance is within the United States and outlying areas.

* * * * *

(ii) * * *

(B) *Code B—SDB Not Solicited.* Enter code B when there was a known SDB source, but it was not solicited.

* * * * *

(iv) * * *

(E) BLOCK D4E, PREMIUM PERCENT.

(1) Complete Block D4E if Block B1B is coded A and—

(i) Block D4B is coded C, D, or E; or
(ii) Block D4C is coded B or C.
Otherwise, leave blank.

* * * * *

(x) * * *

(B) * * *

(14) *Code U—Over \$17,000,000.*

* * * * *

123. Section 253.204-71 is amended by revising the last sentence of paragraph (c)(1) and paragraph (d)(6)(i)(B) to read as follows:

§ 253.204-71 DD Form 1057, monthly contracting summary of actions \$25,000 or less.

* * * * *

(c) * * *

(1) * * * For example, enter January 31, 2003, as 20030131.

* * * * *

(d) * * *

(6) * * *

(i) * * *

(B) Not-for-profit and nonprofit institutions (defined in FAR 31.701);

* * * * *

124. The note at the end of Part 253 is amended to remove the entry "253.303-1851 Automation Equipment Requirement".

Appendix G to Chapter 2—[Amended]

125. Appendix G to Chapter 2 is amended in Part 1, Section G-101, by revising paragraph (c) to read as follows:

G-101 Assignment and Use of a Number

* * * * *

(c) Activity address monitors are—

Army

Department of the Army, Attn: OSA(RDA)-PA, 5109 Leesburg Pike, Suite 916, Falls Church, VA 22041-3201

Navy *

Navy Accounting and Finance Center (NAFC-5511), Washington, DC 20376-5001

Marine Corps *

Headquarters, U.S. Marine Corps (Code LBP), Washington, DC 20380-0001

Air Force

SAF/AQCO, 1060 Air Force Pentagon, Washington, DC 20330-1060

Defense Logistics Agency

Defense Logistics Agency, Acquisition Operations Team, 8725 John J. Kingman Road Suit 2533, Fort Belvoir, VA 22060-6221

Other Defense Agencies

All other Defense agencies will forward requests for Appendix G maintenance to the Department of the Army, OSA(RDA)-PA.

* The Navy and Marine Corps Activity Address Monitor for assignment of two-

character call/order serial numbers is: Office of the Assistant Secretary of the Navy (RD&A), Room 536, Crystal Plaza 5, Washington, DC 20350-1000.

126. Appendix G to Chapter 2 is amended in Part 1, Section G-102, by revising paragraph (b)(2) to read as follows:

G-102 Activity Address Number Data Base Maintenance

* * * * *

* * *

(2) Notify the executive editor, Defense Acquisition Regulations System, OUSD(A&T)DP(DAR), 3062 Defense Pentagon, Washington, DC 20301-3062; and

* * * * *

127. Appendix G to Chapter 2 is amended by revising Parts 2, 7, 8, 9, 10, 11, 12, 13, and 14 to read as follows:

PART 2—ARMY ACTIVITY ADDRESS NUMBERS

DAAA03, B1 Pine Bluff Arsenal, Attn: SMCBP-PO, 10020 Kabrich Circle, Pine Bluff, AR 71602-9500

DAAA08, B7 Rock Island Arsenal, Attn: SMCRI-CT, Rock Island, IL 61299-5000

DAAA09, BA U.S. Army Armament, Munitions, and Chemical Command, Attn: AMSIO-ACS, Rock Island, IL 61299-6000

DAAA22, BV Watervliet Arsenal, Attn: SIOVW-PPA, Watervliet, NY 12189-4050

DAAA31, GJ McAlester Army Ammunition Plant, Attn: SMCMC-PC, McAlester, OK 74501-5000

DAAA32, 0P Crane Army Ammunition Activity, Attn: SMCCN-CT, 300 Highway 361, Crane, IN 47522-5099

DAAB07, BG USA Communications-Electronics Command, C3I Acquisition Center, Attn: AMSEL-ACSP-BM, Fort Monmouth, NJ 07703-5008

DAAB08, 2V USA Communications-Electronics Command, C3I Acquisition Center, Attn: AMSEL-ACSB-C (Facility ADP Branch), Fort Monmouth, NJ 07703-5008

DAAB10, ZP USA CECOM C3I Acquisition Center, Attn: AMSEL-ACVF-A-AA (Stop 42), Building 160, Warrenton, VA 22186-5172

DAAB11, D0 USA CECOM C3I Acquisition Center, Attn: AMSEL-AC-VHA-HB Base OPS (Stop 42), Warrenton, VA 22186-5172

DAAB22, E7 Headquarters, 5th Signal Command, DCSLOG, Contract Management Division, Attn: ASQE-LG-C, CMR 421, APO AE 09056-3104

DAAB23, E8 1st Signal Brigade, Unit #15271, Attn: ASQK-L-CO, APO AP 96205-0044

DAAB24, Joint Visual Information Activity, Attn: SAM-OPV-V, 601 North Fairfax Street, Rm 334, Alexandria, VA 22314-2007

DAAC01, BH Anniston Army Depot, Attn: SDSAN-DOC, Anniston, AL 36201-5003

DAAC02, 9X Lexington Blue Grass Army Depot, Procurement Office, Attn: SIO-BG-PO, 2091 Kingston Highway, Richmond, KY 40475-5115

- DAAC07, ZM Sierra Army Depot, Attn: SDSSI-CONT, Herlong, CA 96113-5009,
DAAC67, ZN Letterkenny Army Depot, Attn: SDSLE-P, Chambersburg, PA 17201-4152
DAAC71, ZS Tobyhanna Army Depot, Attn: SKSTO-K, Tobyhanna, PA 18466-5100
DAAC79, D7 Red River Army Depot, Attn: SDSRR-P, Texarkana, TX 75507-5000
DAAC83, BJ Corpus Christi Army Depot, Attn: SDSCC-C, Corpus Christi, TX 78419-6170
DAAC89, BK Tooele Army Depot, Attn: SDSTE-DCBO, Tooele, UT 84074-0839
DAAD01, B5 USA Yuma Proving Ground, Directorate of Contracting, Attn: ATEYP-CR, Yuma, AZ 85365-9106
DAAD05, BM USA Aberdeen Proving Ground, Support Activity, Attn: STEAP-PR/M, Ryan Building, Aberdeen Proving Ground, MD 21005-5001
DAAD07, BN USA White Sands Missile Range, Directorate of Contracting, Attn: STEWS-PR, White Sands, NM 88002-5201
DAAD09, BP USA Dugway Proving Ground, Directorate of Contracting, Attn: STEDP-DOC, Dugway, UT 84022-0538
DAAE07, BR USA Tank-Automotive Command, Attn: AMSTRA-IDAS, Warren, MI 48397-5000
DAAE20, DG Armament and Chemical Acquisition and Logistics Activity (ACALA), Attn: Acquisition Center, Rock Island, IL 61299-6000
DAAE30, 2T U.S. Army Armament RD&E Center (ARDEC), Attn: SMCAR-PCM-O, Building 9, Picatinny Arsenal, NJ 07806-5000
DAAG55, YU U.S. Army Research Office (ARO), Attn: AMXRO-PR, P.O. Box 12211, Research Triangle Park, NC 27709-2211
DAAG99, ZY USA Program Manager-SANG, Attn: AMCPM-NGA, Unit 61304, APO AE 09803-1304
DAAH01, CC USA Missile Command, Attn: AMSMI-AC, Redstone Arsenal, AL 35898-5280
DAAH03, D8 USA Missile Command, Attn: AMSMI-AC, Redstone Arsenal, AL 35898-5280
DAAJ02, D9 Aviation Applied Technology Directorate, U.S. Army Aviation and Troop Command, Attn: AMSAT-R-TC, Building 401, Fort Eustis, VA 23604-5577
DAAJ04, 0V USA Charles Melvin Price Support Center, Attn: SATAS-P, Granite City, IL 62040-1801
DAAJ05, ZF USA Aviation and Troop Command, Attn: IAS21WG, Building 404, Fort Eustis, VA 23604-5577
DAAJ09, BS USA Aviation and Troop Command, Attn: AMSAT-A-AD, 4300 Goodfellow Boulevard, St. Louis, MO 63120-1798
DAAK01, BB USA Aviation and Troop Command, Attn: AMSAT-A-AD, 4300 Goodfellow Boulevard, St. Louis, MO 63120-1798
DAAK60, C5 Soldier Systems Command Acquisition Center, Attn: SATNC-PP (Procurement Support Division), Natick, MA 01760-5011
DAAL01, 1Y U.S. Army Research Laboratory, Attn: AMSRL-OP-PR, 2800 Powder Mill Road, Adelphi, MD 20783-1145
DAAM01, ZU U.S. Army Chemical and Biological Defense Command, Attn: AMSCB-PC, Building E4455, Aberdeen Proving Ground, MD 21010-5423
DAAM02, B2 Rocky Mountain Arsenal, Attn: AMXRM-PM, Building 111, Commerce City, CO 80022-1748
DABT01, F6 U.S. Army Aviation Center, Contracting Office, Attn: ATZQ-C, Building T-00116, Fort Rucker, AL 36362-5000
DABT02, 2A U.S. Army Chemical and Military Police Centers and Fort McClellan, Attn: ATZN-DOC, Building 241-C, Transportation Road, Fort McClellan, AL 36205-5000
DABT10, 2B U.S. Army Infantry Center and Fort Benning, Attn: ATZB-KT, Building 6, Meloy Hall, Room 207, Fort Benning, GA 31905-5000
DABT11, 2C U.S. Army Signal Center and Fort Gordon, Attn: ATZH-CT, Building 2102, Fort Gordon, GA 30905-5110
DABT19, 2D U.S. Army Combined Arms Center and Fort Leavenworth, Attn: ATZL-GCC, 600 Thomas Avenue, Fort Leavenworth, KS 66027-1389
DABT23, 2E U.S. Army Armor Center and Fort Knox, Attn: ATZK-DC, Building 4022, Fort Knox, KY 40121-5000
DABT31, 2F U.S. Army Engineer Center and Fort Leonard Wood, Attn: ATZT-DOC, Building 606, P.O. Box 140, Fort Leonard Wood, MO 65473-0140
DABT39, 2H U.S. Army Field Artillery Center and Fort Sill, Attn: ATZR-Q, Building 1803, P.O. Box 3501, Fort Sill, OK 73503-0501
DABT43, 2J Carlisle Barracks, Attn: ATZE-DOC-C, 314 Lovell Avenue, Suite 1, Carlisle Barracks, PA 17013-5072
DABT47, 2K U.S. Army Training Center and Fort Jackson, Attn: ATZK-DOC, Building 4340, Magruder Street, Fort Jackson, SC 29207-5491
DABT51, 2L U.S. Army Air Defense Artillery Center and Fort Bliss, Attn: ATZC-DOC, Building 2021, 1733 Pleasonton Road, Fort Bliss, TX 79916-6816
DABT57, 2N Directorate of Peninsula Contracting, Attn: ATZF-DPC, Building 2746, Harrison Loop, Fort Eustis, VA 23604-5293
DABT58, 2P Fort Monroe, Attn: ATZG-C #62, Building T-195, Fort Monroe, VA 23651-6000
DABT59, 2Q U.S. Army Combined Arms Support Command and Fort Lee, Attn: ATZM-DOC, 1830 Quartermaster Road, Fort Lee, VA 23801-1606
DABT60, 1L TRADOC Contracting Agency, Attn: ATCA, Building 2798, Fort Eustis, VA 23604-5538
DABT61, BF The Judge Advocate General's School, USA, University of Virginia, Attn: JAGS-SSL-B, 600 Massie Road, Charlottesville, VA 22903-1781
DABT63, BL U.S. Army Intelligence Center, Attn: ATZS-DK, P.O. Box 12748, Fort Huachuca, AZ 85670-2748
DABT65, B0 Mission Contracting Activity at Fort Leavenworth, Attn: ATOB-AL, Room 303, 600 Thomas Avenue, Fort Leavenworth, KS 6602-1389
DABT67, 0Q Commander DLIFLC & POM, Attn: ATZP-DOC, Building 276, Plummer Street, Presidio of Monterey, CA 93944-5006
DACA01, DACW01, CK USA Engineer District, Mobile, Attn: CESAM-CT, P.O. Box 2288, Mobile, AL 36628-0001
DACA03, DACW03, CL USA Engineer District, Little Rock, Attn: DESWL-CT, P.O. Box 867, Little Rock, AR 72203-0867
DACA05, DACW05, CM USA Engineer District, Sacramento, Attn: DESPK-CT, 1325 J Street, Sacramento, CA 95814-2922
DACA07, DACW07, CP USA Engineer District, San Francisco, Attn: CESPN-CT, 333 Market Street, San Francisco, CA 94105-2197
DACA09, DACW09, CQ USA Engineer District, Los Angeles, Attn: CESPL-CT, P.O. Box 2711, Los Angeles, CA 90053-2325
DACA17, DACW17, CS USA Engineer District, Jacksonville, Attn: CESAJ-CT, P.O. Box 4970, Jacksonville, FL 32232-0019
DACA21, DACW21, CV USA Engineer District, Savannah, Attn: CESAS-CT, P.O. Box 889, Savannah, GA 31402-0889
DACA23, DACW23, CX USA Engineer District, Chicago, Attn: CENCRC-CT, 111 North Canal Street, Chicago, IL 60606-7206
DACA25, DACW25, CD USA Engineer District, Rock Island, Clock Tower Building, Attn: CENCRC-CT, P.O. Box 2004, Rock Island, IL 61202-2004
DACA27, DACW27, CY USA Engineer District, Louisville, Attn: CEORL-CT, P.O. Box 59, Louisville, KY 40201-0059
DACA29, DACW29, CZ USA Engineer District, New Orleans, Attn: CELMN-CT, P.O. Box 60267, New Orleans, LA 70160-0267
DACA31, DACW31, DA USA Engineer District, Baltimore, Contracting Division, Attn: CENAB-CT, P.O. Box 1715, Baltimore, MD 21203-1715
DACA33, DACW33, DB USA Engineer District, New England, Attn: CENED-CT, 424 Trapelo Road, Waltham, MA 02254-9149
DACA35, DACW35, DC USA Engineer District, Detroit, Attn: CENCE-CT, P.O. Box 1027, Detroit, MI 48231-1027
DACA37, DACW37, DD USA Engineer District, St. Paul, Attn: CENCSC-CT, 190 Fifth Street East, St. Paul, MN 55101-1638
DACA38, DACW38, DE USA Engineer District, Vicksburg, Attn: CELMK-CT, 3515 I-20 Frontage Road, Vicksburg, MS 39180-5191
DACA39, DACW39, DF USA Engineer, Waterways Experiment Station, Attn: CEWES-CT-Z (Contracting Division), 3909 Halls Ferry Road, Vicksburg, MS 39180-6199
DACA41, DACW41, DH USA Engineer District, Kansas City, Attn: CEMRK-CT, 601 East 12th Street, Kansas City, MO 64106-2896
DACA43, DACW43, DJ USA Engineer District, St. Louis, Attn: CELMS-CT, 1222 Spruce Street, St. Louis, MO 63103-2833
DACA45, DACW45, DK USA Engineer District, Omaha, Attn: CEMRO-CT, 215, North 17th Street, Omaha, NE 68102-4978
DACA47, DACW47, DM USA Engineer District, Albuquerque, Attn: CESWA-CT,

- P.O. Box 1580, Albuquerque, NM 87103-1580
- DACA49, DACW49, DN USA Engineer District, Buffalo, Attn: CENCB-CT, (Contracting Division), 1776 Niagara Street, Buffalo, NY 14207-3199
- DACA51, DACW51, CE USA Engineer District, New York, Contracting Division, Attn: CENAN-CT, 26 Federal Plaza, New York, NY 10028-0090
- DACA54, DACW54, DQ USA Engineer District, Wilmington, Attn: CESAW-CT, P.O. Box 1890, Wilmington, NC 28402-1890
- DACA56, DACW56, DS USA Engineer District, Tulsa, Attn: CESWT-CT, P.O. Box 61, Tulsa, OK 74121-0061
- DACA57, DACW57, DT USA Engineer District, Portland, Attn: CENPP-CT, P.O. Box 2946, Portland, OR 97208-2946
- DACA59, DACW59, DV USA Engineer District, Pittsburgh, Attn: CEORP-CT-SADBUS, 1000 Liberty Avenue, Pittsburgh, PA 15222-4186
- DACA60, DACW60, DW USA Engineer District, Charleston, Attn: CESAC-CT, P.O. Box 919, Charleston, SC 29402-0919
- DACA61, DACW61, CF USA Engineer District, Philadelphia, Attn: CENAP-CT, Contracting Division, 110 Penn Square East, Wanamaker Building, Philadelphia, PA 19107-3390
- DACA62, DACW62, DX USA Engineer District, Nashville, Attn: CEORN-CT, P.O. Box 1070, Nashville, TN 37202-1070
- DACA63, DACW63, DY USA Engineer District, Fort Worth, Attn: CESWF-CT, P.O. Box 17300, Fort Worth, TX 76102-0300, Fort Worth, TX 76102-0300
- DACA64, DACW64, DZ USA Engineer District, Galveston, Attn: CESWG-CT, P.O. Box 1229, Galveston, TX 77553
- DACA65, DACW65, EA USA Engineer District, Norfolk, Contracting Division, Attn: CENAO-CT, 803 Front Street, Norfolk, VA 23510-1096
- DACA66, DACW66, EB USA Engineer District, Memphis, Attn: CEIMM-CT, B-202 Clifford Davis Federal Building, Memphis, TN 38103-1894
- DACA67, DACW67, EC USA Engineer District, Seattle, Attn: CENPS-CT, P.O. Box C-3755, Seattle, WA 98124-2255
- DACA68, DACW68, YW USA Engineer District, Walla Walla, Attn: CENPW-CT, Building 602, City-County Airport, Walla Walla, WA 99362-9265
- DACA69, DACW69, CB USA Engineer District, Huntington, Attn: CEORH-CT, 502 8th Street, Huntington, WV 25701-2070
- DACA72, DACW72, ZA USA Humphreys Engineer Center, Support Activity, Attn: CEHEC-CT, Kingman Building, Fort Belvoir, VA 22060-5580
- DACA75, DACW75, ZC USA Engineer Ordnance Program Division, Attn: CETAD-OP-C, APO AE 09803-1303
- DACA76, DACW76, ZD USA Topographic Engineering Center, Attn: CETEC-CT, 7701 Telegraph Road, Alexandria, VA 22315-3864
- DACA78, DACW78, 9V USA Engineer Transatlantic Division, Attn: CETAD-CT-P, 201 Prince Frederick Drive, Winchester, VA 22602
- DACA79, DACW79, 2R USA Engineer District Japan, Attn: CEPOJ-CT, Unit 45010, APO AP 96343-0061
- DACA81, DACW81 USA Engineer District, Far East, APO AP 96205-0610
- DACA83, DACW83, ZH USA Engineer Division—Pacific Ocean, Attn: CEPD-CT, Building 230, Fort Shafter, HI 96858-5540
- DACA85, DACW85, ZJ USA Engineer District, Alaska, P.O. Box 898, Anchorage, AK 99506-0898
- DACA87, DACW87, ZW USA Engineer Division, Huntsville, Attn: CEHND-CT, P.O. Box 1600, Huntsville, AL 35807-4301
- DACA88, DACW88, OS USA Construction Engineering Research Laboratory, Attn: CECER-CT, P.O. Box 4005, Champaign, IL 61820-1305
- DACA89, DACW89, 1Z USA Cold Regions Research and Engineering Laboratory, Attn: CECRL-LM-CT, 72 Lyme Road, Hanover, NH 03755-1290
- DACA90, DACW90 Trans Atlantic Program Center—Europe, Attn: CETAE-CT, CMR 410, Box 7, APO AE 09096
- DADA03, 8W Fitzsimons Army Medical Center, Directorate of Contracting, Attn: HSHG-DC, Building 205, 10th Street and McCloskey Avenue, Aurora, CO 80045-5001
- DADA08, BT Dwight David Eisenhower Medical Center, Contracting Office, Attn: HSAA-D, Building 39706, 40 A Street, Fort Gordon, GA 30905-5650
- DADA09, YY William Beaumont Army Medical Center, Attn: HSAA-W, Building 7777, Piedras Street, Room 4J18, El Paso, TX 79920-5001
- DADA10, ZQ U.S. Army Medical Command, Central Contracting Office, Attn: HSAA-C, Building 2015, 1105 Beebe Loop, Fort Sam Houston, TX 78234-6000
- DADA13, 0W Madigan Army Medical Center, Contracting Office, Attn: HSAA-M, Building 9933-A, Johnson Street, Tacoma, WA 98431-5100
- DADA15, 0X Walter Reed Army Medical Center, Directorate of Contracting, Attn: HSHL-ZC, Building T-20, 1st Floor, Washington, DC 20307-5001
- DADA16, 0Y Tripler Army Medical Center, Contracting Office, Attn: HSAA-T, Building 160, Krukowski Street, Tripler AMC, HI 96859-5000
- DADA18, 1R Directorate of Contracting, Attn: AFZG-DOC, Building 4201, Fort Sam Houston, TX 78234-5000
- DADA19 EURO-RMC (Regional Medical Command), Landstuhl, Germany, AP AE 09180-3460
- DADW30, 0F US Army Military District of Washington, Attn: ANPC, 103 3rd Avenue, Fort Lesley J. McNair, Washington, DC 20319-5050
- DADW35, 2M USA Garrison Fort Belvoir, Directorate of Contracting, Attn: ANFB-OC, 9410 Jackson Loop, Suite 101, Fort Belvoir, VA 22060-5134
- DADW36, 1J Fort Meade Directorate of Contracting, Attn: ANME-OC, Building 2234, Fort George G. Meade, MD 20755-5081
- DADW38, 2S Fort Ritchie Directorate of Contracting, 601 Lakeside Drive, Fort Ritchie, MD 21719-4020
- DADW49, 0M National Defense University, Contracting Office, Attn: NDU-LG-P, Building 62, Fort Lesley J. McNair, Washington, DC 20319-5066
- DAHA01, 9B USPFO for Alabama, P.O. Box 3715, Montgomery, AL 36193-4801
- DAHA02, 0G USPFO for Arizona, 5644 East Moreland Street, Phoenix, AZ 85008-3442
- DAHA03, 9D USPFO for Arkansas, Camp Robinson, North Little Rock, AR 72118-2200
- DAHA04, 9N USPFO for California, P.O. Box 8104, San Luis Obispo, CA 93403-8104
- DAHA05, Z0 USPFO for Colorado, 660 South Aspen Street, Bldg 1005, Mail Stop 53, Aurora, CO 80011-9511
- DAHA06, 1S USPFO for Connecticut, State Armory, Attn: Contracting Officer, 360 Broad Street, Hartford, CT 06105-3795
- DAHA07, 9A USPFO for Delaware, Grier Building, 1161 River Road, New Castle, DE 19720-5199
- DAHA08, 2W USPFO for Florida, P.O. Box 1008, St. Augustine, FL 32085-1008
- DAHA09, C0 USPFO for Georgia, P.O. Box 17882, Atlanta, GA 30316-0882
- DAHA10, CU USPFO for Idaho, 4040 W. Guard Street, Boise, ID 83705-5004
- DAHA11, 9E USPFO for Illinois, 1301 North McArthur Boulevard, Springfield, IL 62702-2399
- DAHA12, 4E USPFO for Indiana, 2002 S. Holt Road, Indianapolis, IN 46241-4839
- DAHA13, 9L USPFO for Iowa, Camp Dodge, 7700 NW Beaver Drive, Johnston, IA 50131-1902
- DAHA14, 4Z USPFO for Kansas, 2737 South Kansas Avenue, Topeka, KS 66611-1170
- DAHA15, 6P USPFO for Kentucky, Boone National Guard Center, Frankfort, KY 40601-6192
- DAHA16, 0A USPFO for Louisiana, Jackson Barracks, New Orleans, LA 70146-0330
- DAHA17, 0B USPFO for Maine, Camp Keys, Augusta, ME 04333-0032
- DAHA18, 0C USPFO for Maryland, State Mil Reservation, 301 Old Bay Lane, Havre de Grace, MD 21078-4094
- DAHA19, 0D USPFO for Massachusetts, Attn: Contracting Officer, 143 Speen Street, Natick, MA 01760-2599
- DAHA20, 9F USPFO for Michigan, 3111 West St. Joseph Street, Lansing, MI 48913-5102
- DAHA21, 9K USPFO for Minnesota, Camp Ripley, P.O. Box 288, Little Falls, MN 56345-0288
- DAHA22, CW USPFO for Mississippi, 144 Military Drive, Jackson, MS 39208-8880
- DAHA23, 9H USPFO for Missouri, 1715 Industrial Avenue, Jefferson City, MO 65101-1468
- DAHA24, 9P USPFO for Montana, P.O. Box 1157, Helena, MT 59624-1157
- DAHA25 USPFO for Nebraska, 1234 Military Road, Lincoln, NE 68508-1092
- DAHA26 USPFO for Nevada, 2601 South Carson Street, Carson City, NV 89701-5596
- DAHA27 USPFO for New Hampshire, P.O. Box 2003, Concord, NH 03301-2003
- DAHA28, ZK USPFO for New Jersey, 131 Eggert Crossing Road, Lawrenceville, NJ 08648-2805
- DAHA29 USPFO for New Mexico, Attn: Contracting Officer, P.O. Box 4277, Santa Fe, NM 87502-4277

- DAHA30, D2 USPFO for New York, 330 Old Niskayuna Road, Latham, NY 12110-2224
- DAHA31, D3 USPFO for North Carolina, 4201 Reedy Creek Road, Raleigh, NC 27607-6412
- DAHA32, D6 USPFO for North Dakota, P.O. Box 5511, Bismarck, ND 58502-5511
- DAHA33, 9M USPFO for Ohio, 2811 West Granville Road, Columbus, OH 43235-2712
- DAHA34, 9J USPFO for Oklahoma, 3501 Military Circle, N.E., Oklahoma City, OK 73111-4398
- DAHA35, 1X USPFO for Oregon, Attn: USPFO-P, P.O. Box 14840, Salem, OR 97309-5008
- DAHA36, DL USPFO for Pennsylvania, Department of Military Affairs, ATT: Contracting Officer, Annville, PA 17003-5003
- DAHA37 USPFO for Rhode Island, 330 Camp Street, Providence, RI 02906-1954
- DAHA38, DU USPFO for South Carolina, 9 National Guard Road, Columbia, SC 29201-4766
- DAHA39, VQ USPFO for South Dakota, Camp Rapid, Rapid City, SD 57702-8186
- DAHA40, YX USPFO for Tennessee, Powell Avenue, P.O. Box 40748, Nashville, TN 37204-0748
- DAHA41, 9C USPFO for Texas, Attn: Contracting Officer, P.O. Box 5218, Austin, TX 78563-5218
- DAHA42 USPFO for Utah, P.O. Box 2000, Draper, UT 84020-2000
- DAHA43 USPFO for Vermont, Camp Johnson, Building #3, P.O. Box 2000, Colchester, VT 05446-3004
- DAHA44, ZR USPFO for Virginia, 501 East Franklin Street, Richmond, VA 23219-2317
- DAHA45, ZX USPFO for Washington, Camp Murray, Tacoma, WA 98430-5000
- DAHA46 USPFO for West Virginia, 50 Armory Road, Buckhannon, WV 26201-2396
- DAHA47, 9G USPFO for Wisconsin, 8 Madison Blvd., Camp Douglas, WI 54618-5002
- DAHA48 USPFO for Wyoming, P.O. Box 1709, Cheyenne, WY 82003-1709
- DAHA49 USPFO for the District of Columbia, Anacostia Naval Air Station, Building 350, Washington, DC 203315-0001
- DAHA50 USPFO for Hawaii, 4208 Diamond Head Road, Honolulu, HI 96816-4495
- DAHA51, 2Z USPFO for Alaska, Attn: P&C Division, Camp Denali, P.O. Box B, Fort Richardson, AK 99505-2600
- DAHA70 USPFO for Puerto Rico, P.O. Box 3786, San Juan, PR 00904-3786
- DAHA72 USPFO for Virgin Islands, #9 Estate Diamond, Frederiksted, St. Croix, VI 00840
- DAHA74 USPFO for Guam, 622 E. Harmon Industrial Park Road, Tamuning, GU 96911-4422
- DAHA90, 2Y National Guard Bureau, Contracting Support, 5109 Leesburg Pike, Suite 401-B, Falls Church, VA 22041-3201
- DAHC76, 8U U.S. Army Garrison, Alaska, Directorate of Contracting, Attn: APVR-DOC, P.O. Box 5-525, Fort Richardson, AK 99505-0525
- DAHC77, CJ U.S. Army Garrison, Hawaii, Directorate of Contracting, Attn: APVG-GK, Building 520, Pierce Street, Fort Shafter, HI 96858-5025
- DAJA01, 9Q RCO Vicenza, Attn: AEUCC-I, Unit 31401, Box 33, APO AE 09630
- DAJA02, G5 RCO Seckenheim, Attn: AEUCC-S, Unit 29331, APO AE 09266
- DAJA16, 8X RCO Grafenwoehr, Attn: AEUCC-G, Unit 28130, APO AE 09114
- DAJA22, G6 Wiesbaden Regional Contracting Center, Attn: AEUCC-C, CMR 410, Box 741, APO AE 09096
- DAJA61, 9Z RCO Benelux, Attn: AEUCC-B, PSC 79, Box 003, APO AE 09724
- DAJA77 HQ, USACCE (Contracting Cell, Deployed), Attn: AEUCC-O, Unit 29331, APO AE 09266
- DAJA89, F0 RCO Wuerzburg, Attn: AEUCC-W, Unit 26622, APO AE 09244
- DAJA90, 0T RCO Bad Kreuznach, Attn: AEUCC-BK, Unit 24307, APO AE 09252
- DAJB03, F4 HQ, EUSA, Asst Cofs Acquisition Mgt, Attn: EAAQ (PARC), Unit 15236, APO AP 96205-0009
- DAJN21, 1V U.S. Army Garrison, Panama, Directorate of Contracting, Attn: SOCO-CO, Unit 7116, APO AA 34002-5000
- DAKF04, ZE Directorate of Contracting, Attn: AFZJ-DC, P.O. Box 10039, Fort Irwin, CA 92310-0039
- DAKF06, 1C Directorate of Contracting, Attn: AFZC-DOC, Building 6222, Fort Carson, CO 80913-5022
- DAKF10, 1D Directorate of Contracting, Attn: AFZP-DC, Building 622, 2nd Floor, Fort Stewart, GA 31314-5189
- DAKF11, 1E Army Atlanta Contracting Center, Attn: AFLG-PRC, Building 130, Anderson Way, Fort McPherson, GA 30330-6000
- DAKF19, 1G Directorate of Contracting, Attn: AFZN-DOC, P.O. Box 2248, Fort Riley, KS 66442-0248
- DAKF23, 1H Directorate of Contracting, Attn: AFZB-DOC, Building 2174, 13½ and Indiana Streets, Fort Campbell, KY 42223-1100
- DAKF24, G1 Directorate of Contracting, Attn: AFZX-DOC, P.O. Drawer 3918, Fort Polk, LA 71459-5000
- DAKF29, 2G Directorate of Contracting, Attn: AFZT-DOC, Building 5418, 3rd Floor, South Scott Plaza, Fort Dix, NJ 08640-6150
- DAKF31, 1K Directorate of Contracting, Attn: AFRC-FMD-DOC, Building 227, Fort Devens, MA 01433-5340
- DAKF36, 1M Directorate of Contracting, Attn: AFZS-DOC, 45 West Street, Fort Drum, NY 13602-5220
- DAKF40, 1N Directorate of Contracting, Attn: AFZA-DC, Drawer 70120, Fort Bragg, NC 28307-0120
- DAKF48, 1Q Headquarters, III Corps and Fort Hood, Directorate of Contracting, Attn: AFZF-DOC, Building 1001 (Room W103), Fort Hood, TX 76544-5059
- DAFK57, 1T Directorate of Contracting, Attn: AFZH-DOC, Building 9504, Box 339500, Fort Lewis, WA 98433-9500
- DAKF61, 1U Directorate of Contracting, Attn: AFRC-FM-DC, Building 2103, 8th Avenue, Fort McCoy, WI 54656-5000
- DAKF63, 9R Directorate of Contracting, Los Alamitos, 1120 Lexington Drive, Los Alamitos, CA 90720-5002
- DAMA01, G8 Superintendent, USA Military Academy, Attn: MADC, Building 667A, West Point, NY 10996-1594
- DAMD17, B3 U.S. Army Medical Research Acquisition Activity, Attn: MCMR-AAA, Fort Detrick, Frederick, MD 21702-5014
- DAMT01, 0E HQ MTMC, Acquisition Division, Attn: MTAQ-A, 5611 Columbia Pike, Falls Church, VA 22041-5050
- DAMT02, G3 MTMC Eastern Area, Contracting Division, Attn: MTELO-C, Building 42/7, Bayonne, NJ 07002-5302
- DAMT03, G4 MTMC, Western Area, Commander, Attn: MTWLO-CO, Building 1, Alaska Street, Room 2336, Oakland, CA 94626-5000
- DASA01, G0 USA Central Command-Saudi Arabia, Dhahran, Saudi Arabia, Attn: ARCENT-SA-CN, APO AE 09808
- DASA02 USA Central Command-Kuwait, Camp Doha, Kuwait, Attn: ARCENT-KU-KO, APO AE 09889-9900
- DASA03 ARCENT Contracting Division, Attn: ARFD-PARC, Building 363, Fort McPherson, GA 30330-7000
- DASA04 USA Central Command-Qatar, Doha, Qatar, Attn: ARCENT-QA-DOC, APO AE 09898
- DASC01, YJ USAINSCOM Support Battalion (Prov), Directorate of Contracting Operations, Attn: IASB-DCO, 8825 Beulah Street, Fort Belvoir, VA 22060-5246
- DASC02, 1B National Ground Intelligence Center (NGIC), Attn: IANG-LOG, 220 Seventh Street NE, Charlottesville, VA 22902-5396
- DASG60, CB USA Space and Strategic Defense Command, Deputy Commander, Attn: CSSD-CM-AC, P.O. Box 1500, Huntsville, AL 35807-3801
- DASG62, CH U.S. Army Space Command, Attn: MOSC-SC, 1670 North Newport Road, Suite 211, Colorado Springs, CO 80916-2749
- DASW01, F7 Defense Supply Service—Washington, Attn: Policy and Compliance, 5200 Army Pentagon, Room 1E260, Washington, DC 20310-5200
- DATM01, 0R U.S. Army OPTEC Contracting Activity, Attn: CSTE-ZOC, P.O. Box Y, Fort Hood, TX 76544-5065
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PART 7—DEFENSE INFORMATION SYSTEMS AGENCY ACTIVITY ADDRESS NUMBERS

- DCA100, VC DITCO-NCR, Attn: DTN, 701 South Courthouse Road, Arlington, VA 22204-2109 (ZD10)
- DCA200, VP Defense Information Technology Contracting Organization, Contracting Directorate, Attn: DTS, 2300 East Drive, Scott AFB, IL 62225-5406 (ZD11)
- DCA300, 1F DITCO-Pacific, Attn: DTP, Building 487, Box 300, Vincennes Avenue and North Road, Pearl Harbor, HI 96860-5300 (ZD13)
- DCA400, WK DITCO-Europe, Attn: DTE, Unit 4235, Box 375, APO AE 09136-5375 (ZD14)
- DCA500, KH DITCO-Alaska, Attn: DTA, 9864 L Street, Suite 201, Elmendorf AFB, AK 99506-2615 (ZD15)

PART 8—NATIONAL IMAGERY AND MAPPING AGENCY ACTIVITY ADDRESS NUMBERS

- NMA100, BQ National Imagery and Mapping Agency, Contracts in Support of Systems and Technology, Attn: PCS/D-88, 4600 Sangamore Road, Bethesda, MD 20816-5003 (ZM10)
- NMA201, Y2 National Imagery and Mapping Agency, Micro Purchasing Operations (East), Attn: PCM-E/D-6, 4600 Sangamore Road, Bethesda, MD 20816-5003 (ZM21)
- NMA202, Z2 National Imagery and Mapping Agency, Micro Purchasing Operations (West), Attn: PCM-W/L-13, 3200 South Second Street, St. Louis, MO 63118-3399 (ZM22)
- NMA301, V2 National Imagery and Mapping Agency, Contracts in Support of Operations (East), Attn: PCO-E/D-5, 4600 Sangamore Road, Bethesda, MD 20816-5003 (ZM31)
- NMA302, YQ National Imagery and Mapping Agency, Contracts in Support of Operations (West), Attn: PCO-W/L-13, 3200 South Second Street, St. Louis, MO 63118-3399 (ZM32)
- NMA401, 8Y National Imagery and Mapping Agency, Contracts in Support of Corp Affairs (East), Attn: PCC-E/D-6, 4600 Sangamore Road, Bethesda, MD 20816-5003 (ZM41)
- NMA402, YZ National Imagery and Mapping Agency, Contracts in Support of Corp Affairs (West), Attn: PCC-W/L-13, 3200 South Second Street, St. Louis, MO 63118-3399 (ZM42)

PART 9—DEFENSE SPECIAL WEAPONS AGENCY ACTIVITY ADDRESS NUMBERS

- DSWA01, 8Z Defense Special Weapons Agency, Headquarters, Attn: Acquisition Management Directorate, 6801 Telegraph Road, Alexandria, VA 22310-3398 (ZS01)
- DSWA02, 0N Defense Special Weapons Agency, Field Command, Attn: Acquisition Management Office (FCA), 1680 Texas Street, S.E., Kirtland AFB, NM 87115-5669 (ZS02)

PART 10—MISCELLANEOUS DEFENSE ACTIVITIES ACTIVITY ADDRESS NUMBERS

- MDA112, E0 T-ASA, Sacramento Contracting Office, 3116 Peacekeeper Way, McClellan AFB, CA 95652-1068 (ZP12)
- MDA113, VE T-ASA, March Contracting Office, 1363 Z Street, Building 2730, March AFB, GA 92518-2717 (ZP13)
- MDA114, VV T-ASA, Alexandria Contracting Office, 601 North Fairfax Drive, Suite 311, Alexandria, VA 22314-2007 (ZP14)
- MDA210, SF Defense Finance and Accounting Service Headquarters, 1931 Jefferson Davis Highway, Arlington, VA 22240-5291 (ZF21)
- MDA220 Defense Finance and Accounting Service, Integrated Contracting Office, 1931 Jefferson Davis Highway, Arlington, VA 22240-5291 (ZF22)
- MDA230, SU Defense Finance and Accounting Service, Cleveland Center, 1240 East 9th Street, Cleveland, OH 44199-2055 (ZF23)
- MDA240 Defense Finance and Accounting Service, Columbus Center, 4280 East 5th Avenue, Columbus, OH 43219-1879 (ZF24)
- MDA250, SV Defense Finance and Accounting Service, Denver Center, 6760 East Irvington Place, Denver, CO 80279-8000 (ZF25)
- MDA260, ST Defense Finance and Accounting Service, Indianapolis Center, 8899 East 56th Street, Building #1, Indianapolis, IN 46249-0100 (ZF26)
- MDA270 Defense Finance and Accounting Service, Financial Systems Organization, 8899 East 56th Street, Indianapolis, IN 46249-0100 (ZF27)
- MDA280 SY Defense Finance and Accounting Service, Kansas City Center, 1500 East 95th Street, Kansas City, MO 64131 (ZF28)
- MDA410, DR DoDDS, Attn: Procurement Division, 4040 North Fairfax Drive, 8th Floor, Arlington, VA 22203-1635 (ZK10)
- MDA412 9Y DoDDs, European Procurement Office, Unit 29649, Box 4000, APO, AE 09096 (ZK12)
- MDA414, Y4 DoD Education Activity, Education Supplies Procurement Office, Attn: DESPO, 8000 Jefferson Davis Highway, Richmond, VA 23297-5320 (ZK14)
- MDA416, YT DoD Education Activity, Pacific Procurement Office, PSC 556, Box 796, FPO, AP 96386-0796 (ZK16)
- MDA904 Maryland Procurement Office, Attn: N363, 9800 Savage Road, Fort George G. Meade, MD 20755-6000 (ZD04)
- MDA905 B4 Uniformed Services University of the Health Sciences, Attn: Directorate of Contracting, 4301 Jones Bridge Road, Bethesda, MD 20814-4799 (ZD05)
- MDA906 Office of the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS), Attn: Contract Management Division, Building 222, East Harlow Avenue, FAMC, Aurora, CO 80045-6900 (ZD06)
- MDA907 Purchasing and Contracting Office, Menwith Hill Station, APO AE 09210 (ZD07)
- MDA908, 2X Virginia Contracting Activity, Attn: DAP P.O. Box 46563, Washington, DC 20050-6563 (ZD50)
- MDA928 Armed Forces Radiobiology Research Institute, Attn: Acquisition Management Division, 8901 Wisconsin Avenue, Bethesda MD 20889-5145 (ZD28)
- MDA946 Washington Headquarters Services, Real Estate and Facilities Directorate, 1155 Defense Pentagon, Room 3C345, Washington, DC 20301-1155 (ZD46)
- MDA972 WS DARPA, Contract Management Office, 3701 North Fairfax Drive, Arlington, VA 22203 (ZD72)

PART 11—ON-SITE INSPECTION AGENCY ACTIVITY ADDRESS NUMBER

- OSIA01 On-Site Inspection Agency, Acquisition Management, 201 W Service

Road, Dulles Int Airport, PO Box 17498, Washington, DC 20041-0498 (ZD74)

PART 12—BALLISTIC MISSILE DEFENSE ORGANIZATION ACTIVITY ADDRESS NUMBER

- HQ0006, SS Ballistic Missile Defense Organization, Attn: BMDO/DCTP, 7100 Defense Pentagon, Room 1E1019, Washington, DC 20301-7100 (ZD60)

PART 13—DEFENSE COMMISSARY AGENCY ACTIVITY ADDRESS NUMBERS

- DECA01, ZG Defense Commissary Agency, East Service Center, Attn: DeCA/ES-AM, Building P-11200, 38th Street and E Avenue, Fort Lee, VA 23801-6390 (ZD81)
- DECA02, ZT Defense Commissary Agency, West Service Center, Attn: DeCA/WS-AM, Building 3184, Kelly AFB, TX 78241-6290 (ZD82)
- DECA03, 0H Defense Commissary Agency, North East Region, Attn: DeCA/NE-AM, Building 2257, Fort George G. Meade, MD 20755-5520 (ZD83)
- DECA04, BE Defense Commissary Agency, Central Region, Attn: DeCA/CE-AM, 1140 Gator Boulevard, Norfolk, VA 23521-2228 (ZD84)
- DECA05, 0L Defense Commissary Agency, Southern Region, Attn: DeCA/SO-AM, Building 835, Maxwell AFB, AL 36112-6722 (ZD85)
- DECA06, 0J Defense Commissary Agency, Midwest Region, Attn: DeCA/MW-AM, Building 3030, Kelly AFB, TX 78241-6290 (ZD86)
- DECA07, 0Z Defense Commissary Agency, South West Region, Attn: DeCA/SW-AM, Building 329, Marine Corps Air Station El Toro, Santa Ana, CA 92709-5002 (ZD87)
- DECA08, 0K Defense Commissary Agency, Northwest Region, Attn: DeCA/NW-AM, Building 9630, Fort Lewis, WA 98433-7300 (ZD88)

PART 14—UNITED STATES SPECIAL OPERATIONS COMMAND ACTIVITY ADDRESS NUMBERS

- USZA22, 2U USSOCOM Headquarters, Directorate of Procurement, 7701 Tampa Point Boulevard, MacDill AFB, FL 33621-5323 (ZA22)
- USZA24 USSOCOM, 24th STS, Attn: MS-Z, Pope AFB, NC 28308-5000 (ZA24)
- USZA90 USSOCOM, JSOC, P.O. Box 70329, Fort Bragg, NC 28307-5000 (ZA90)
- USZA91 USSOCOM, SOTF, Attn: Contracting, P.O. Box 70660, Fort Bragg, NC 28307-5000 (ZA91)
- USZA92, 1F USSOCOM, USASOC, Attn: AOCO, Fort Bragg, NC 28307-5200 (ZA92)
- USZA93 Special Boat Squadron One (SBR-1), 3400 Tarawa Road, San Diego, CA 92155-5176 (ZA93)
- USZA94 Naval Special Warfare Group One (NSWG-1), 3632 Guadalcanal Road, San Diego, CA 92155-5583 (ZA94)
- USZA95, 1A USSOCOM, TAKO, Contracting Division, Attn: AMSAT-D-TK, 4300 Goodfellow Boulevard, St. Louis, MO 63120 (AZ95)

USZA96, 1P Special Boat Squadron Two (SBR-2), NAB Little Creek, 2220 Schofield Road, Suite 100, Norfolk, VA 23521-2845 (ZA96)

USZA97 Naval Special Warfare Group Two (NSWG-2), 1430 Helicopter Road, Suite 200, Norfolk, VA 23521-2944 (ZA97)

USZA98 Naval Special Warfare Center, 2446 Trident Way, San Diego, CA 92155-5494 (ZA98)

USZA99 Naval Special Warfare Development Group (ZA99), 1636 Regulus Avenue, Virginia Beach, VA 23461-2299

Appendix I to Chapter 2—[Amended]

128. Appendix I to Chapter 2 is amended in section I-103, in the introductory text of paragraph (b), by adding the word “a” before the word “mentor”.

129. Appendix I to Chapter 2 is amended in section I-106, in paragraphs (a) and (d), twice in paragraph (e), and in paragraph (j)(3), by removing the abbreviation “OUSD(A&T)SADBU” and inserting in its place the abbreviation “DUSD(I&CP)SADBU”.

130. Appendix I to Chapter 2 is amended in section I-107, in paragraphs

(a) and (c), by removing the abbreviation “OUSD(A&T)SADBU” and inserting in its place the abbreviation “DUSD(I&CP)SADBU”; and in paragraph (e) by removing the word “the” before the abbreviation “DoD”.

131. Appendix I to Chapter 2 is amended in section I-111, in paragraph (c), by removing the abbreviation “OUSD(A&T)SADBU” and inserting in its place the abbreviation “DUSD(I&CP)SADBU”.

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