

**SUBPART 212.3—SOLICITATION PROVISIONS AND CONTRACT CLAUSES  
FOR THE ACQUISITION OF COMMERCIAL ITEMS**

*(Revised August 28, 2007)*

**212.301 Solicitation provisions and contract clauses for the acquisition of commercial items.**

(f)(i) Use one of the following provisions as prescribed in Part 225:

(A) 252.225-7000, Buy American Act--Balance of Payments Program Certificate.

(B) 252.225-7020, Trade Agreements Certificate.

(C) 252.225-7035, Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate.

(ii) Use the provision at 252.212-7000, Offeror Representations and Certifications--Commercial Items, in all solicitations for commercial items exceeding the simplified acquisition threshold. If an exception to 10 U.S.C. 2410i applies to a solicitation exceeding the simplified acquisition threshold (see 225.7603), indicate on an addendum that “The certification in paragraph (b) of the provision at 252.212-7000 does not apply to this solicitation.”

(iii) Use the clause at 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items, in all solicitations and contracts for commercial items, completing paragraphs (a) and (b), as appropriate.

See DoD Class Deviation [2004-O0002](#), Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System, issued on April 29, 2004. This deviation expires on April 30, 2009.

(iv) Use the provision at 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country, as prescribed in 209.104-70(a).

(v) Use the clause at 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card, as prescribed in 232.1110.

(vi) Use the clause at 252.211-7003, Item Identification and Valuation, as prescribed in 211.274-4.

(vii) Use the clause at 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States, as prescribed in 225.7402-4.

(viii) Use the clause at 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States, in solicitations and contracts that include the clause at 252.225-7040.

## Defense Federal Acquisition Regulation Supplement

### Part 212—Acquisition of Commercial Items

---

(ix) Use the clause at 252.211-7006, Radio Frequency Identification, as prescribed in 211.275-3.

(x) Use the clause at 252.222-7006, Combating Trafficking in Persons, as prescribed in 222.1705.

(xi) Use the clause at 252.232-7010, Levies on Contract Payments, as prescribed in 232.7102.

(xii) Use the clause at 252.246-7003, Notification of Potential Safety Issues, as prescribed in 246.371.

(xiii) Use the provision at 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, as prescribed in 247.574(e).

#### **212.302 Tailoring of provisions and clauses for the acquisition of commercial items.**

(c) *Tailoring inconsistent with customary commercial practice.* The head of the contracting activity is the approval authority within the DoD for waivers under FAR 12.302(c).

**SUBPART 212.6—STREAMLINED PROCEDURES FOR EVALUATION AND SOLICITATION FOR COMMERCIAL ITEMS**

*(Revised August 28, 2007)*

**212.602 Streamlined evaluation of offers.**

(b)(i) For the acquisition of transportation and transportation-related services, also consider evaluating offers in accordance with the criteria at 247.206(1).

(ii) For the acquisition of transportation in supply contracts that will include a significant requirement for transportation of items outside the contiguous United States, also evaluate offers in accordance with the criterion at 247.301-71.

(iii) For the direct purchase of ocean transportation services, also evaluate offers in accordance with the criteria at 247.573-2(c).

**SUBPART 215.3—SOURCE SELECTION**

*(Revised August 28, 2007)*

**215.303 Responsibilities.**

(b)(2) For high-dollar value and other acquisitions, as prescribed by agency procedures, the source selection authority shall approve a source selection plan before the solicitation is issued. Follow the procedures at PGI 215.303(b)(2) for preparation of the source selection plan.

**215.304 Evaluation factors and significant subfactors.**

(c)(i) In acquisitions that require use of the clause at FAR 52.219-9, Small Business Subcontracting Plan, other than those based on the lowest price technically acceptable source selection process (see FAR 15.101-2), the extent of participation of small businesses and historically black colleges or universities and minority institutions in performance of the contract shall be addressed in source selection. The contracting officer shall evaluate the extent to which offerors identify and commit to small business and historically black college or university and minority institution performance of the contract, whether as a joint venture, teaming arrangement, or subcontractor.

(A) See PGI 215.304(c)(i)(A) for examples of evaluation factors.

(B) Proposals addressing the extent of small business and historically black college or university and minority institution performance may be separate from subcontracting plans submitted pursuant to the clause at FAR 52.219-9 and should be structured to allow for consideration of offers from small businesses.

(C) When an evaluation assesses the extent that small businesses and historically black colleges or universities and minority institutions are specifically identified in proposals, the small businesses and historically black colleges or universities and minority institutions considered in the evaluation shall be listed in any subcontracting plan submitted pursuant to FAR 52.219-9 to facilitate compliance with 252.219-7003(g).

(ii) In accordance with 10 U.S.C. 2436, consider the purchase of capital assets (including machine tools) manufactured in the United States, in source selections for all major defense acquisition programs as defined in 10 U.S.C. 2430.

(iii) See 247.573-2(c) for additional evaluation factors required in solicitations for the direct purchase of ocean transportation services.

See DoD Class Deviation [99-O0002](#), Past Performance, issued on January 29, 1999. This deviation is effective until further notice.

**215.305 Proposal evaluation.**

(a)(2) *Past performance evaluation.* When a past performance evaluation is required by FAR 15.304, and the solicitation includes the clause at FAR 52.219-8, Utilization of Small Business Concerns, the evaluation factors shall include the past performance of offerors in complying with requirements of that clause. When a past

## Defense Federal Acquisition Regulation Supplement

### Part 215—Contracting By Negotiation

---

performance evaluation is required by FAR 15.304, and the solicitation includes the clause at FAR 52.219-9, Small Business Subcontracting Plan, the evaluation factors shall include the past performance of offerors in complying with requirements of that clause.

**SUBPART 247.5--OCEAN TRANSPORTATION BY U.S.-FLAG VESSELS**  
(Revised August 28, 2007)

**247.570 Scope.**

This subpart—

(a) Implements—

(1) The Cargo Preference Act of 1904 ("the 1904 Act"), 10 U.S.C. 2631, which applies to the ocean transportation of cargo owned by, or destined for use by, DoD; and

(2) Section 1017 of the National Defense Authorization Act for Fiscal Year 2007 (Pub. L. 109-364), which requires consideration of the extent to which offerers have had overhaul, repair, and maintenance work performed in shipyards located in the United States or Guam;

(b) Does not specifically implement the Cargo Preference Act of 1954 ("the 1954 Act"), 46 U.S.C. 1241(b). The 1954 Act is applicable to DoD, but DFARS coverage is not required because compliance with the 1904 Act historically has resulted in DoD exceeding the 1954 Act's requirements; and

(c) Does not apply to ocean transportation of the following products, in which case FAR Subpart 47.5 applies:

(1) Products obtained for contributions to foreign assistance programs.

(2) Products owned by agencies other than DoD, unless the products are clearly identifiable for eventual use by DoD.

**247.571 Definitions.**

“Covered vessel,” “overhaul, repair, and maintenance work,” and “shipyards,” as used in this subpart, have the meaning given in the provision at 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.

**247.572 Policy.**

(a) DoD contractors must transport supplies, as defined in the clause at 252.247-7023, Transportation of Supplies by Sea, exclusively on U.S.-flag vessels unless—

(1) Those vessels are not available, and the procedures at 247.573-1(c)(1) or 247.573-2(d)(1) are followed;

(2) The proposed charges to the Government are higher than charges to private persons for the transportation of like goods, and the procedures at 247.573-1(c)(2) or 247.573-2(d)(2) are followed; or

## Defense Federal Acquisition Regulation Supplement

### Part 247--Transportation

---

(3) The Secretary of the Navy or the Secretary of the Army determines that the proposed freight charges are excessive or unreasonable in accordance with 247.573-1(c)(3) or 247.573-2(d)(3).

(b) Contracts must provide for the use of Government-owned vessels when security classifications prohibit the use of other than Government-owned vessels.

(c)(1) Any vessel used under a time charter contract for the transportation of supplies under this section shall have any reflagging or repair work, as defined in the clause at 252.247-7025, Reflagging or Repair Work, performed in the United States or its outlying areas, if the reflagging or repair work is performed—

(i) On a vessel for which the contractor submitted an offer in response to the solicitation for the contract; and

(ii) Prior to acceptance of the vessel by the Government.

(2) The Secretary of Defense may waive this requirement if the Secretary determines that such waiver is critical to the national security of the United States.

(d) In accordance with Section 1017 of the National Defense Authorization Act for Fiscal Year 2007 (Pub. L. 109-364)—

(1) When obtaining carriage by vessel, DoD must consider the extent to which offerors have had overhaul, repair, and maintenance work for covered vessels performed in shipyards located in the United States or Guam; and

(2) DoD must submit an annual report to the congressional defense committees, addressing the information provided by offerors with regard to overhaul, repair, and maintenance for covered vessels performed in the United States or Guam.

#### **247.573 Procedures.**

#### **247.573-1 Ocean transportation incidental to a contract for supplies, services, or construction.**

(a) This subsection applies when ocean transportation is not the principal purpose of the contract, and the cargo to be transported is owned by DoD or is clearly identifiable for eventual use by DoD.

(b) The contracting officer must obtain assistance from the cognizant transportation activity (see 247.105), in developing—

(1) The Government estimate for transportation costs, irrespective of whether freight will be paid directly by the Government; and

(2) Shipping instructions and delivery terms for inclusion in solicitations and contracts that may involve transportation of supplies by sea.

(c) If the contractor notifies the contracting officer that the contractor or a subcontractor considers that—

## Defense Federal Acquisition Regulation Supplement

### Part 247--Transportation

---

(1) No U.S.-flag vessels are available, the contracting officer must request confirmation of the nonavailability from--

(i) The Commander, Military Sealift Command (MSC), through the Contracts and Business Management Directorate, MSC; or

(ii) The Commander, Military Traffic Management Command (MTMC), through the Principal Assistant Responsible for Contracting, MTMC.

(2) The proposed freight charges to the Government, the contractor, or any subcontractor are higher than charges for transportation of like goods to private persons, the contracting officer may approve a request for an exception to the requirement to ship on U.S.-flag vessels for a particular shipment.

(i) Prior to granting an exception, the contracting officer must request advice, oral or written, from the Commander, MSC, or the Commander, MTMC.

(ii) In advising the contracting officer whether to grant the exception, the Commander, MSC, or the Commander, MTMC, must consider, as appropriate, evidence from—

(A) Published tariffs;

(B) Industry publications;

(C) The Maritime Administration; and

(D) Any other available sources.

(3) The freight charges proposed by U.S.-flag carriers are excessive or otherwise unreasonable--

(i) The contracting officer must prepare a report in determination and finding format, and must—

(A) Take into consideration that the 1904 Act is, in part, a subsidy of the U.S.-flag commercial shipping industry that recognizes that lower prices may be available from foreign-flag carriers. Therefore, a lower price for use of a foreign-flag vessel is not a sufficient basis, on its own, to determine that the freight rate proposed by the U.S.-flag carrier is excessive or otherwise unreasonable. However, such a price differential may indicate a need for further review;

(B) Consider, accordingly, not only excessive profits to the carrier (to include vessel owner or operator), if ascertainable, but also excessive costs to the Government (i.e., costs beyond the economic penalty normally incurred by excluding foreign competition) resulting from the use of U.S.-flag vessels in extraordinarily inefficient circumstances; and

(C) Include an analysis of whether the cost is excessive, taking into account factors such as--



## Defense Federal Acquisition Regulation Supplement

### Part 247--Transportation

---

(1) The differential between the freight charges proposed by the U.S.-flag carrier and an estimate of what foreign-flag carriers would charge based upon a price analysis;

(2) A comparison of U.S.-flag rates charged on comparable routes;

(3) Efficiency of operation regardless of rate differential (e.g., suitability of the vessel for the required transportation in terms of cargo requirements or vessel capacity, and the commercial reasonableness of vessel positioning required); and

(4) Any other relevant economic and financial considerations.

(ii) The contracting officer must forward the report to--

(A) The Commander, MSC, through the Contracts and Business Management Directorate, MSC; or

(B) The Commander, MTMC, through the Principal Assistant Responsible for Contracting, MTMC.

(iii) If in agreement with the contracting officer, the Commander, MSC, or the Commander, MTMC, will forward the report to the Secretary of the Navy or the Secretary of the Army, respectively, for a determination as to whether the proposed freight charges are excessive or otherwise unreasonable.

#### **247.573-2 Direct purchase of ocean transportation services.**

(a) This subsection applies when ocean transportation is the principal purpose of the contract, including—

(1) Time charters;

(2) Voyage charters;

(3) Contracts for charter vessel services;

(4) Dedicated contractor contracts for charter vessel services;

(5) Ocean bills of lading; and

(6) Subcontracts under Government contracts or agreements for ocean transportation services.

(b) Coordinate these acquisitions, as appropriate, with the U.S. Transportation Command, the DoD single manager for commercial transportation and related services, other than Service-unique or theater-assigned transportation assets, in accordance with DoDD 5158.4, United States Transportation Command.

(c) All solicitations within the scope of this subsection must provide--

(1) A preference for U.S.-flag vessels in accordance with the 1904 Act;

## Defense Federal Acquisition Regulation Supplement

### Part 247--Transportation

---

(2) An evaluation factor or subfactor for offeror participation in the Voluntary Intermodal Sealift Agreement; and

(3) An evaluation factor or subfactor considering the extent to which offerors have had overhaul, repair, and maintenance work for covered vessels performed in shipyards located in the United States or Guam.

(d) Do not award a contract of the type described in paragraph (a) of this subsection for a foreign-flag vessel unless—

(1) The Commander, MSC, or the Commander, MTMC, determines that no U.S.-flag vessels are available.

(i) The Commander, MSC, and the Commander, MTMC, are authorized to make any determinations as to the availability of U.S.-flag vessels to ensure the proper use of Government and private U.S. vessels.

(ii) The contracting officer must request such determinations--

(A) For voyage and time charters, through the Contracts and Business Management Directorate, MSC; and

(B) For ocean and intermodal transportation of DoD and DoD-sponsored cargoes, as applicable under contracts awarded by MTMC, including contracts for shipment of military household goods, through the Chiefs of the MTMC Ocean Cargo Clearance Authority.

(iii) In the absence of regularly scheduled U.S.-flag service to fulfill stated DoD requirements under MTMC solicitations or rate requests, the Commander, MTMC, may grant, on a case-by-case basis, an on-going nonavailability determination for foreign-flag service approval with predetermined review date(s);

(2) The contracting officer determines that the U.S.-flag carrier has proposed to the Government freight charges that are higher than charges to private persons for transportation of like goods, and obtains the approval of the Commander, MSC, or the Commander, MTMC; or

(3) The Secretary of the Navy or the Secretary of the Army determines that the proposed freight charges for U.S.-flag vessels are excessive or otherwise unreasonable.

(i) After considering the factors in 247.573-1(d)(3)(i)(A) and (B), if the contracting officer concludes that the freight charges proposed by U.S.-flag carriers may be excessive or otherwise unreasonable, the contracting officer must prepare a report in determination and finding format that includes, as appropriate—

(A) An analysis of the carrier's costs in accordance with FAR Subpart 15.4, or profit in accordance with 215.404-4. The costs or profit should not be so high as to make it unreasonable to apply the preference for U.S.-flag vessels;

(B) A description of efforts taken pursuant to FAR 15.405, to negotiate a reasonable price. For the purpose of FAR 15.405(d), this report is the referral to a level above the contracting officer; and

## Defense Federal Acquisition Regulation Supplement

### Part 247--Transportation

---

(C) An analysis of whether the costs are excessive (i.e., costs beyond the economic penalty normally incurred by excluding foreign competition), taking into consideration factors such as those listed at 247.573-1(d)(3)(i)(C).

(ii) The contracting officer must forward the report to--

(A) The Commander, MSC, through the Contracts and Business Management Directorate, MSC; or

(B) The Commander, MTMC, through the Principal Assistant Responsible for Contracting, MTMC.

(iii) If in agreement with the contracting officer, the Commander, MSC, or the Commander, MTMC, will forward the report to the Secretary of the Navy or the Secretary of the Army, respectively, for a determination as to whether the proposed freight charges are excessive or otherwise unreasonable.

#### **247.573-3 Annual reporting requirement.**

(a) No later than February 15th of each year, departments and agencies shall—

(1) Prepare a report containing all information received from offerors in response to the provision at 252.247-7026 during the previous calendar year; and

(2) Submit the report to: Directorate of Acquisition, U.S. Transportation Command, ATTN: TCAQ, 508 Scott Drive, Scott AFB, IL 62225-5357.

(b) The Director of Acquisition, U.S. Transportation Command, will submit a consolidated report to the congressional defense committees in accordance with Section 1017 of Pub. L. 109-364.

#### **247.574 Solicitation provisions and contract clauses.**

(a) Use the provision at 252.247-7022, Representation of Extent of Transportation by Sea, in all solicitations except—

(1) Those for direct purchase of ocean transportation services; or

(2) Those with an anticipated value at or below the simplified acquisition threshold.

(b)(1) Use the clause at 252.247-7023, Transportation of Supplies by Sea, in all solicitations and resultant contracts, except those for direct purchase of ocean transportation services.

(2) Use the clause with its Alternate I in other than construction contracts, if any of the supplies to be transported are commercial items that are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations.

## Defense Federal Acquisition Regulation Supplement

### Part 247--Transportation

---

(3) Use the clause with its Alternate II in other than construction contracts, if any of the supplies to be transported are commercial items that are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(4) Use the clause with its Alternate III in solicitations and contracts with an anticipated value at or below the simplified acquisition threshold.

(c) Use the clause at 252.247-7024, Notification of Transportation of Supplies by Sea, in all contracts for which the offeror made a negative response to the inquiry in the provision at 252.247-7022, Representation of Extent of Transportation by Sea.

(d) Use the clause at 252.247-7025, Reflagging or Repair Work, in all time charter solicitations and contracts for the use of a vessel for the transportation of supplies, unless a waiver has been granted in accordance with 247.572(c).

(e) Use the provision at 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, in solicitations for carriage of cargo by vessel for DoD. See 247.573-3 for reporting of the information received from offerors in response to the provision.

## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

*(Revised August 28, 2007)*

#### **252.247-7000 Hardship Conditions.**

As prescribed in 247.270-6(a), use the following clause:

##### HARDSHIP CONDITIONS (AUG 2000)

(a) If the Contractor finds unusual ship, dock, or cargo conditions associated with loading or unloading a particular cargo, that will work a hardship on the Contractor if loaded or unloaded at the basic commodity rates, the Contractor shall--

(1) Notify the Contracting Officer before performing the work, if feasible, but no later than the vessel sailing time; and

(2) Submit any associated request for price adjustment to the Contracting Officer within 10 working days of the vessel sailing time.

(b) Unusual conditions include, but are not limited to, inaccessibility of place of stowage to the ship's cargo gear, side port operations, and small quantities of cargo in any one hatch.

(c) The Contracting Officer will investigate the conditions promptly after receiving the notice. If the Contracting Officer finds that the conditions are unusual and do materially affect the cost of loading or unloading, the Contracting Officer will authorize payment at the applicable man-hour rates set forth in the schedule of rates of this contract.

(End of clause)

#### **252.247-7001 Price Adjustment.**

As prescribed in 247.270-6(b), use the following clause:

##### PRICE ADJUSTMENT (JAN 1997)

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

(1) Are based upon the wage rates, allowances, and conditions set forth in the collective bargaining agreements between the Contractor and its employees, in effect as of (insert date), and which are generally applicable to the ports where work under this contract is performed;

(2) Apply to operations by the Contractor on non-Government work as well as under this contract; and

(3) Do not include any allowance for cost increases that may—

(i) Become effective under the terms of the collective bargaining agreements after the date in paragraph (a)(1) of this clause; or

(ii) Result from modification of the collective bargaining agreements after the date in paragraph (a)(1).

## Defense Federal Acquisition Regulation Supplement

### Part 252—Solicitation Provisions and Contract Clauses

---

(b) The Contractor shall notify the Contracting Officer within 60 days of receipt of notice of any changes (increase or decrease) in the wage rates, allowances, fringe benefits, and conditions that apply to its direct labor employees, if the changes—

- (1) Are pursuant to the provisions of the collective bargaining agreements; or
- (2) Are a result of effective modifications to the agreements; and
- (3) Would change the Contractor's costs to perform this contract.

(c) The Contractor shall include in its notification—

(1) A proposal for an adjustment in the contract commodity, activity, or work-hour prices; and

(2) Data, in such form as the Contracting Officer may require, explaining the—

- (i) Causes;
- (ii) Effective date; and

(iii) Amount of the increase or decrease in the Contractor's proposal for the adjustment.

(d) Promptly upon receipt of any notice and data described in paragraph (c), the Contractor and the Contracting Officer shall negotiate an adjustment in the existing contract commodity, activity, or man-hour prices. However, no upward adjustment of the existing commodity, activity, or work-hour prices will be allowed in excess of \_\_\_\_ percent per year, except as provided in the Changes clause of this contract.

(1) Changes in the contract prices shall reflect, in addition to the direct and variable indirect labor costs, the associated changes in the costs for social security, unemployment compensation, taxes, and workman's compensation insurance.

(2) There will be no adjustment to increase the dollar amount allowances of the Contractor's profit.

(3) The agreed upon adjustment, its effective date, and the revised commodity, activity, or work-hour prices for services set forth in the schedule of rates, shall be incorporated in the contract by supplemental agreement.

(e) There will be no adjustment for any changes in the quantities of labor that the Contractor contemplated for each specific commodity, except as may result from modifications of the collective bargaining agreements. For the purpose of administering this clause, the Contractor shall submit to the Contracting Officer, within five days after award, the accounting data and computations the Contractor used to determine its estimated efficiency rate in the performance of this contract, to include the Contractor's computation of the costs apportioned for each rate set forth in the schedule of rates.

## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

(f) Failure of the parties to agree to an adjustment under this clause will be deemed to be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. The Contractor shall continue performance pending agreement on, or determination of, any such adjustment and its effective date.

(g) The Contractor shall include with the final invoice submitted under this contract a statement that the Contractor has not experienced a decrease in rates of pay for labor, or that the Contractor has given notice of all such decreases in compliance with paragraph (b) of this clause.

(End of clause)

#### **252.247-7002 Revision of Prices.**

As prescribed in 247.270-6(c), use the following clause:

#### REVISION OF PRICES (DEC 1991)

(a) *Definition.* "Wage adjustment," as used in this clause, means a change in the wages, salaries, or other terms or conditions of employment which—

- (1) Substantially affects the cost of performing this contract;
- (2) Is generally applicable to the port where work under this contract is performed; and
- (3) Applies to operations by the Contractor on non-Government work as well as to work under this contract.

(b) *General.* The prices fixed in this contract are based on wages and working conditions established by collective bargaining agreements, and on other conditions in effect on the date of this contract. The Contracting Officer and the Contractor may agree to increase or decrease such prices in accordance with this clause.

(c) *Demand for negotiation.*

- (1) At any time, subject to the limitations specified in this clause, either the Contracting Officer or the Contractor may deliver to the other a written demand that the parties negotiate to revise the prices under this contract.
- (2) No such demand shall be made before 90 days after the date of this contract, and thereafter neither party shall make a demand having an effective date within 90 days of the effective date of any prior demand. However, this limitation does not apply to a wage adjustment during the 90 day period.
- (3) Each demand shall specify a date (the same as or subsequent to the date of the delivery of the demand) as to when the revised prices shall be effective. This date is the effective date of the price revision.

(i) If the Contractor makes a demand under this clause, the demand shall briefly state the basis of the demand and include the statements and data referred to in paragraph (d) of this clause.

## Defense Federal Acquisition Regulation Supplement

### Part 252—Solicitation Provisions and Contract Clauses

---

(ii) If the demand is made by the Contracting Officer, the Contractor shall furnish the statements and data within 30 days of the delivery of the demand.

(d) *Submission of data.* At the times specified in paragraphs (c)(3)(i) and (ii) of this clause, the Contractor shall submit—

(1) A new estimate and breakdown of the unit cost and the proposed prices for the services the Contractor will perform under this contract after the effective date of the price revision, itemized to be consistent with the original negotiations of the contract;

(2) An explanation of the difference between the original (or last preceding) estimate and the new estimate;

(3) Such relevant operating data, cost records, overhead absorption reports, and accounting statements as may be of assistance in determining the accuracy and reliability of the new estimate;

(4) A statement of the actual costs of performance under this contract to the extent that they are available at the time of the negotiation of the revision of prices under this clause; and

(5) Any other relevant data usually furnished in the case of negotiations of prices under a new contract. The Government may examine and audit the Contractor's accounts, records, and books as the Contracting Officer considers necessary.

(e) *Negotiations.*

(1) Upon the filing of the statements and data required by paragraph (d) of this clause, the Contractor and the Contracting Officer shall negotiate promptly in good faith to agree upon prices for services the Contractor will perform on and after the effective date of the price revision.

(2) If the prices in this contract were established by competitive negotiation, they shall not be revised upward unless justified by changes in conditions occurring after the contract was awarded.

(3) The agreement reached after each negotiation will be incorporated into the contract by supplemental agreement.

(f) *Disagreements.* If, within 30 days after the date on which statements and data are required pursuant to paragraph (c) of this clause, the Contracting Officer and the Contractor fail to agree to revised prices, the failure to agree shall be resolved in accordance with the Disputes clause of this contract. The prices fixed by the Contracting Officer will remain in effect for the balance of the contract, and the Contractor shall continue performance.

(g) *Retroactive changes in wages or working conditions.*

(1) In the event of a retroactive wage adjustment, the Contractor or the Contracting Officer may request an equitable adjustment in the prices in this contract.



## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

(2) The Contractor shall request a price adjustment within 30 days of any retroactive wage adjustment. The Contractor shall support its request with—

- (i) An estimate of the changes in cost resulting from the retroactive wage adjustment;
- (ii) Complete information upon which the estimate is based; and
- (iii) A certified copy of the collective bargaining agreement, arbitration award, or other document evidencing the retroactive wage adjustment.

(3) Subject to the limitation in paragraph (g)(2) of this clause as to the time of making a request, completion or termination of this contract shall not affect the Contractor's right under paragraph (g) of this clause.

(4) In case of disagreement concerning any question of fact, including whether any adjustment should be made, or the amount of such adjustment, the disagreement will be resolved in accordance with the Disputes clause of this contract.

(5) The Contractor shall notify the Contracting Officer in writing of any request by or on behalf of the employees of the Contractor which may result in a retroactive wage adjustment. The notice shall be given within 20 days after the request, or if the request occurs before contract execution, at the time of execution.

(End of clause)

#### **252.247-7003 Reserved.**

#### **252.247-7004 Indefinite Quantities--Fixed Charges.**

As prescribed in 247.270-6(d), use the following clause:

##### INDEFINITE QUANTITIES--FIXED CHARGES (DEC 1991)

The amount of work and services the Contractor may be ordered to furnish shall be the amount the Contracting Officer may order from time to time. In any event, the Government is obligated to compensate the Contractor the monthly lump sum specified in the Schedule entitled Fixed Charges, for each month or portion of a month the contract remains in effect.

(End of clause)

#### **252.247-7005 Indefinite Quantities--No Fixed Charges.**

As prescribed in 247.270-6(e), use the following clause:

##### INDEFINITE QUANTITIES--NO FIXED CHARGES (DEC 1991)

The amount of work and services the Contractor may be ordered to furnish shall be the amount the Contracting Officer may order from time to time. In any event, the Government shall order, during the term of this contract, work or services having an aggregate value of not less than \$100.

(End of clause)

## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

#### **252.247-7006 Removal of Contractor's Employees.**

As prescribed in 247.270-6(f), use the following clause:

#### REMOVAL OF CONTRACTOR'S EMPLOYEES (DEC 1991)

The Contractor agrees to use only experienced, responsible, and capable people to perform the work. The Contracting Officer may require that the Contractor remove from the job, employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of military security.

(End of clause)

#### **252.247-7007 Liability and Insurance.**

As prescribed in 247.270-6(g), use the following clause:

#### LIABILITY AND INSURANCE (DEC 1991)

(a) The Contractor shall be—

(1) Liable to the Government for loss or damage to property, real and personal, owned by the Government or for which the Government is liable;

(2) Responsible for, and hold the Government harmless from, loss of or damage to property not included in paragraph (a)(1); and

(3) Responsible for, and hold the Government harmless from, bodily injury and death of persons, resulting either in whole or in part from the negligence or fault of the Contractor, its officers, agents, or employees in the performance of work under this contract.

(b) For the purpose of this clause, all cargo loaded or unloaded under this contract is agreed to be property owned by the Government or property for which the Government is liable.

(1) The amount of the loss or damage as determined by the Contracting Officer will be withheld from payments otherwise due the Contractor.

(2) Determination of liability and responsibility by the Contracting Officer will constitute questions of fact within the meaning of the Disputes clause of this contract.

(c) The general liability and responsibility of the Contractor under this clause are subject only to the following specific limitations. The Contractor is not responsible to the Government for, and does not agree to hold the Government harmless from, loss or damage to property or bodily injury to or death of persons if—

(1) The unseaworthiness of the vessel, or failure or defect of the gear or equipment furnished by the Government, contributed jointly with the fault or negligence of the Contractor in causing such damage, injury, or death; and

## Defense Federal Acquisition Regulation Supplement

### Part 252—Solicitation Provisions and Contract Clauses

---

(i) The Contractor, his officers, agents, and employees, by the exercise of due diligence, could not have discovered such unseaworthiness or defect of gear or equipment; or

(ii) Through the exercise of due diligence could not otherwise have avoided such damage, injury, or death.

(2) The damage, injury, or death resulted solely from an act or omission of the Government or its employees, or resulted solely from proper compliance by officers, agents, or employees of the Contractor with specific directions of the Contracting Officer.

(d) The Contractor shall at its own expense acquire and maintain insurance during the term of this contract, as follows—

(1) Standard workmen's compensation and employer's liability insurance and longshoremen's and harbor workers' compensation insurance, or such of these as may be proper under applicable state or Federal statutes.

(i) The Contractor may, with the prior approval of the Contracting Officer, be a self-insurer against the risk of this paragraph (d)(1).

(ii) This approval will be given upon receipt of satisfactory evidence that the Contractor has qualified as a self-insurer under applicable provision of law.

(2) Bodily injury liability insurance in an amount of not less than \$300,000 on account of any one occurrence.

(3) Property damage liability insurance (which shall include any and all property, whether or not in the care, custody, or control of the Contractor) in an amount of not less than \$300,000 for any one occurrence.

(e) Each policy shall provide, by appropriate endorsement or otherwise, that cancellation or material change in the policy shall not be effective until after a 30 day written notice is furnished the Contracting Officer.

(f) The Contractor shall furnish the Contracting Officer with satisfactory evidence of the insurance required in paragraph (d) before performance of any work under this contract.

(g) The Contractor shall, at its own cost and expense, defend any suits, demands, claims, or actions, in which the United States might be named as a co-defendant of the Contractor, resulting from the Contractor's performance of work under this contract. This requirement is without regard to whether such suit, demand, claim, or action was the result of the Contractor's negligence. The Government shall have the right to appear in such suit, participate in defense, and take such actions as may be necessary to protect the interest of the United States.

(h) It is expressly agreed that the provisions in paragraphs (d) through (g) of this clause shall not in any manner limit the liability or extend the liability of the Contractor as provided in paragraphs (a) through (c) of this clause.

## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

(i) The Contractor shall—

(1) Equitably reimburse the Government if the Contractor is indemnified, reimbursed, or relieved of any loss or damage to Government property;

(2) Do nothing to prevent the Government's right to recover against third parties for any such loss or damage; and

(3) Furnish the Government, upon the request of the Contracting Officer, at the Government's expense, all reasonable assistance and cooperation in obtaining recovery, including the prosecution of suit and the execution of instruments of assignment in favor of the Government.

(End of clause)

#### **252.247-7008 Evaluation of Bids.**

As prescribed in 247.271-4(a), use the following provision:

#### EVALUATION OF BIDS (DEC 1991)

(a) The Government will evaluate bids on the basis of total aggregate price of all items within an area of performance under a given schedule.

(1) An offeror must bid on all items within a specified area of performance for a given schedule. Failure to do so shall be cause for rejection of the bid for that area of performance of that Schedule. If there is to be no charge for an item, an entry such as "No Charge," or the letters "N/C" or "0," must be made in the unit price column of the Schedule.

(2) Any bid which stipulates minimum charges or graduated prices for any or all items shall be rejected for that area of performance within the Schedule.

(b) In addition to other factors, the Contracting Officer will evaluate bids on the basis of advantages or disadvantages to the Government that might result from making more than one award (multiple awards).

(1) In making this evaluation, the Contracting Officer will assume that the administrative cost to the Government for issuing and administering each contract awarded under this solicitation would be \$500.

(2) Individual awards will be for the items and combinations of items which result in the lowest aggregate cost to the Government, including the administrative costs in paragraph (b)(1).

(c) When drayage is necessary for the accomplishment of any item in the bid schedule, the Offeror shall include in the unit price any costs for bridge or ferry tolls, road use charges or similar expenses.

(d) Unless otherwise provided in this solicitation, the Offeror shall state prices in amounts per hundred pounds on gross or net weights, whichever is applicable. All charges shall be subject to, and payable on, the basis of 100 pounds minimum weight

## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

for unaccompanied baggage and a 500 pound minimum weight for household goods, net or gross weight, whichever is applicable.

(End of provision)

#### ALTERNATE I (DEC 1991)

As prescribed in 247.271-4(a), add the following paragraph (e) to the basic clause:

(e) Notwithstanding paragraph (a), when “additional services” are added to any schedule, such “additional services” items will not be considered in the evaluation of bids.

#### **252.247-7009 Award.**

As prescribed in 247.271-4(b), use the following provision:

#### AWARD (DEC 1991)

(a) The Government shall make award by area to the qualified low bidder under each of the specified schedules to the extent of the bidder's stated guaranteed daily capability as provided in this solicitation and the Estimated Quantities Schedule.

(b) The Government reserves the right to make an award of two or more areas to a single bidder if such award will result in an overall lower estimated cost to the Government.

(c) The Government also reserves the right to award additional contracts, as a result of this solicitation, to the extent necessary to meet its estimated maximum daily requirements.

(End of provision)

#### **252.247-7010 Scope of Contract.**

As prescribed in 247.271-4(d), use the following clause:

#### SCOPE OF CONTRACT (DEC 1991)

(a) The Contractor shall furnish services and materials for the preparation of personal property (including servicing of appliances) for movement or storage, drayage and related services. Unless otherwise indicated in the Schedule, the Contractor shall—

(1) Furnish all materials except Government-owned containers (Federal Specification PPP-B-580), all equipment, plant and labor; and

(2) Perform all work in accomplishing containerization of personal property for overseas or domestic movement or storage, including—

(i) Stenciling;

(ii) Cooperage;

(iii) Drayage of personal property in connection with other services;

## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

- (iv) Decontainerization of inbound shipments of personal property; and
- (v) The handling of shipments into and out of the Contractor's facility.

(b) Excluded from the scope of this contract is the furnishing of like services or materials which are provided incident to complete movement of personal property when purchased by the Through Government Bill of Lading or other method/mode of shipment or property to be moved under the Do-It-Yourself moving program or otherwise moved by the owner.

(End of clause)

#### **252.247-7011 Period of Contract.**

As prescribed in 247.271-4(e), use the following clause:

##### PERIOD OF CONTRACT (OCT 2001)

(a) This contract begins January 1, \_\_\_\_, and ends December 31, \_\_\_\_, both dates inclusive. Any work ordered before, and not completed by the expiration date shall be governed by the terms of this contract.

(b) The Government will not place new orders under this contract that require that performance commence more than 15 days after the expiration date.

(c) The Government may place orders required for the completion of services (for shipments in the Contractor's possession) for 180 days past the expiration date.

(End of clause)

#### **252.247-7012 Ordering Limitation.**

As prescribed in 247.271-4(g), use the following clause:

##### ORDERING LIMITATION (DEC 1991)

(a) The Government will place orders for items of supplies or services with the contractor awarded the initial contract to the extent of the contractor's guaranteed maximum daily capability. However, the contractor may accept an additional quantity in excess of its capability to accommodate a single order.

(b) Orders for additional requirements will be placed in a like manner with the next higher contractor to the extent of its guaranteed maximum daily capability. The Government will repeat this procedure until its total daily requirement is fulfilled.

(c) In the event the procedure in paragraphs (a) and (b) does not fulfill the Government's total daily requirement, the Government may offer additional orders under the contract to contractors without regard to their guaranteed maximum daily capability.

(End of clause)

## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

#### **252.247-7013 Contract Areas of Performance.**

As prescribed in 247.271-4(h), use the following clause and complete paragraph (b) by defining each area of performance as required (see 247.271-2(b)):

#### CONTRACT AREAS OF PERFORMANCE (DEC 1991)

(a) The Government will consider all areas of performance described in paragraph (b) as including the Contractor's facility, regardless of geographical location.

(b) The Contractor shall perform services within the following defined areas of performance, which include terminals identified therein: \_\_\_\_\_.

(End of clause)

#### **252.247-7014 Demurrage.**

As prescribed in 247.271-4(i), use the following clause:

#### DEMURRAGE (DEC 1991)

The Contractor shall be liable for all demurrage, detention, or other charges as a result of its failure to load or unload trucks, freight cars, freight terminals, vessel piers, or warehouses within the free time allowed under applicable rules and tariffs.

(End of clause)

#### **252.247-7015 Requirements.**

As prescribed in 216.506(d), substitute the following paragraph (f) for paragraph (f) of the basic clause at FAR 52.216-21.

#### ALTERNATE I (DEC 1991)

(f) Orders issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The rights and obligations of the Contractor and the Government for those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period.

#### **252.247-7016 Contractor Liability for Loss or Damage.**

As prescribed in 247.271-4(k), use the following clause:

#### CONTRACTOR LIABILITY FOR LOSS OR DAMAGE (DEC 1991)

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

“Article” means any shipping piece or package and its contents.

“Schedule” means the level of service for which specific types of traffic apply as described in DoD 4500.34-R, Personal Property Traffic Management Regulation.

(b) For shipments picked up under Schedule I, Outbound Services, or delivered under Schedule II, Inbound Services—

## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

(1) If notified within one year after delivery that the owner has discovered loss or damage to the owner's property, the Contractor agrees to indemnify the Government for loss or damage to the property which arises from any cause while it is in the Contractor's possession. The Contractor's liability is—

(i) *Non-negligent damage.* For any cause, other than the Contractor's negligence, indemnification shall be at a rate not to exceed sixty cents per pound per article.

(ii) *Negligent damage.* When loss or damage is caused by the negligence of the Contractor, the liability is for the full cost of satisfactory repair or for the current replacement value of the article.

(2) The Contractor shall make prompt payment to the owner of the property for any loss or damage for which the Contractor is liable.

(3) In the absence of evidence or supporting documentation which places liability on a carrier or another contractor, the destination contractor shall be presumed to be liable for the loss or damage, if timely notified.

(c) For shipments picked up or delivered under Schedule III, Intra-City and Intra-Area—

(1) If notified of loss or damage within 75 days following delivery, the Contractor agrees to indemnify the Government for loss or damage to the owner's property.

(2) The Contractor's liability shall be for the full cost of satisfactory repair, or for the current replacement value of the article less depreciation, up to a maximum liability of \$1.25 per pound times the net weight of the shipment.

(3) The Contractor has full salvage rights to damaged items which are not repairable and for which the Government has received compensation at replacement value.

(End of clause)

#### **252.247-7017 Erroneous Shipments.**

As prescribed in 247.271-4(l), use the following clause:

#### ERRONEOUS SHIPMENTS (DEC 1991)

(a) The Contractor shall—

(1) Forward to the rightful owner, articles of personal property inadvertently packed with goods of other than the rightful owner.

(2) Ensure that all shipments are stenciled correctly. When a shipment is sent to an incorrect address due to incorrect stenciling by the Contractor, the Contractor shall forward it to its rightful owner.



## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

(3) Deliver to the designated air or surface terminal all pieces of a shipment, in one lot, at the same time. The Contractor shall forward to the owner any pieces of one lot not included in delivery, and remaining at its facility after departure of the original shipment.

(b) Forwarding under paragraph (a) shall be—

- (1) With the least possible delay;
- (2) By a mode of transportation selected by the Contracting Officer; and
- (3) At the Contractor's expense.

(End of clause)

#### **252.247-7018 Subcontracting.**

As prescribed in 247.271-4(m), use the following clause:

#### SUBCONTRACTING (DEC 1991)

The Contractor shall not subcontract without the prior written approval of the Contracting Officer. The facilities of any approved subcontractor shall meet the minimum standards required by this contract.

(End of clause)

#### **252.247-7019 Drayage.**

As prescribed in 247.271-4(n), use the following clause:

#### DRAYAGE (DEC 1991)

(a) Drayage included for Schedule I, Outbound, applies in those instances when a shipment requires drayage to an air, water, or other terminal for onward movement after completion of shipment preparation by the Contractor. Drayage not included is when it is being moved from a residence or other pickup point to the Contractor's warehouse for onward movement by another freight company, carrier, etc.

(b) Drayage included for Schedule II, Inbound, applies in those instances when shipment is delivered, as ordered, from a destination Contractor's facility or other destination point to the final delivery point. Drayage not included is when shipment or partial removal of items from shipment is performed and prepared for member's pickup at destination delivery point.

(c) The Contractor will reposition empty Government containers—

- (1) Within the area of performance;
- (2) As directed by the Contracting Officer; and
- (3) At no additional cost to the Government.

(End of clause)

## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

#### **252.247-7020 Additional Services.**

As prescribed in 247.271-4(o), use the following clause:

#### ADDITIONAL SERVICES (AUG 2000)

The Contractor shall provide additional services not included in the Schedule, but required for satisfactory completion of the services ordered under this contract, at a rate comparable to the rate for like services as contained in tenders on file with the Military Traffic Management Command in effect at time of order.

(End of clause)

#### **252.247-7021 Returnable Containers Other Than Cylinders.**

As prescribed in 247.305-70, use the following clause:

#### RETURNABLE CONTAINERS OTHER THAN CYLINDERS (MAY 1995)

(a) "Returnable container," as used in this clause, includes reels, spools, drums, carboys, liquid petroleum gas containers, and other returnable containers when the Contractor retains title to the container.

(b) Returnable containers shall remain the Contractor's property but shall be loaned without charge to the Government for a period of \_\_\_\_ (insert number of days) calendar days after delivery to the f.o.b. point specified in the contract. Beginning with the first day after the loan period expires, to and including the day the containers are delivered to the Contractor (if the original delivery was f.o.b. origin) or are delivered or are made available for delivery to the Contractor's designated carrier (if the original delivery was f.o.b. destination), the Government shall pay the Contractor a rental of \$\_\_\_\_\_ (insert dollar amount for rental) per container per day, computed separately for containers for each type, size, and capacity, and for each point of delivery named in the contract. No rental shall accrue to the Contractor in excess of the replacement value per container specified in paragraph (c) of this clause.

(c) For each container lost or damaged beyond repair while in the Government's possession, the Government shall pay to the Contractor the replacement value as follows, less the allocable rental paid for that container:

---

(Insert the container types, sizes, capacities, and associated replacement values.)  
These containers shall become Government property.

(d) If any lost container is located within \_\_\_\_ (insert number of days) calendar days after payment by the Government, it may be returned to the Contractor by the Government, and the Contractor shall pay to the Government the replacement value, less rental computed in accordance with paragraph (b) of this clause, beginning at the expiration of the loan period specified in paragraph (b) of this clause, and continuing to the date on which the container was delivered to the Contractor.

(End of clause)

## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

#### **252.247-7022 Representation of Extent of Transportation by Sea.**

As prescribed in 247.574(a), use the following provision:

##### REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### **252.247-7023 Transportation of Supplies by Sea.**

As prescribed in 247.574(b)(1), use the following clause:

##### TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

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

(1) “Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) “Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) “Foreign flag vessel” means any vessel that is not a U.S.-flag vessel.

(4) “Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) “Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) “Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

## Defense Federal Acquisition Regulation Supplement

### Part 252—Solicitation Provisions and Contract Clauses

---

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) “U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

(i) This contract is a construction contract; or

(ii) The supplies being transported are—

(A) Noncommercial items; or

(B) Commercial items that—

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary

## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
<b>TOTAL</b>			

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

#### ALTERNATE I (MAR 2000)

As prescribed in 247.574(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are—

- (i) Noncommercial items; or
- (ii) Commercial items that—

## Defense Federal Acquisition Regulation Supplement

### Part 252—Solicitation Provisions and Contract Clauses

---

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations (Note: This contract requires shipment of commercial items in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations); or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

#### ALTERNATE II (MAR 2000)

As prescribed in 247.574(b)(3), substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are—

(i) Noncommercial items; or

(ii) Commercial items that—

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643 (Note: This contract requires transportation of commissary or exchange cargoes outside of the Defense Transportation System in accordance with 10 U.S.C. 2643).

#### ALTERNATE III (MAY 2002)

As prescribed in 247.574(b)(4), substitute the following paragraph (f) for paragraphs (f), (g), and (h) of the basic clause:

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

#### **252.247-7024 Notification of Transportation of Supplies by Sea.**

As prescribed in 247.574(c), use the following clause:

NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor—

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties—

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for—

(i) Noncommercial items; or

(ii) Commercial items that—

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

#### **252.247-7025 Reflagging or Repair Work.**

As prescribed in 247.574(d), use the following clause:

#### REFLAGGING OR REPAIR WORK (JUN 2005)

(a) *Definition.* “Reflagging or repair work,” as used in this clause, means work performed on a vessel—

(1) To enable the vessel to meet applicable standards to become a vessel of the United States; or

(2) To convert the vessel to a more useful military configuration.

(b) *Requirement.* Unless the Secretary of Defense waives this requirement, reflagging or repair work shall be performed in the United States or its outlying areas, if the reflagging or repair work is performed—



## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

(1) On a vessel for which the Contractor submitted an offer in response to the solicitation for this contract; and

(2) Prior to acceptance of the vessel by the Government.

(End of clause)

#### **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.**

As prescribed in 247.574(e), use the following provision:

#### EVALUATION PREFERENCE FOR USE OF DOMESTIC SHIPYARDS — APPLICABLE TO ACQUISITION OF CARRIAGE BY VESSEL FOR DOD CARGO IN THE COASTWISE OR NONCONTIGUOUS TRADE (AUG 2007)

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

“Covered vessel” means a vessel—

(1) Owned, operated, or controlled by the offeror; and

(2) Qualified to engage in the carriage of cargo in the coastwise or noncontiguous trade under Section 27 of the Merchant Marine Act, 1920 (46 U.S.C. App. 883), commonly referred to as “Jones Act”; 46 U.S.C. 12106; and Section 2 of the Shipping Act, 1916 (46 U.S.C. App. 802).

“Overhaul, repair, and maintenance work” means work requiring a pierside shipyard period greater than or equal to 15 calendar days.

“Shipyards” means fixed facilities with drydocks and fabrication equipment capable of building a ship, defined as watercraft typically suitable or intended for other than personal or recreational use.

(b) This solicitation includes an evaluation factor that considers the extent to which the offeror has had overhaul, repair, and maintenance work for covered vessels performed in shipyards located in the United States or Guam.

(c) The offeror shall provide the following information with its offer, addressing all covered vessels for which overhaul, repair, and maintenance work has been performed during the period covering the current calendar year, up to the date of proposal submission, and the preceding four calendar years:

(1) Name of vessel.

(2) Description of qualifying shipyard work performed.

(3) Name of shipyard that performed the work.

(4) Inclusive dates of work performed.

## Defense Federal Acquisition Regulation Supplement

### Part 252--Solicitation Provisions and Contract Clauses

---

(5) Cost of work performed.

(d) Offerors are responsible for submitting accurate information. The Contracting Officer—

(1) Will use the information to evaluate offers in accordance with the criteria specified in the solicitation; and

(2) Reserves the right to request supporting documentation if determined necessary in the proposal evaluation process.

(e) The Department of Defense will provide the information submitted in response to this provision to the congressional defense committees, as required by Section 1017 of Pub. L. 109-364.

(End of provision)

# Defense Federal Acquisition Regulation Supplement

## Part 247—Transportation

---

### TABLE OF CONTENTS (Revised August 28, 2007)

247.001 Definitions.

#### **SUBPART 247.1—GENERAL**

247.104 Government rate tenders under section 10721 of the Interstate Commerce Act.

247.104-5 Citation of Government rate tenders.

247.105 Transportation assistance.

#### **SUBPART 247.2—CONTRACTS FOR TRANSPORTATION OR FOR TRANSPORTATION-RELATED SERVICES**

247.200 Scope of subpart.

247.206 Preparation of solicitations and contracts.

247.270 Stevedoring contracts.

247.270-1 Scope of section.

247.270-2 Definitions.

247.270-3 Technical provisions.

247.270-4 Evaluation of bids and proposals.

247.270-5 Award of contract.

247.270-6 Contract clauses.

247.271 Contracts for the preparation of personal property for shipment or storage.

247.271-1 Scope of section.

247.271-2 Policy.

247.271-3 Procedures.

247.271-4 Solicitation provisions, schedule formats, and contract clauses.

#### **SUBPART 247.3—TRANSPORTATION IN SUPPLY CONTRACTS**

247.301 General.

247.301-70 Definition.

247.301-71 Evaluation factor or subfactor.

247.305 Solicitation provisions, contract clauses, and transportation factors.

247.305-10 Packing, marking, and consignment instructions.

247.305-70 Returnable containers other than cylinders.

247.370 Use of Standard Form 30 for consignment instructions.

247.371 DD Form 1384, Transportation Control and Movement Document.

247.372 DD Form 1653, Transportation Data for Solicitations.

247.373 DD Form 1654, Evaluation of Transportation Cost Factors.

#### **SUBPART 247.5—OCEAN TRANSPORTATION BY U.S.-FLAG VESSELS**

247.570 Scope.

247.571 Definitions.

247.572 Policy.

247.573 Procedures.

247.573-1 Ocean transportation incidental to a contract for supplies, services, or construction.

247.573-2 Direct purchase of ocean transportation services.

247.573-3 Annual reporting requirement.

247.574 Solicitation provisions and contract clauses.

**TABLE OF CONTENTS**  
*(Revised August 28, 2007)*

**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 Reserved.  
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.  
252.203-7002 Display of DoD Hotline Poster.  
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.  
252.205-7000 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.  
252.211-7000 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.  
252.212-7000 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.

## Defense Federal Acquisition Regulation Supplement

### Part 252—Solicitation Provisions and Contract Clauses

---

- 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.
- 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).

## Defense Federal Acquisition Regulation Supplement

### Part 252—Solicitation Provisions and Contract Clauses

---

- 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.
- 252.222-7006 Combating Trafficking in Persons.
- 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 Reserved.
- 252.225-7009 Reserved.
- 252.225-7010 Reserved.
- 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 Preference for Domestic Specialty Metals.
- 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.
- 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 Reserved.
- 252.225-7023 Restriction on Acquisition of Vessel Propellers.
- 252.225-7024 Reserved.
- 252.225-7025 Restriction on Acquisition of Forgings.
- 252.225-7026 Reserved.
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales.
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments.
- 252.225-7029 Reserved.
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.
- 252.225-7031 Secondary Arab Boycott of Israel.

## Defense Federal Acquisition Regulation Supplement

### Part 252—Solicitation Provisions and Contract Clauses

---

- 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.
- 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.

## Defense Federal Acquisition Regulation Supplement

### Part 252—Solicitation Provisions and Contract Clauses

---

- 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 Patents--Subcontracts.
- 252.227-7035 Reserved.
- 252.227-7036 Reserved.
- 252.227-7037 Validation of Restrictive Markings on Technical Data.
- 252.227-7038 Reserved.
- 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).
- 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.
- 252.232-7004 DoD Progress Payment Rates.
- 252.232-7005 Reimbursement of Subcontractor Advance Payments--DoD Pilot Mentor-Protege Program.
- 252.232-7006 Alternate A.
- 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.



## Defense Federal Acquisition Regulation Supplement

### Part 252—Solicitation Provisions and Contract Clauses

---

- 252.233-7001 Choice of Law (Overseas).
- 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 Reserved.
- 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.
- 252.237-7000 Notice of Special Standards of Responsibility.
- 252.237-7001 Compliance with Audit Standards.
- 252.237-7002 Award to Single Offeror.
- 252.237-7003 Requirements.
- 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.
- 252.239-7000 Protection Against Compromising Emanations.

## Defense Federal Acquisition Regulation Supplement

### Part 252—Solicitation Provisions and Contract Clauses

---

252.239-7001	Reserved.
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	Notice of Earned Value Management System.
252.242-7002	Earned Value Management System.
252.242-7003	Application for U.S. Government Shipping Documentation/Instructions.
252.242-7004	Material Management and Accounting System.
252.242-7005	Cost/Schedule Status Report.
252.242-7006	Cost/Schedule Status Report Plans.
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.
252.245-7001	Reports of Government Property.
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	Reserved.
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.

## Defense Federal Acquisition Regulation Supplement

### Part 252—Solicitation Provisions and Contract Clauses

---

- 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.