

Defense Federal Acquisition Regulation Supplement

Part 237—Service Contracting

TABLE OF CONTENTS (Revised March 5, 2010)

SUBPART 237.1—SERVICE CONTRACTS—GENERAL

237.101	Definitions.
237.102	Policy.
237.102-70	Prohibition on contracting for firefighting or security-guard functions.
237.102-71	Limitation on service contracts for military flight simulators.
237.102-72	Contracts for management services.
237.104	Personal services contracts.
237.106	Funding and term of service contracts.
237.109	Services of quasi-military armed forces.
237.170	Approval of contracts and task orders for services.
237.170-1	Scope.
237.170-2	Approval requirements.
237.171	Training for contractor personnel interacting with detainees.
237.171-1	Scope.
237.171-2	Definition.
237.171-3	Policy.
237.171-4	Contract clause.

SUBPART 237.2—ADVISORY AND ASSISTANCE SERVICES

237.270	Acquisition of audit services.
---------	--------------------------------

SUBPART 237.70—MORTUARY SERVICES

237.7000	Scope.
237.7001	Method of acquisition.
237.7002	Area of performance and distribution of contracts.
237.7003	Solicitation provisions and contract clauses.

SUBPART 237.71—LAUNDRY AND DRY CLEANING SERVICES

237.7100	Scope.
237.7101	Solicitation provisions and contract clauses.

SUBPART 237.72—EDUCATIONAL SERVICE AGREEMENTS

237.7200	Scope.
237.7201	Educational service agreement.
237.7202	Limitations.
237.7203	Duration.
237.7204	Format and clauses for educational service agreements.

SUBPART 237.73—SERVICES OF STUDENTS AT RESEARCH AND DEVELOPMENT LABORATORIES

237.7300	Scope.
237.7301	Definitions.
237.7302	General.
237.7303	Contract clauses.

SUBPART 237.74—SERVICES AT INSTALLATIONS BEING CLOSED

237.7400	Scope.
237.7401	Policy.
237.7402	Contract clause.

Defense Federal Acquisition Regulation Supplement

Part 237—Service Contracting

SUBPART 237.75—ACQUISITION AND MANAGEMENT OF INDUSTRIAL RESOURCES

237.7501 Definition.

237.7502 Policy.

SUBPART 237.76—CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES

237.7600 Scope.

237.7601 Definition.

237.7602 Policy

237.7603 Contract clauses.

TABLE OF CONTENTS
(Revised March 5, 2010)

SUBPART 252.1—INSTRUCTIONS FOR USING PROVISIONS AND CLAUSES

252.101 Using Part 252.

SUBPART 252.2—TEXT OF PROVISIONS AND CLAUSES

252.201-7000	Contracting Officer's Representative.
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.
252.204-7000	Disclosure of Information.
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting.
252.204-7002	Payment for Subline Items Not Separately Priced.
252.204-7003	Control of Government Personnel Work Product.
252.204-7004	Alternate A.
252.204-7005	Oral Attestation of Security Responsibilities.
252.204-7006	Billing Instructions.
252.204-7007	Alternate A, Annual Representations and Certifications.
252.204-7008	Requirements for Contracts Involving Export-Controlled Items.
252.204-7009	Requirements Regarding Potential Access to Export-Controlled Items.
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol.
252.205-7000	Provision of Information to Cooperative Agreement Holders.
252.206-7000	Domestic Source Restriction.
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material.
252.209-7000	Reserved.
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country.
252.209-7002	Disclosure of Ownership or Control by a Foreign Government.
252.209-7003	Reserved.
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country.
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus.
252.209-7006	Limitations on Contractors Acting as Lead System Integrators.
252.209-7007	Prohibited Financial Interests for Lead System Integrators.
252.211-7000	Acquisition Streamlining.
252.211-7001	Availability of Specifications, Standards, and Data Item Descriptions Not Listed in the Acquisition Streamlining and Standardization Information System (ASSIST), and Plans, Drawings, and Other Pertinent Documents.
252.211-7002	Availability for Examination of Specifications, Standards, Plans, Drawings, Data Item Descriptions, and Other Pertinent Documents.
252.211-7003	Item Identification and Valuation.
252.211-7004	Alternate Preservation, Packaging, and Packing.
252.211-7005	Substitutions for Military or Federal Specifications and Standards.
252.211-7006	Radio Frequency Identification.
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

	Unique Identification (IUID) Registry.
252.212-7000	Offeror Representations and Certifications--Commercial Items.
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.
252.215-7000	Pricing Adjustments.
252.215-7001	Reserved.
252.215-7002	Cost Estimating System Requirements.
252.215-7003	Excessive Pass-Through Charges – Identification of Subcontract Effort.
252.215-7004	Excessive Pass-Through Charges.
252.215-7005	Evaluation Factor for Employing or Subcontracting with Members of the Selected Reserve.
252.215-7006	Use of Employees or Individual Subcontractors Who are Members of the Selected Reserve.
252.216-7000	Economic Price Adjustment--Basic Steel, Aluminum, Brass, Bronze, or Copper Mill Products.
252.216-7001	Economic Price Adjustment--Nonstandard Steel Items.
252.216-7002	Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition.
252.216-7003	Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government.
252.217-7000	Exercise of Option to Fulfill Foreign Military Sales Commitments.
252.217-7001	Surge Option.
252.217-7002	Offering Property for Exchange.
252.217-7003	Changes.
252.217-7004	Job Orders and Compensation.
252.217-7005	Inspection and Manner of Doing Work.
252.217-7006	Title.
252.217-7007	Payments.
252.217-7008	Bonds.
252.217-7009	Default.
252.217-7010	Performance.
252.217-7011	Access to Vessel.
252.217-7012	Liability and Insurance.
252.217-7013	Guarantees.
252.217-7014	Discharge of Liens.
252.217-7015	Safety and Health.
252.217-7016	Plant Protection.
252.217-7017	Reserved.
252.217-7018	Reserved.
252.217-7019	Reserved.
252.217-7020	Reserved.
252.217-7021	Reserved.
252.217-7022	Reserved.
252.217-7023	Reserved.
252.217-7024	Reserved.
252.217-7025	Reserved.
252.217-7026	Identification of Sources of Supply.
252.217-7027	Contract Definitization.
252.217-7028	Over and Above Work.
252.219-7000	Reserved.
252.219-7001	Reserved.

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

252.219-7002	Reserved.
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).
252.219-7004	Small Business Subcontracting Plan (Test Program).
252.219-7005	Reserved.
252.219-7006	Reserved.
252.219-7007	Reserved.
252.219-7008	Reserved.
252.219-7009	Section 8(a) Direct Award.
252.219-7010	Alternate A.
252.219-7011	Notification to Delay Performance.
252.222-7000	Restrictions on Employment of Personnel.
252.222-7001	Right of First Refusal of Employment--Closure of Military Installations.
252.222-7002	Compliance with Local Labor Laws (Overseas).
252.222-7003	Permit from Italian Inspectorate of Labor.
252.222-7004	Compliance with Spanish Social Security Laws and Regulations.
252.222-7005	Prohibition on Use of Nonimmigrant Aliens--Guam.
252.223-7000	Reserved.
252.223-7001	Hazard Warning Labels.
252.223-7002	Safety Precautions for Ammunition and Explosives.
252.223-7003	Change in Place of Performance--Ammunition and Explosives.
252.223-7004	Drug-Free Work Force.
252.223-7005	Reserved.
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials.
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives.
252.225-7000	Buy American Act--Balance of Payments Program Certificate.
252.225-7001	Buy American Act and Balance of Payments Program.
252.225-7002	Qualifying Country Sources as Subcontractors.
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer.
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award.
252.225-7005	Identification of Expenditures in the United States.
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States.
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies.
252.225-7008	Restriction on Acquisition of Specialty Metals.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals.
252.225-7010	Commercial Derivative Military Article—Specialty Metals Compliance Certificate.
252.225-7011	Restriction on Acquisition of Supercomputers.
252.225-7012	Preference for Certain Domestic Commodities.
252.225-7013	Duty-Free Entry.
252.225-7014	Reserved.
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools.
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.
252.225-7017	Reserved.

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

- 252.225-7018 Notice of Prohibition of Certain Contracts with Foreign Entities for the Conduct of Ballistic Missile Defense Research, Development, Test, and Evaluation.
- 252.225-7019 Restriction on Acquisition of Anchor and Mooring Chain.
- 252.225-7020 Trade Agreements Certificate.
- 252.225-7021 Trade Agreements.
- 252.225-7022 Trade Agreements Certificate - Inclusion of Iraqi End Products.
- 252.225-7023 Preference for Products or Services from Iraq or Afghanistan.
- 252.225-7024 Requirement for Products or Services from Iraq or Afghanistan.
- 252.225-7025 Restriction on Acquisition of Forgings.
- 252.225-7026 Acquisition Restricted to Products or Services from Iraq or Afghanistan.
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales.
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments.
- 252.225-7029 Reporting of Commercially Available Off-the-Shelf Items that Contain Specialty Metals and are Incorporated into Noncommercial End Items.
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.
- 252.225-7031 Secondary Arab Boycott of Israel.
- 252.225-7032 Waiver of United Kingdom Levies—Evaluation of Offers.
- 252.225-7033 Waiver of United Kingdom Levies.
- 252.225-7034 Reserved.
- 252.225-7035 Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate.
- 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program.
- 252.225-7037 Evaluation of Offers for Air Circuit Breakers.
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers.
- 252.225-7039 Reserved.
- 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.
- 252.225-7041 Correspondence in English.
- 252.225-7042 Authorization to Perform.
- 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States.
- 252.225-7044 Balance of Payments Program--Construction Material.
- 252.225-7045 Balance of Payments Program--Construction Material Under Trade Agreements.
- 252.226-7000 Notice of Historically Black College or University and Minority Institution Set-Aside.
- 252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises—DoD Contracts
- 252.227-7000 Non-Estoppel.
- 252.227-7001 Release of Past Infringement.
- 252.227-7002 Readjustment of Payments.
- 252.227-7003 Termination.
- 252.227-7004 License Grant.
- 252.227-7005 License Term.
- 252.227-7006 License Grant--Running Royalty.
- 252.227-7007 License Term--Running Royalty.
- 252.227-7008 Computation of Royalties.
- 252.227-7009 Reporting and Payment of Royalties.
- 252.227-7010 License to Other Government Agencies.
- 252.227-7011 Assignments.

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

- 252.227-7012 Patent License and Release Contract.
- 252.227-7013 Rights in Technical Data--Noncommercial Items.
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.
- 252.227-7015 Technical Data--Commercial Items.
- 252.227-7016 Rights in Bid or Proposal Information.
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions.
- 252.227-7018 Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program.
- 252.227-7019 Validation of Asserted Restrictions--Computer Software.
- 252.227-7020 Rights in Special Works.
- 252.227-7021 Rights in Data--Existing Works.
- 252.227-7022 Government Rights (Unlimited).
- 252.227-7023 Drawings and Other Data to Become Property of Government.
- 252.227-7024 Notice and Approval of Restricted Designs.
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- 252.227-7026 Deferred Delivery of Technical Data or Computer Software.
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software.
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government.
- 252.227-7029 Reserved.
- 252.227-7030 Technical Data--Withholding of Payment.
- 252.227-7031 Reserved.
- 252.227-7032 Rights in Technical Data and Computer Software (Foreign).
- 252.227-7033 Rights in Shop Drawings.
- 252.227-7034 Reserved.
- 252.227-7035 Reserved.
- 252.227-7036 Reserved.
- 252.227-7037 Validation of Restrictive Markings on Technical Data.
- 252.227-7038 Patent Rights--Ownership by the Contractor (Large Business).
- 252.227-7039 Patents--Reporting of Subject Inventions.
- 252.228-7000 Reimbursement for War-Hazard Losses.
- 252.228-7001 Ground and Flight Risk.
- 252.228-7002 Aircraft Flight Risk.
- 252.228-7003 Capture and Detention.
- 252.228-7004 Bonds or Other Security.
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles.
- 252.228-7006 Compliance with Spanish Laws and Insurance.
- 252.229-7000 Invoices Exclusive of Taxes or Duties.
- 252.229-7001 Tax Relief.
- 252.229-7002 Customs Exemptions (Germany).
- 252.229-7003 Tax Exemptions (Italy).
- 252.229-7004 Status of Contractor as a Direct Contractor (Spain).
- 252.229-7005 Tax Exemptions (Spain).
- 252.229-7006 Value Added Tax Exclusion (United Kingdom).
- 252.229-7007 Verification of United States Receipt of Goods.
- 252.229-7008 Relief from Import Duty (United Kingdom).
- 252.229-7009 Relief From Customs Duty and Value Added Tax on Fuel (Passenger Vehicles) (United Kingdom).

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

- 252.229-7010 Relief from Customs Duty on Fuel (United Kingdom).
- 252.229-7011 Reporting of Foreign Taxes – U.S. Assistance Programs.
- 252.231-7000 Supplemental Cost Principles.
- 252.232-7000 Advance Payment Pool.
- 252.232-7001 Disposition of Payments.
- 252.232-7002 Progress Payments for Foreign Military Sales Acquisitions.
- 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports.
- 252.232-7004 DoD Progress Payment Rates.
- 252.232-7005 Reimbursement of Subcontractor Advance Payments--DoD Pilot Mentor-Protége Program.
- 252.232-7006 Reserved.
- 252.232-7007 Limitation of Government's Obligation.
- 252.232-7008 Assignment of Claims (Overseas).
- 252.232-7009 Mandatory Payment by Governmentwide Commercial Purchase Card.
- 252.232-7010 Levies on Contract Payments.
- 252.233-7000 Reserved.
- 252.233-7001 Choice of Law (Overseas).
- 252.234-7001 Notice of Earned Value Management System.
- 252.234-7002 Earned Value Management System.
- 252.235-7000 Indemnification Under 10 U.S.C. 2354--Fixed Price.
- 252.235-7001 Indemnification Under 10 U.S.C. 2354--Cost Reimbursement.
- 252.235-7002 Animal Welfare.
- 252.235-7003 Frequency Authorization.
- 252.235-7004 Protection of Human Subjects.
- 252.235-7005 Reserved.
- 252.235-7006 Reserved.
- 252.235-7007 Reserved.
- 252.235-7008 Reserved.
- 252.235-7009 Reserved.
- 252.235-7010 Acknowledgement of Support and Disclaimer.
- 252.235-7011 Final Scientific or Technical Report.
- 252.236-7000 Modification Proposals--Price Breakdown.
- 252.236-7001 Contract Drawings and Specifications.
- 252.236-7002 Obstruction of Navigable Waterways.
- 252.236-7003 Payment for Mobilization and Preparatory Work.
- 252.236-7004 Payment for Mobilization and Demobilization.
- 252.236-7005 Airfield Safety Precautions.
- 252.236-7006 Cost Limitation.
- 252.236-7007 Additive or Deductive Items.
- 252.236-7008 Contract Prices--Bidding Schedules.
- 252.236-7009 Option for Supervision and Inspection Services.
- 252.236-7010 Overseas Military Construction--Preference for United States Firms.
- 252.236-7011 Overseas Architect-Engineer Services--Restriction to United States Firms.
- 252.236-7012 Military Construction on Kwajalein Atoll--Evaluation Preference.
- 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers.
- 252.237-7000 Notice of Special Standards of Responsibility.
- 252.237-7001 Compliance with Audit Standards.
- 252.237-7002 Award to Single Offeror.
- 252.237-7003 Requirements.

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

- 252.237-7004 Area of Performance.
- 252.237-7005 Performance and Delivery.
- 252.237-7006 Subcontracting.
- 252.237-7007 Termination for Default.
- 252.237-7008 Group Interment.
- 252.237-7009 Permits.
- 252.237-7010 Reserved.
- 252.237-7011 Preparation History.
- 252.237-7012 Instruction to Offerors (Count-of-Articles).
- 252.237-7013 Instruction to Offerors (Bulk Weight).
- 252.237-7014 Loss or Damage (Count-of-Articles).
- 252.237-7015 Loss or Damage (Weight of Articles).
- 252.237-7016 Delivery Tickets.
- 252.237-7017 Individual Laundry.
- 252.237-7018 Special Definitions of Government Property.
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees.
- 252.237-7020 Reserved.
- 252.237-7021 Reserved.
- 252.237-7022 Services at Installations Being Closed.
- 252.237-7023 Continuation of Mission Essential Functions.
- 252.239-7000 Protection Against Compromising Emanations.
- 252.239-7001 Information Assurance Contractor Training and Certification.
- 252.239-7002 Access.
- 252.239-7003 Reserved.
- 252.239-7004 Orders for Facilities and Services.
- 252.239-7005 Rates, Charges, and Services.
- 252.239-7006 Tariff Information.
- 252.239-7007 Cancellation or Termination of Orders.
- 252.239-7008 Reuse Arrangements.
- 252.239-7009 Reserved.
- 252.239-7010 Reserved.
- 252.239-7011 Special Construction and Equipment Charges.
- 252.239-7012 Title to Telecommunication Facilities and Equipment.
- 252.239-7013 Obligation of the Government.
- 252.239-7014 Term of Agreement.
- 252.239-7015 Continuation of Communication Service Authorizations.
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services.
- 252.241-7000 Superseding Contract.
- 252.241-7001 Government Access.
- 252.242-7000 Reserved.
- 252.242-7001 Reserved.
- 252.242-7002 Reserved.
- 252.242-7003 Application for U.S. Government Shipping Documentation/Instructions.
- 252.242-7004 Material Management and Accounting System.
- 252.243-7000 Reserved.
- 252.243-7001 Pricing of Contract Modifications.
- 252.243-7002 Requests for Equitable Adjustment.
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts).
- 252.245-7000 Government-Furnished Mapping, Charting, and Geodesy Property.

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

- 252.246-7000 Material Inspection and Receiving Report.
- 252.246-7001 Warranty of Data.
- 252.246-7002 Warranty of Construction (Germany).
- 252.246-7003 Notification of Potential Safety Issues.
- 252.247-7000 Hardship Conditions.
- 252.247-7001 Price Adjustment.
- 252.247-7002 Revision of Prices.
- 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer.
- 252.247-7004 Indefinite Quantities--Fixed Charges.
- 252.247-7005 Indefinite Quantities--No Fixed Charges.
- 252.247-7006 Removal of Contractor's Employees.
- 252.247-7007 Liability and Insurance.
- 252.247-7008 Evaluation of Bids.
- 252.247-7009 Award.
- 252.247-7010 Scope of Contract.
- 252.247-7011 Period of Contract.
- 252.247-7012 Ordering Limitation.
- 252.247-7013 Contract Areas of Performance.
- 252.247-7014 Demurrage.
- 252.247-7015 Requirements.
- 252.247-7016 Contractor Liability for Loss or Damage.
- 252.247-7017 Erroneous Shipments.
- 252.247-7018 Subcontracting.
- 252.247-7019 Drayage.
- 252.247-7020 Additional Services.
- 252.247-7021 Returnable Containers Other Than Cylinders.
- 252.247-7022 Representation of Extent of Transportation by Sea.
- 252.247-7023 Transportation of Supplies by Sea.
- 252.247-7024 Notification of Transportation of Supplies by Sea.
- 252.247-7025 Reflagging or Repair Work.
- 252.247-7026 Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade.
- 252.249-7000 Special Termination Costs.
- 252.249-7001 Reserved.
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction.
- 252.251-7000 Ordering From Government Supply Sources.
- 252.251-7001 Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services.

SUBPART 217.74—UNDEFINITIZED CONTRACT ACTIONS
(Revised March 5, 2010)

217.7400 Scope.

This subpart prescribes policies and procedures implementing 10 U.S.C. 2326.

217.7401 Definitions.

As used in this subpart—

(a) “Contract action” means an action which results in a contract.

(1) It includes contract modifications for additional supplies or services.

(2) It includes task orders and delivery orders.

(3) It does not include change orders, administrative changes, funding modifications, or any other contract modifications that are within the scope and under the terms of the contract, e.g., engineering change proposals, value engineering change proposals, and over and above work requests as described in Subpart 217.77. For policy relating to definitization of change orders, see 243.204-70.

(b) “Definitization” means the agreement on, or determination of, contract terms, specifications, and price, which converts the undefinitized contract action to a definitive contract.

(c) “Qualifying proposal” means a proposal containing sufficient information for the DoD to do complete and meaningful analyses and audits of the—

(1) Information in the proposal; and

(2) Any other information that the contracting officer has determined DoD needs to review in connection with the contract.

(d) “Undefinitized contract action” means any contract action for which the contract terms, specifications, or price are not agreed upon before performance is begun under the action. Examples are letter contracts, orders under basic ordering agreements, and provisioned item orders, for which the price has not been agreed upon before performance has begun.

217.7402 Exceptions.

The following undefinitized contract actions (UCAs) are not subject to this subpart, but the contracting officer should apply the policy to them (and to changes under the Changes clause) to the maximum extent practicable—

(a) UCAs for foreign military sales;

(b) Purchases at or below the simplified acquisition threshold;

(c) Special access programs;

(d) Congressionally mandated long-lead procurement contracts.

217.7403 Policy.

DoD policy is that undefinitized contract actions shall—

(a) Be used only when—

(1) The negotiation of a definitive contract action is not possible in sufficient time to meet the Government's requirements; and

(2) The Government's interest demands that the contractor be given a binding commitment so that contract performance can begin immediately.

(b) Be as complete and definite as practicable under the particular circumstances.

217.7404 Limitations.

217.7404-1 Authorization.

The contracting officer shall obtain approval from the head of the contracting activity before—

(a) Entering into a UCA. The request for approval must fully explain the need to begin performance before definitization, including the adverse impact on agency requirements resulting from delays in beginning performance.

(b) Including requirements for non-urgent spare parts and support equipment in a UCA. The request should show that inclusion of the non-urgent items is consistent with good business practices and in the best interest of the United States.

(c) Modifying the scope of a UCA when performance has already begun. The request should show that the modification is consistent with good business practices and in the best interests of the United States.

217.7404-2 Price ceiling.

UCAs shall include a not-to-exceed price.

217.7404-3 Definitization schedule.

(a) UCAs shall contain definitization schedules that provide for definitization by the earlier of—

(1) The date that is 180 days after issuance of the action (this date may be extended but may not exceed the date that is 180 days after the contractor submits a qualifying proposal); or

(2) The date on which the amount of funds obligated under the contract action is equal to more than 50 percent of the not-to-exceed price.

(b) Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the contract. If the contractor does not submit a timely qualifying proposal, the contracting officer may suspend or reduce progress payments under FAR 32.503-6, or take other appropriate action.

217.7404-4 Limitations on obligations.

(a) The Government shall not obligate more than 50 percent of the not-to-exceed price before definitization. However, if a contractor submits a qualifying proposal before 50 percent of the not-to-exceed price has been obligated by the Government, then the limitation on obligations before definitization may be increased to no more than 75 percent (see 232.102-70 for coverage on provisional delivery payments).

(b) In determining the appropriate amount to obligate, the contracting officer shall assess the contractor's proposal for the undefinitized period and shall obligate funds only in an amount consistent with the contractor's requirements for the undefinitized period.

217.7404-5 Exceptions.

(a) The limitations in 217.7404-2, 217.7404-3, and 217.7404-4 do not apply to UCAs for the purchase of initial spares.

(b) The head of an agency may waive the limitations in 217.7404-2, 217.7404-3, and 217.7404-4 for UCAs if the head of the agency determines that the waiver is necessary to support—

- (1) A contingency operation; or
- (2) A humanitarian or peacekeeping operation.

217.7404-6 Allowable profit.

When the final price of a UCA is negotiated after a substantial portion of the required performance has been completed, the head of the contracting activity shall ensure the profit allowed reflects—

(a) Any reduced cost risk to the contractor for costs incurred during contract performance before negotiation of the final price;

(b) The contractor's reduced cost risk for costs incurred during performance of the remainder of the contract; and

(c) The requirements at 215.404-71-3(d)(2). The risk assessment shall be documented in the contract file.

217.7405 Plans and reports.

(a) To provide for enhanced management and oversight of UCAs, departments and agencies shall—

(1) Prepare and maintain a Consolidated UCA Management Plan; and

(2) Prepare semi-annual Consolidated UCA Management Reports addressing each UCA with an estimated value exceeding \$5 million.

(b) Consolidated UCA Management Reports and Consolidated UCA Management Plan updates shall be submitted to the Office of the Director, Defense Procurement and

Defense Federal Acquisition Regulation Supplement

Part 217—Special Contracting Methods

Acquisition Policy, by October 31 and April 30 of each year in accordance with the procedures at PGI 217.7405.

217.7406 Contract clauses.

(a) Use the clause at FAR 52.216-24, Limitation of Government Liability, in all UCAs, solicitations associated with UCAs, basic ordering agreements, indefinite delivery contracts, and any other type of contract providing for the use of UCAs.

(b) Use the clause at 252.217-7027, Contract Definitization, in all UCAs, solicitations associated with UCAs, basic ordering agreements, indefinite delivery contracts, and any other type of contract providing for the use of UCAs. Insert the applicable information in paragraphs (a), (b), and (d) of the clause. If, at the time of entering into the UCA, the contracting officer knows that the definitive contract action will meet the criteria of FAR 15.403-1, 15.403-2, or 15.403-3 for not requiring submission of cost or pricing data, the words “and cost or pricing data” may be deleted from paragraph (a) of the clause.

SUBPART 237.76—CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES

(Added March 5, 2010)

237.7600 Scope.

This subpart prescribes procedures for the acquisition of essential contractor services which support mission essential functions.

237.7601 Definitions.

As used in this subpart—

(1) “Essential contractor service” means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or equivalent.

(2) “Mission-essential functions” means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities. Failure to perform or sustain these functions would significantly affect DoD’s ability to provide vital services or exercise authority, direction, and control.

237.7602 Policy.

(a) Contractors providing services designated as essential contractor services by a requiring activity shall be prepared to continue providing such services, in accordance with the terms and conditions of their contracts, during periods of crisis.

As a general rule, the designation of services as essential contractor services will not apply to an entire contract but will apply only to those service functions that have been specifically identified as essential contractor services by the functional commander or equivalent.

(b) Contractors who provide Government-determined essential contractor services shall have a written plan to ensure the continuation of these services in crisis situations. Contracting officers shall consult with a functional manager to assess the sufficiency of the contractor-provided written plan. Contractors will activate such plans only during periods of crisis, as directed by the appropriate functional commander or equivalent.

Defense Federal Acquisition Regulation Supplement

Part 237—Service Contracting

(c) The contracting officer shall follow the procedures at PGI 207.105(b)(20)(C) in preparing an acquisition plan.

237.7603 Contract clause.

Use the clause at 252.237-7023, Continuation of Essential Contractor Services in solicitations and contracts for services that are in support of mission essential functions.

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

(Revised March 5, 2010)

252.237-7000 Notice of Special Standards of Responsibility.

As prescribed in 237.270(d)(1), use the following provision:

NOTICE OF SPECIAL STANDARDS OF RESPONSIBILITY (DEC 1991)

(a) To be determined responsible, the Offeror must meet the general standards of responsibility set forth at FAR 9.104-1 and the following criteria, as described in Chapter 3, General Standards, of “Government Auditing Standards.”

- (1) Qualifications;
- (2) Independence; and
- (3) Quality Control.

(b) “Government Auditing Standards” is issued by the Comptroller General of the United States and is available for sale from the:

Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20401

Stock number 020-000-00243-3.

(c) The apparently successful Offeror, before award, shall give the Contracting Officer evidence that it is licensed by the cognizant licensing authority in the state or other political jurisdiction where the Offeror operates its professional practice.

(End of provision)

252.237-7001 Compliance with Audit Standards.

As prescribed in 237.270(d)(2), use the following clause:

COMPLIANCE WITH AUDIT STANDARDS (MAY 2000)

The Contractor, in performance of all audit services under this contract, shall comply with “Government Auditing Standards” issued by the Comptroller General of the United States.

(End of clause)

252.237-7002 Award to Single Offeror.

As prescribed in 237.7003(a), use the following provision:

AWARD TO SINGLE OFFEROR (DEC 1991)

- (a) Award shall be made to a single offeror.

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

(b) Offerors shall include unit prices for each item. Failure to include unit prices for each item will be cause for rejection of the entire offer.

(c) The Government will evaluate offers on the basis of the estimated quantities shown.

(d) Award will be made to that responsive, responsible offeror whose total aggregate offer is the lowest price to the Government.

(End of provision)

ALTERNATE I (DEC 1991)

As prescribed in 237.7003(a), substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) Award will be made to that responsive, responsible offeror whose total aggregate offer is in the best interest of the Government.

252.237-7003 Requirements.

As prescribed in 237.7003(b), use the following clause:

REQUIREMENTS (DEC 1991)

(a) Except as provided in paragraphs (c) and (d) of this clause, the Government will order from the Contractor all of its requirements in the area of performance for the supplies and services listed in the schedule of this contract.

(b) Each order will be issued as a delivery order and will list—

- (1) The supplies or services being ordered;
- (2) The quantities to be furnished;
- (3) Delivery or performance dates;
- (4) Place of delivery or performance;
- (5) Packing and shipping instructions;
- (6) The address to send invoices; and
- (7) The funds from which payment will be made.

(c) The Government may elect not to order supplies and services under this contract in instances where the body is removed from the area for medical, scientific, or other reason.

(d) In an epidemic or other emergency, the contracting activity may obtain services beyond the capacity of the Contractor's facilities from other sources.

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

(e) Contracting Officers of the following activities may order services and supplies under this contract—

(End of clause)

252.237-7004 Area of Performance.

As prescribed in 237.7003(b), use the following clause:

AREA OF PERFORMANCE (DEC 1991)

(a) The area of performance is as specified in the contract.

(b) The Contractor shall take possession of the remains at the place where they are located, transport them to the Contractor's place of preparation, and later transport them to a place designated by the Contracting Officer.

(c) The Contractor will not be reimbursed for transportation when both the place where the remains were located and the delivery point are within the area of performance.

(d) If remains are located outside the area of performance, the Contracting Officer may place an order with the Contractor under this contract or may obtain the services elsewhere. If the Contracting Officer requires the Contractor to transport the remains into the area of performance, the Contractor shall be paid the amount per mile in the schedule for the number of miles required to transport the remains by a reasonable route from the point where located to the boundary of the area of performance.

(e) The Contracting Officer may require the Contractor to deliver remains to any point within 100 miles of the area of performance. In this case, the Contractor shall be paid the amount per mile in the schedule for the number of miles required to transport the remains by a reasonable route from the boundary of the area of performance to the delivery point.

(End of clause)

252.237-7005 Performance and Delivery.

As prescribed in 237.7003(b), use the following clause:

PERFORMANCE AND DELIVERY (DEC 1991)

(a) The Contractor shall furnish the material ordered and perform the services specified as promptly as possible but not later than 36 hours after receiving notification to remove the remains, excluding the time necessary for the Government to inspect and check results of preparation.

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

(b) The Government may, at no additional charge, require the Contractor to hold the remains for an additional period not to exceed 72 hours from the time the remains are casketed and final inspection completed.

(End of clause)

252.237-7006 Subcontracting.

As prescribed in 237.7003(b), use the following clause:

SUBCONTRACTING (DEC 1991)

The Contractor shall not subcontract any work under this contract without the Contracting Officer's written approval. This clause does not apply to contracts of employment between the Contractor and its personnel.

(End of clause)

252.237-7007 Termination for Default.

As prescribed in 237.7003(b), use the following clause:

TERMINATION FOR DEFAULT (DEC 1991)

(a) This clause supplements and is in addition to the Default clause of this contract.

(b) The Contracting Officer may terminate this contract for default by written notice without the ten day notice required by paragraph (a)(2) of the Default clause if—

(1) The Contractor, through circumstances reasonably within its control or that of its employees, performs any act under or in connection with this contract, or fails in the performance of any service under this contract and the act or failures may reasonably be considered to reflect discredit upon the Department of Defense in fulfilling its responsibility for proper care of remains;

(2) The Contractor, or its employees, solicits relatives or friends of the deceased to purchase supplies or services not under this contract. (The Contractor may furnish supplies or arrange for services not under this contract, only if representatives of the deceased voluntarily request, select, and pay for them.);

(3) The services or any part of the services are performed by anyone other than the Contractor or the Contractor's employees without the written authorization of the Contracting Officer;

(4) The Contractor refuses to perform the services required for any particular remains; or

(5) The Contractor mentions or otherwise uses this contract in its advertising in any way.

(End of clause)

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

252.237-7008 Group Interment.

As prescribed in 237.7003(b), use the following clause:

GROUP INTERMENT (DEC 1991)

The Government will pay the Contractor for supplies and services provided for remains interred as a group on the basis of the number of caskets furnished, rather than on the basis of the number of persons in the group.

(End of clause)

252.237-7009 Permits.

As prescribed in 237.7003(b), use the following clause:

PERMITS (DEC 1991)

The Contractor shall meet all State and local licensing requirements and obtain and furnish all necessary health department and shipping permits at no additional cost to the Government. The Contractor shall ensure that all necessary health department permits are in order for disposition of the remains.

(End of clause)

252.237-7010 Reserved.

252.237-7011 Preparation History.

As prescribed in 237.7003(b), use the following clause:

PREPARATION HISTORY (DEC 1991)

For each body prepared, or for each casket handled in a group interment, the Contractor shall state briefly the results of the embalming process on a certificate furnished by the Contracting Officer.

(End of clause)

252.237-7012 Instruction to Offerors (Count-of-Articles).

As prescribed in 237.7101(a), use the following provision:

INSTRUCTION TO OFFERORS (COUNT-OF-ARTICLES) (DEC 1991)

(a) The Offeror shall include unit prices for each item in a lot. Unit prices shall include all costs to the Government of providing the services, including pickup and delivery charges.

(b) Failure to offer on any item in a lot shall be cause for rejection of the offer on that lot. The Contracting Officer will evaluate offers based on the estimated quantities in the solicitation.

(c) Award generally will be made to a single offeror for all lots. However, the Contracting Officer may award by individual lot when it is more advantageous to the Government.

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

(d) Prospective offerors may inspect the types of articles to be serviced. Contact the Contracting Officer to make inspection arrangements.

(End of provision)

252.237-7013 Instruction to Offerors (Bulk Weight).

As prescribed in 237.7101(b), use the following provision:

INSTRUCTION TO OFFERORS (BULK WEIGHT) (DEC 1991)

(a) Offers shall be submitted on a unit price per pound of serviced laundry. Unit prices shall include all costs to the Government of providing the service, including pickup and delivery charges.

(b) The Contracting Officer will evaluate bids based on the estimated pounds of serviced laundry stated in the solicitation.

(c) Award generally will be made to a single offeror for all lots. However, the Contracting Officer may award by individual lot when it is more advantageous to the Government.

(d) Prospective offerors may inspect the types of articles to be serviced. Contact the Contracting Officer to make inspection arrangements.

(End of provision)

252.237-7014 Loss or Damage (Count-of-Articles).

As prescribed in 237.7101(c), use the following clause:

LOSS OR DAMAGE (COUNT-OF-ARTICLES) (DEC 1991)

(a) The count-of-articles will be—

(1) The count of the Contracting Officer; or

(2) The count agreed upon as a result of a joint count by the Contractor and the Contracting Officer at the time of delivery to the Contractor.

(b) The Contractor shall—

(1) Be liable for return of the number and kind of articles furnished for service under this contract; and

(2) Shall indemnify the Government for any loss or damage to such articles.

(c) The Contractor shall pay to the Government the value of any lost or damaged property using Federal supply schedule price lists. If the property is not on these price lists, the Contracting Officer shall determine a fair and reasonable price.

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

(d) The Contracting Officer will allow credit for any depreciation in the value of the property at the time of loss or damage. The Contracting Officer and the Contractor shall mutually determine the amount of the allowable credit.

(e) Failure to agree upon the value of the property or on the amount of credit due will be treated as a dispute under the Disputes clause of this contract.

(f) In case of damage to any property that the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor may repair the property at its expense in a manner satisfactory to the Contracting Officer, rather than make payment under paragraph (c) of this clause.

(End of clause)

252.237-7015 Loss or Damage (Weight of Articles).

As prescribed in 237.7101(d), use the following clause:

LOSS OR DAMAGE (WEIGHT OF ARTICLES) (DEC 1991)

(a) The Contractor shall—

(1) Be liable for return of the articles furnished for service under this contract;
and

(2) Indemnify the Government for any articles delivered to the Contractor for servicing under this contract that are lost or damaged, and in the opinion of the Contracting Officer, cannot be repaired satisfactorily.

(b) The Contractor shall pay to the Government _____ per pound for lost or damaged articles. The Contractor shall pay the Government only for losses which exceed the maximum weight loss in paragraph (e) of this clause.

(c) Failure to agree on the amount of credit due will be treated as a dispute under the Disputes clause of this contract.

(d) In the case of damage to any articles that the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the articles at its expense in a manner satisfactory to the Contracting Officer.

(e) The maximum weight loss allowable in servicing the laundry is _____ percent of the weight recorded on delivery tickets when the laundry is picked up. Any weight loss in excess of this amount shall be subject to the loss provisions of this clause.

(End of clause)

252.237-7016 Delivery Tickets.

As prescribed in 237.7101(e), use the following clause:

DELIVERY TICKETS (DEC 1991)

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

(a) The Contractor shall complete delivery tickets in the number of copies required and in the form approved by the Contracting Officer, when it receives the articles to be serviced.

(b) The Contractor shall include one copy of each delivery ticket with its invoice for payment.

(End of clause)

ALTERNATE I (DEC 1991)

As prescribed 237.7101(e)(1), add the following paragraphs (c), (d), and (e) to the basic clause:

(c) Before the Contractor picks up articles for service under this contract, the Contracting Officer will ensure that—

(1) Each bag contains only articles within a single bag type as specified in the schedule; and

(2) Each bag is weighed and the weight and bag type are identified on the bag.

(d) The Contractor shall, at time of pickup—

(1) Verify the weight and bag type and record them on the delivery ticket; and

(2) Provide the Contracting Officer, or representative, a copy of the delivery ticket.

(e) At the time of delivery, the Contractor shall record the weight and bag type of serviced laundry on the delivery ticket. The Contracting Officer will ensure that this weight and bag type are verified at time of delivery.

ALTERNATE II (DEC 1991)

As prescribed in 237.7101(e)(2), add the following paragraphs (c), (d), and (e) to the basic clause—

(c) Before the Contractor picks up articles for service under this contract, the Contracting Officer will ensure that each bag is weighed and that the weight is identified on the bag.

(d) The Contractor, at time of pickup, shall verify and record the weight on the delivery ticket and shall provide the Contracting Officer, or representative, a copy of the delivery ticket.

(e) At the time of delivery, the Contractor shall record the weight of serviced laundry on the delivery ticket. The Contracting Officer will ensure that this weight is verified at time of delivery.

252.237-7017 Individual Laundry.

As prescribed in 237.7101(f), use the following clause:

INDIVIDUAL LAUNDRY (DEC 1991)

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

(a) The Contractor shall provide laundry service under this contract on both a unit bundle and on a piece-rate bundle basis for individual personnel.

(b) The total number of pieces listed in the “Estimated Quantity” column in the schedule is the estimated amount of individual laundry for this contract. The estimate is for information only and is not a representation of the amount of individual laundry to be ordered. Individuals may elect whether or not to use the laundry services.

(c) Charges for individual laundry will be on a per unit bundle or a piece-rate basis. The Contractor shall provide individual laundry bundle delivery tickets for use by the individuals in designating whether the laundry is a unit bundle or a piece-rate bundle. An individual laundry bundle will be accompanied by a delivery ticket listing the contents of the bundle.

(d) The maximum number of pieces to be allowed per bundle is as specified in the schedule and as follows—

(1) Bundle consisting of 26 pieces, including laundry bag. This bundle will contain approximately _____ pieces of outer garments which shall be starched and pressed. Outer garments include, but are not limited to, shirts, trousers, jackets, dresses, and coats.

(2) Bundle consisting of 13 pieces, including laundry bag. This bundle will contain approximately _____ pieces of outer garments which shall be starched and pressed. Outer garments include, but are not limited to, shirts, trousers, jackets, dresses, and coats.

(End of clause)

252.237-7018 Special Definitions of Government Property.

As prescribed in 237.7101(g), use the following clause:

SPECIAL DEFINITIONS OF GOVERNMENT PROPERTY (DEC 1991)

Articles delivered to the Contractor to be laundered or dry-cleaned, including any articles which are actually owned by individual Government personnel, are Government-owned property, not Government-furnished property. Government-owned property does not fall under the requirements of any Government-furnished property clause of this contract.

(End of clause)

252.237-7019 Training for Contractor Personnel Interacting with Detainees.

As prescribed in 237.171-4, use the following clause:

TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (SEP 2006)

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

“Combatant Commander” means the commander of a unified or specified

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

combatant command established in accordance with 10 U.S.C. 161.

“Detainee” means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

“Personnel interacting with detainees” means personnel who, in the course of their duties, are expected to interact with detainees.

(b) *Training requirement.* This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to—

(A) Receive the training specified in paragraph (b)(1) of this clause—

(1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(ii) To make these arrangements, the following points of contact apply:

[Contracting Officer to insert applicable point of contact information cited in PGI 237.171-3(b).]

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

252.237-7020 Reserved.

252.237-7021 Reserved.

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

252.237-7022 Services at Installations Being Closed.

As prescribed in 237.7402, use the following clause:

SERVICES AT INSTALLATIONS BEING CLOSED (MAY 1995)

Professional employees shall be used by the local government to provide services under this contract to the extent that professionals are available in the area under the jurisdiction of such government.

(End of clause)

252.237-7023 Continuation of Mission Essential Functions .

As prescribed in 237.7603, use the following clause:

CONTINUATION OF MISSION ESSENTIAL FUNCTIONS (MAR 2010)

(a) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. The contractor-provided services that have been determined to be essential contractor services in support of mission-essential functions are listed in attachment ____, Mission-Essential Contractor Services, dated _____.

(b) The contractor shall provide a written plan for continuing the performance of essential Contractor services identified in paragraph (a) this section during a crisis.

(1) The contractor shall identify in the plan the provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) The plan must, at a minimum, address—

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified “essential contractor service” personnel; and

Defense Federal Acquisition Regulation Supplement

Part 252—Solicitation Provisions and Contract Clauses

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(3) The contractor shall maintain and update its plan as necessary and adhere to its requirements throughout the contract term. The contractor shall not materially alter the plan without the contracting officer's consent.

(4) As directed by the contracting officer, the contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(c) In the event the contractor anticipates not being able to perform any of the essential contractor services identified in paragraph (a) of this section during a crisis situation, the contractor shall notify the contracting officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(d) The Government reserves the right in such crisis situations to use Federal employees of other agencies or contract support from other contractors or to enter into new contracts for essential contractor services. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR and DFARS Subparts 18 and 218, respectively, or any other subsequent emergency guidance issued.

(e) Changes. The contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The contractor shall notify the contracting officer of an increase or decrease in costs within ninety days after continued performance has been directed by the contracting officer, or within any additional period that the contracting officer approves in writing, but not later than the date of final payment under the contract. The contractor's notice shall include the contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the contracting officer. The parties shall negotiate an equitable price adjustment to the contract price as soon as is practicable after receipt of the contractor's proposal.

(f) The contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for the essential services.

(End of Clause)