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SERVICE CONTRACTS, 32 CFR 318

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use same on any other Government work without additional cost to the Government; and with respect thereto the Architect-Engineer* agrees to and does hereby grant to the Government a royalty-free license to all such data which he may cover by copyright and to all architectural designs as to which he may assert any rights or establish any claim under the design patent or copyright laws. The Architect-Engineer* for a period of three (3) years after completion of the project agrees to furnish and to provide access to the originals or copies of all such materials on the request of the Contracting Officer.

*When used in construction contracts, substitute "Contractor" for "Architect-Engineer."

(b) *Shop drawings for construction.* In procuring shop drawings for construction, the Government shall obtain the unlimited right to use and reproduce such drawings, but shall not exclude a similar right in the designer or others. Accordingly, in contracts calling for delivery of such drawings, insert the following clause.

RIGHTS IN SHOP DRAWINGS (APRIL 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

§ 18.910-2 Data clauses for construction supplies and research and development.

The provisions of Subpart B, Part 9 of this chapter, relating to the acquisition of data and rights therein in connection with the procurement of supplies and materials and research and development are applicable where the procurement is confined to either construction supplies and materials (as distinguished from "construction" as defined in § 18.101-1) or experimental, developmental, or research work, or both. In some circumstances the right to use such data, including drawings, may be limited in accordance with appropriate paragraphs of Subpart B, Part 9 of this chapter.

§ 18.910-3 Mixed contracts.

Where the proposed contract calls for either (a) experimental, developmental, or research work, (b) supplies and materials, or (c) both, in addition to either construction or architect-engineer work, the pertinent clauses of Subpart B, Part 9 of this chapter, shall be included in the contract, in addition to the appropriate clause or clauses prescribed by § 18.910-1. In such cases, the contract shall indicate clearly that the clauses of Subpart B, Part 9 of this chapter, apply only to the experimental, developmental, or research work, or only to the supplies and materials being procured, or to both, and that the appropriate clause or clauses prescribed by § 18.910-1 apply only to the construction or architect-engineer work.

Subpart J—Taxes

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§ 18.1001-1 Special fuels.

See § 11.101.

[31 F.R. 13337, Oct. 14, 1966]

§ 18.1001-2 Motor vehicles.

See § 11.102-1.

[31 F.R. 13337, Oct. 14, 1966]

§ 18.1001-3 Tires and tubes.

See § 11.102-2.

[31 F.R. 13337, Oct. 14, 1966]

§ 18.1001-4 Gasoline.

See § 11.102-3.

[31 F.R. 13337, Oct. 14, 1966]

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AUTHORITY: The provisions of this Part 22 issued under sec. 2202, 70A Stat. 120; 10 U.S.C. 2202. Interpret or apply secs. 2301-2314, 70A Stat. 127-133; 10 U.S.C. 2301-2314.

§ 22.000 Scope of part.

This part deals generally with the obtaining of services by contract, and specifically with certain types of contracts which can properly be classified as service contracts. It does not cover the services of individuals obtained by direct appointment or through normal Civil Service employment procedures, nor does it cover the obtaining of services by grant.

[32 F.R. 550, Jan. 18, 1967]

Subpart A—Service Contracts in General

SOURCE: The provisions of this Subpart A appear at 32 F.R. 550, Jan. 18, 1967, unless otherwise noted.

§ 22.101 Definition of service contract.

(a) A service contract is one which calls directly for a contractor's time and effort rather than for a concrete end product. For purposes of this definition, a report shall not be considered a concrete end product if the primary purpose of the contract is to obtain the contractor's time and effort and the report is merely incidental to this purpose.

(b) Service contracts as defined above are generally found in areas involving the following:

- (1) Maintenance, overhaul, repair, servicing, rehabilitation, salvage, and modernization or modification of supplies, systems and equipment;
- (2) Maintenance, repair, rehabilitation, and modification of real property;
- (3) Architect-engineering (see Part 18 of this chapter);
- (4) Expert and consultant services;
- (5) The services of DOD-sponsored organizations;
- (6) Installation of equipment obtained under separate contract;
- (7) Operation of Government-owned equipment, facilities, and systems;
- (8) Engineering and technical services;
- (9) Housekeeping and base services;
- (10) Transportation and related services;

- (11) Training and education;
- (12) Medical services;
- (13) Photographic, printing and publication services;
- (14) Mortuary services;
- (15) Communications services;
- (16) Test services;
- (17) Data processing;
- (18) Warehousing;
- (19) Auctioneering;
- (20) Arbitration;
- (21) Stevedoring; and
- (22) Research and development (see Part 4 of this chapter).

§ 22.102 "Personal services."

§ 22.102-1 Policy.

The Civil Service laws and regulations and the Classification Act lay down requirements which must be met by the Government in hiring its employees, and establish the incidents of employment. In addition, personnel ceilings have been established for the Department of Defense. Except as otherwise authorized by express statutory authority (e.g., 5 U.S.C. 55a as implemented by the annual Department of Defense Appropriation Act—expert and consultant services (see Subpart B of this part)), these laws and regulations shall not be circumvented through the medium of "personal services" contracting, which is the procuring of services by contract in such a manner that the contractor or his employees are in effect employees of the Government. The contracting officer is responsible for assuring the implementation of this policy by considering the criteria in § 22.102-2 before entering into any service contract, and by obtaining a legal opinion in any doubtful case and in any case where express statutory authority for a personal service contract is to be invoked.

§ 22.102-2 Criteria for recognizing personal services.

There are no definitive rules for characterizing particular services as "personal" or "nonpersonal." There are many factors involved, none of which alone is necessarily conclusive; the characterization in a particular case can only be the result of a balancing of the factors. The following factors shall be considered, as well as any others which are relevant:

- (a) The nature of the work—
- (1) Whether the Government can obtain civil servants to do the job, or whether the contractor has specialized

knowledge or equipment which is unavailable to the Government;

(2) Whether the services represent the discharge of a Governmental function which calls for the exercise of personal judgment and discretion on behalf of the Government (this element, if present in a sufficient degree, may alone render the services personal in nature); and

(3) Whether the requirement for services to be performed under the contract is continuing rather than short-term or intermittent;

(b) Contractual provisions concerning the contractor's employees (In considering the following, it should be noted that supervision and control of the contractor or his employees, if present in a sufficient degree, may alone render the services personal in nature)—

(1) Whether the Government specifies the qualifications of, or reserves the right to approve, individual contractor employees (but granting or denying security clearance and providing for necessary health qualifications are always permissible controls over contractor employees);

(2) Whether the Government reserves the right to assign tasks to and prepare work schedules for contractor employees during performance of the contract;

(3) To what extent the Government retains the right (whether actually exercised or not) to supervise the work of the contractor employees, either directly or indirectly;

(4) To what extent the Government reserves the right to supervise or control the method in which the contractor performs the service, the number of people he will employ, the specific duties of individual employees, and similar details (however, it is always permissible to provide in the contract that the contractor's employees must comply with regulations for the protection of life and property);

(5) Whether the Government will review performance by each individual contractor employee, as opposed to reviewing a final product on an overall basis after completion of the work;

(6) Whether the Government retains the right to have contractor employees removed from the job for reasons other than misconduct or security;

(c) Other provisions of the contract—

(1) Whether the services can properly be defined as an end product;

(2) Whether the contractor undertakes a specific task or project that is definable either at the inception of the

contract or at some point during performance, or whether the work is defined on a day-to-day basis;

(3) Whether payment will be for results accomplished or solely according to time worked; and

(4) To what extent the Government is to furnish the office or working space, facilities, equipment, and supplies necessary for contract performance; and

(d) Administration of the contract—

(1) Whether the contractor employees are used interchangeably with Government personnel to perform the same functions;

(2) Whether the contractor employees are integrated into the Government's organizational structure; and

(3) Whether any of the elements in paragraphs (b) and (c) of this section are present in the administration of the contract, regardless of whether they are provided for by the terms of the contract.

§ 22.102-3 Examples of personal versus nonpersonal services.

It is to be emphasized that the examples below are for illustrative purposes only and are not to be used as the basis for a determination in any specific case.

(a) *Personal*. The following are examples of personal services contracts:

(1) Contract for the furnishing of ordinary, day-to-day stenographic and secretarial services in a Government office under Government supervision exercised either directly or through a contractor supervisor, even if only for a peak work period of 2 weeks;

(2) Contract for preparation of a staff type report on the operation of a particular Government office or installation, where no specialized skills are required and the report would ordinarily be prepared by the regular officers or employees of the office or installation even if there is to be no Government supervision and even if payment is to be for an "end product" report;

(3) Contract for the furnishings of persons to perform the various day-to-day functions of contract administration for a Government agency, even if there is no Government supervision; and

(4) Contract with an accounting firm to come in and perform day-to-day accounting functions for the Government.

(b) *Nonpersonal*. The following are examples of nonpersonal service contracts:

(1) Contract for field engineering work requiring specialized equipment and trained personnel unavailable to the Government but not involving the exercise of discretion on behalf of the Government, where the contractor performs work adequately described in the contract free of Government supervision;

(2) Contract with an individual for delivery of lectures without Government supervision, at specific places on specific dates, and on a specialized subject, even if payment is by the hour;

(3) Contract for janitorial services, where the contract provides for specific tasks to be performed in specific places, free of Government direction, supervision, and control over the contractor's employees, at a fixed price for the work to be performed; and

(4) Research and development contract, providing a fixed price for a level of effort, as long as the work is performed by the contractor independently of Government direction, supervision, and control.

§ 22.102-4 Determination by contracting officer; documentation of contract file.

At the time the contracting officer receives, through a purchase request or other document, any requirement for the procurement of services, he shall determine whether the procurement is proper in the light of the personal services policy in § 22.102. He shall not proceed with the procurement without documenting the contract file with:

(a) A brief memorandum of his determination that the services are nonpersonal, together with his reasons and all the facts which bear on the personal-nonpersonal question, or a memorandum of his determination that procurement of the services is expressly authorized by statute, regardless of whether personal; and

(b) An opinion of counsel obtained pursuant to § 22.102-1 in any doubtful case and in any case where express statutory authorization is invoked; and

(c) Any further documentation which may be required by Departmental implementation.

§ 22.103 Competition in service contracting.

The provisions of statute and of this subchapter requiring competition are fully applicable to service contracts. Therefore, unless otherwise provided by

statute, contracts for services shall be awarded through formal advertising, whenever "feasible and practicable under the existing conditions and circumstances" (10 U.S.C. 2304(a); § 1.300-2 of this chapter). When formal advertising is not feasible and practicable and negotiations is authorized (see 10 U.S.C. 2304(a)(1)-(17); Subpart B Part 3 of this chapter), competition still must be obtained to the maximum practicable extent, except for procurements not in excess of \$250 (§§ 1.300-1, 3.101, 3.604). The method of obtaining competition will vary with the type of service being procured, and will not necessarily be limited to price comparison alone (see § 3.805-1(d)).

§ 22.104 Conflict of interest in service contracting.

In procuring services by contract, the applicable provisions with respect to conflicts of interest shall be observed (see § 1.113 and Part 141 of this chapter).

§ 22.105 Small business certificate of competency.

In those service contracts where the highest competence obtainable is a requirement of the Government, the small business certificate of competency procedures may not be applicable (see § 1.705-4(b)).

§ 22.106 Service Contract Act of 1965.

Implementation of the Service Contract Act of 1965 (P.L. 89-286), which provides for minimum wages and fringe benefits as well as other conditions of work under certain service contracts, is contained in Subpart J, Part 12 of this chapter.

Subpart B—Procurement of Expert or Consultant Services

SOURCE: The provisions of this Subpart B appear at 32 F.R. 551, Jan. 18, 1967, unless otherwise noted.

§ 22.200 Scope of subpart.

This subpart sets forth policy and procedures for the procurement by contract, pursuant to 5 U.S.C. 55a, of expert or consultant services (including stenographic reporting services) from individuals and from firms, regardless of whether personal. This subpart does not govern employment of individual experts or consultants by excepted appointment; the requirements for such employ-

ment are set forth in personnel regulations of the Civil Service Commission and of the respective Departments.

§ 22.201 Statutory authority.

(a) Authority for the procurement by contract of expert and consultant services is found in section 15 of the Administrative Expenses Act of August 2, 1946, as amended (P.L. 79-600; 60 Stat. 810; 5 U.S.C. 55a), as implemented by annual appropriation acts or by other legislation. Most contracts for expert or consultant services are executed by the Military Departments pursuant to the authority contained in the General Provisions of the annual Department of Defense Appropriation Act.

(1) 5 U.S.C. 55a provides:

The head of any department, when authorized in an appropriation or other Act, may procure the temporary (not in excess of 1 year) or intermittent services of experts or consultants or organizations thereof, including stenographic reporting services, by contract, and in such cases such service shall be without regard to the civil-service and classification laws (but as to agencies subject to the Classification Act of 1949 at rates not in excess of the per diem equivalent of the highest rate payable under such Act, unless other rates are specifically provided in the appropriation or other law) and, except in the case of stenographic reporting services by organizations, without regard to section 5 of Title 41.

(2) Typical of the language which is enacted each year in the General Provisions of the Department of Defense Appropriation Act implementing 5 U.S.C. 55a is section 601 of the Act of September 29, 1965 (P.L. 89-213; 79 Stat. 873), which provides:

During the current fiscal year, the Secretary of Defense and the Secretaries of the Army, Navy, and Air Force, respectively, if they should deem it advantageous to the national defense, and if in their opinions the existing facilities of the Department of Defense are inadequate, are authorized to procure services in accordance with section 15 of the Act of August 2, 1946 (5 U.S.C. 55a), under regulations prescribed by the Secretary of Defense, and to pay in connection therewith travel expenses of individuals, including actual transportation and per diem in lieu of subsistence while traveling from their homes or places of business to official duty station and return as may be authorized by law:

Provided, That such contracts may be renewed annually.

(b) Except in the case of stenographic reporting services, contracts with in-

dividuals or firms for expert and consultant services are usually negotiated, normally under the authority of 10 U.S.C. 2304(a)(4), as implemented by § 3.204 of this chapter.

§ 22.202 Definition of experts and consultants.

(a) The terms "experts" and "consultants" shall include those persons who are exceptionally qualified, by education or by experience, in a particular field to perform some specialized service.

(b) Stenographic reporting services are included in the term "expert or consultant services" for purposes of procurement by contract under this subpart.

§ 22.203 Policy.

(a) The proper use of experts and consultants is a legitimate and economical way to improve Government services and operations. Activities of the Departments can be strengthened by utilizing the highly specialized knowledge and skills of such individuals. Accordingly, the services of experts and consultants may be used at all organizational levels to help managers achieve maximum effectiveness and economy in their operations. However, experts and consultants shall not be used to perform duties which can be performed by regular employees, to fill positions which call for full-time continuing employees, or to circumvent competitive civil service procedures and Classification Act pay limits.

(b) The following are examples of services which may be procured from experts or consultants by contract:

(1) Specialized opinion unavailable in the Department;

(2) Outside points of view, to avoid too limited judgment, on critical administrative or technical issues;

(3) Advice on developments in industrial and other research;

(4) For especially important projects, opinions of noted experts which are highly important to the success of an undertaking;

(5) The advisory participation of citizens to develop or implement Government programs that by their nature or by statute call for citizen participation;

(6) The services of specialists who are not needed full-time, who cannot serve regularly or full-time, or whose full-time employment is uneconomical to the Government.

§ 22.204 Limitations on use of expert or consultant authority.

§ 22.204-1 General.

Obtaining the benefit of expert or consultant services by contract, pursuant to 5 U.S.C. 55a, is subject to the following limitations:

(a) The employment of individual experts or consultants shall be by contract only when the services required cannot be obtained by excepted appointment in accordance with personnel regulations.

(b) The nature of the duties to be performed must be temporary (not more than one year) or intermittent (not cumulatively more than 130 days in one year). Accordingly, no contract shall be entered into for longer than one year at a time. (However, contracts may be renewed annually; see § 22.212.)

(c) Procurement of the services must be advantageous to the national defense.

(d) Such services shall not be used when existing facilities of the particular Department are adequate or when personnel with the necessary skills can be obtained through normal civil service appointment procedures.

(e) Procurement of such services by contract shall not be used as a means of circumventing manpower space ceilings.

§ 22.204-2 Contracts crossing fiscal years.

Because the implementing appropriation act authorizing the procurement of expert and consultant services expires and must be renewed each fiscal year (see § 22.201), a contract under this authority shall not cross fiscal years—even in cases where funds could properly be obligated to a contract calling for services in parts of two fiscal years—unless it calls for an end product which cannot feasibly be subdivided for separate performances in each fiscal year. No contract shall cross fiscal years unless authorized to do so in accordance with § 22.205(c)(8). This section shall apply equally to contracts with individuals and contracts with firms.

§ 22.205 Authorization to enter into contracts: "Determinations and Findings."

(a) All contracts to be entered into pursuant to 5 U.S.C. 55a for expert or consultant services must be authorized in

writing by a Determinations and Findings (D&F) signed in accordance with Departmental regulations. Ordinarily each contract shall be separately authorized. However, when the determinations can appropriately be made with respect to a class of contracts, the authorizing official may issue blanket authority for that class of contracts by signing a class D&F.

(b) Each D&F shall authorize a contract or class of contracts to be entered into during a stated period not to exceed 1 year, which ordinarily shall be within 1 fiscal year. A D&F may be issued during 1 fiscal year to authorize a contract or class of contracts to be entered into during the following fiscal year, provided the determinations are reasonably expected to hold true at the time the contract or contracts are to be entered into and provided that either the D&F is made contingent upon enactment of implementing legislation or implementing legislation for the next fiscal year has already been enacted.

(c) Each D&F shall contain the following:

(1) A brief description of the services authorized to be procured, including for individual D&Fs the estimated time of performance and the estimated cost;

(2) Determination by the authorizing official with respect to the particular contract or class of contracts that:

(i) The duties to be performed are of a temporary or intermittent nature;

(ii) Procurement of the services is advantageous to the national defense;

(iii) The existing facilities of his Department are inadequate to furnish the services;

(iv) It is not feasible to obtain personnel with the necessary skills through normal civil service appointment procedures; and

(v) Any other determinations required by the statutes under the authority of which the procurement is made;

(3) A citation of statutory authority, namely, 5 U.S.C. 55a and (except where subparagraph (7) of this paragraph is applicable) appropriate implementing legislation; the latter may be the current annual Department of Defense Appropriation Act, a current temporary Department of Defense appropriation en-

actment or other appropriate implementing legislation;

(4) A grant of authority to procure the required services and, if desired, to renew the contract;

(5) The condition that the necessary funds must be available for obligation;

(6) The condition that no contract may be entered into for longer than one year at a time;

(7) An added condition, in cases where the D&F covers a period for which implementing legislation has not yet been enacted, that at the time the procurement is entered into there must be in effect a law authorizing the procurement pursuant to 5 U.S.C. 55a and requiring no further Secretarial action than that required by the implementing legislation current at the time the D&F is issued;

(8) Where appropriate, authorization to contract across fiscal years (see § 22.204-2), and in such cases, where the implementing authority cited is annual legislation, an added condition that in the event the implementing authority is not renewed for the following fiscal year the contracting officer shall terminate the contract in accordance with its terms; and

(9) The date of expiration of the authority granted by the D&F.

§ 22.206 Requests for determinations and findings.

Requests for authorization to procure expert or consultant services pursuant to 5 U.S.C. 55a, whether from individuals or from firms, must contain statements required by Departmental regulations to support the determinations. The responsibilities of the various organizational levels in the Departments with respect to requests for D&Fs are also set forth in Departmental regulations.

§ 22.207 Contracts with individual experts or consultants.

§ 22.207-1 Method and amount of payment.

The contract may provide for compensation at rate for time actually worked (e.g., amount per day, per week, per month, etc.), or it may provide for performance of a specific task at a fixed price, or it may provide for nominal compensation. The amount or rate of payment will be determined on a case-by-case basis, taking into account (among any other relevant factors) the relative

importance of the duties to be performed, the stature of the individual in his specialized field, comparable pay for positions under the Classification Act or other Federal pay systems, rates paid by private employers, and rates previously paid other experts or consultants for similar work. Normally, compensation will be at the per diem equivalent of salaries in the GS-13 to GS-15 range. Compensation for personal services is subject to the limitation in § 22.210.

§ 22.207-2 Benefits.

When an individual expert or consultant is furnishing personal services and the contract provides for a regularly scheduled tour of duty during each administrative workweek, the contract shall also provide that the contractor will be accorded the same paid annual and sick leave benefits as those to which he would be entitled under Departmental personnel regulations if he were employed by excepted appointment during the period of the contract. The contract may also provide for similar benefits (e.g., paid holidays, paid administrative leave), but these shall in no event exceed those to which the individual would be entitled under excepted appointment. No benefits shall be accorded the contractor which are not specifically provided for in the written contract. The contracting officer shall effect necessary coordination with the cognizant civilian personnel office (see § 22.207-5).

§ 22.207-3 Taxes.

Where the individual is to render personal services, the compensation generally is subject to FICA (Social Security), FUTA (Unemployment), and federal income withholding tax. It may also be necessary to report or withhold State income tax under 5 U.S.C. 84b. The contracting officer shall take appropriate steps in coordination with the cognizant civilian personnel office to have deductions and reports made where required by law.

§ 22.207-4 Conflict of interest.

The contracting officer shall assure himself that individual experts or consultants who are to render personal services under contract familiarize themselves with Executive Order 11222, May 8, 1965, "Prescribing Standards of Ethical

cal Conduct for Government Officers and Employees," 30 F.R. 6469 (1965), and that they comply with it and with Departmental regulations implementing it.

§ 22.207-5 Administrative treatment.

Individual experts or consultants who are to render personal services under contract are charged against personnel ceilings in the same way as experts and consultants employed by excepted appointment. Also, the cognizant civilian personnel office must maintain certain records on individual experts and consultants who render personal services. Therefore, the contracting officer shall effect necessary coordination with the cognizant civilian personnel office before award of a contract for personal services, and may also designate the appropriate civilian personnel officer as his representative for the purpose of administering contract provisions relating to benefits, obtaining necessary data from the contractor for tax withholding purposes, and administering applicable conflict of interest provisions.

[32 F.R. 10174, July 11, 1967]

§ 22.208 Contracts with firms for expert or consultant services.

Contracts with firms for expert or consultant services ordinarily should deal only with rights and obligations as between the Government and the firm, and should not deal with the question of compensation by the firm of the individuals it assigns to the work or with any other rights or obligations as between the firm and these individuals. However, where the services to be rendered are personal services, payment for the services of each expert or consultant is subject to the limitation in § 22.210.

§ 22.209 Contracts for stenographic reporting services.

Stenographic reporting services normally are provided by regular civilian employees appointed under the usual civil service procedures. However, under certain circumstances these services may be procured by contract from individuals or firms pursuant to 5 U.S.C. 55a, as where there are variable requirements or insufficient qualified personnel, and necessity or economy to the Government

demands procurement by contract. Such contracts normally shall be written on an end-product basis and payment made according to delivered items (e.g., number of copies of transcript, words per page, etc.), and the contractor ordinarily shall be required to furnish the necessary materials (typewriter, paper, bindings, etc.). These contracts are subject to all the provisions of this subpart.

§ 22.210 Limitation on payment for personal services.

(a) Where the expert or consultant services being procured pursuant to 5 U.S.C. 55a personal services, payment for the services of each expert or consultant shall not exceed the highest rate fixed by the Classification Act pay schedules for grade GS-15—or, in the case of professional engineering services primarily involving research and development or professional services involving physical or natural sciences or medicine, the highest rate payable to a GS-18. In addition, the contract may provide for such per diem and travel expenses as would be authorized for a Government employee, including actual transportation and per diem in lieu of subsistence while the expert or consultant is traveling between his home or place of business and his official duty station.

(b) If a fixed-price contract which is predominantly for nonpersonal services also includes personal services, the requirements of paragraph (a) of this section are applicable to the personal services if it is feasible and practicable to price them separately.

§ 22.211 Modification of contracts.

When supplemental agreements or change orders are required which substantially change the basis upon which the D&F was made, such as to revise substantially the scope of work or time limitations, or to apply additional funds; authorization shall be requested in the same way as authorization to procure the services by contract in the first place.

§ 22.212 Renewal of contracts.

§ 22.212-1 General.

A contract may provide for renewal—for a maximum of 1 year each time—

by written notification to the contractor from the contracting officer.

§ 22.212-2 Applicable D&F required.

A contract shall not be renewed unless either a new D&F has been issued, or the D&F authorizing the original contract (or a prior renewal) has not yet expired and specifically authorizes the renewal, or an unexpired class D&F covering that type of contract is in effect.

§ 22.212-3 Other requirements.

Renewal of a contract legally creates a new contract; therefore, renewal of a contract is improper unless all the requirements and limitations of this subpart have been complied with.

Subpart C—Engineering and Technical Services

SOURCE: The provisions of this Subpart C appear at 32 F.R. 553, Jan. 18, 1967, unless otherwise noted.

§ 22.301 Definition of contractor engineering and technical services.

“Contractor engineering and technical services” consist of the furnishing of advice, instruction, and training to Department of Defense personnel; by commercial or industrial companies, in the installation, operation, and maintenance of Department of Defense weapons, equipment, and systems. This includes transmitting the knowledge necessary to develop among those Department of Defense personnel the technical skill required for installing, maintaining, and operating such equipment in a high state of military readiness. These services may be subdivided into the following categories.

(a) “Contract plant services” (CPS) are those engineering and technical services provided by the trained and qualified engineers and technicians of a manufacturer of military equipment or components, in the manufacturer’s own plants and facilities.

(b) “Contract field services” (CFS) are those engineering and technical services provided on site at defense locations by the trained and qualified engineers and technicians of commercial or industrial companies.

(c) “Field service representatives” are those employees of a manufacturer of military equipment or components who

provide a liaison or advisory service between their company and the military users of their company’s equipment or components.

§ 22.302 Contracting for engineering and technical services.

§ 22.302-1 General.

Every contract calling for engineering and technical services, whether it calls for only those services or whether it calls for those services in connection with the furnishing of an end item, shall show those services as a separate and identifiable line item separately priced. The contract shall contain definitive specifications for the services and shall show the man-months involved.

§ 22.302-2 Personal services.

Notwithstanding § 22.102, in the event unusual requirements involving essential mission accomplishment necessitate the procurement of contract field services (CFS) which appear to be personal services, those services may be obtained by contract for an interim period if that particular procurement is specifically authorized by the Assistant Secretary of Defense (Manpower).

Subpart D—Stevedoring Contracts

SOURCE: The provisions of this Subpart D appear at 32 F.R. 554, Jan. 18, 1967, unless otherwise noted.

§ 22.400 Scope of subpart.

Procurement procedures peculiar to stevedoring are set forth in this subpart. This subpart, however, does not contain or cross reference all provisions of this subchapter applying to service contracts which shall be adhered to where applicable. Contract clauses for stevedoring contracts are set forth in Subpart J, Part 7 of this chapter.

§ 22.401 Definition of stevedoring.

Stevedoring is the loading of cargo from an agreed point of rest on a pier or lighter and its storage aboard a vessel, or the breaking out and discharging of cargo from any space in the vessel to an agreed point of rest dockside or in a lighter.

§ 22.402 Method of procurement.

Procurement of stevedoring services shall be made by formal advertising pursuant to 10 U.S.C. 2304(a) whenever such

method is feasible and practicable under existing conditions and circumstances even though such conditions and circumstances would otherwise satisfy the requirements of Subpart B, Part 3 of this chapter.

§ 22.403 Type of contract.

Normally, stevedoring services will be contracted for by means of an indefinite quantity type contract. Contracts for single job stevedoring services may be made when no indefinite quantity contract is available to fulfill the requirements.

§ 22.404 Technical provisions.

§ 22.404-1 Conditions for use.

Since conditions vary at different ports and sometimes within the same port, standard technical provisions covering all phases of stevedoring operation are impractical. If carloading and unloading or other dock and terminal work will be performed under a stevedoring contract, technical provisions appropriate for such dock and terminal work should be added to the contract as separate items of work.

§ 22.404-2 Clauses.

The clauses containing technical provisions in § 7.1001 are normally made a part of every stevedoring contract. While these clauses will cover most situations adequately, the various provisions may be deleted, added to, modified, or rearranged as necessary to meet local conditions.

§ 22.405 Evaluation of bids and proposals.

§ 22.405-1 General.

Contractors' bids and proposals shall include tonnage or commodity rates which apply to the bulk of the cargo worked under normal conditions. Schedules of man-hour rates which apply to services not covered by commodity rates or to work performed under hardship conditions also shall be included.

§ 22.405-2 Analysis of tonnage or commodity rates.

The price quoted for handling a ton (weight or measurement) of a specified commodity is a commodity rate. This rate is computed by dividing the hourly stevedoring gang cost by the estimated

number of tons of the specified commodity which can be handled in 1 hour. The gang cost consists of the following:

(a) The total hourly wages paid to the men in the gang in accordance with the collective bargaining agreement between the maritime industry and the unions at a specific port;

(b) Payments for workmen's compensation, social security taxes, unemployment insurance, taxes, and liability and property damage insurance; and

(c) General and administrative expenses and profit.

The direct costs shall be verified by the contracting officer. Since the negotiated stevedoring contract is designed to minimize the contractor's risk, the contractor's gang cost should contain no allowance for contingencies and the profit rate should be less than is granted in the usual fixed-price contract. The estimated number of tons of the specified commodity which can be handled in 1 hour is based on the contractor's experience and should be compared with the records of experience at the requiring activity. The evaluation of bids and proposals shall include an extension of the quoted commodity rates against the payable tonnage estimated to be handled for each commodity.

§ 22.405-3 Analysis of man-hour and equipment rental rates.

Man-hour rates shall be established for every category of labor expected to be necessary to perform services required under the contract. The development of man-hour rates follows a pattern similar to the method used in arriving at a gang cost. Specifically, it is composed of the basic wage rate of the man, workmen's compensation, social security taxes; insurance, general and administrative expenses, and profit. The evaluation of bids and proposals shall include an extension of the quoted man-hour rates against the estimated man-hour requirements for each artisan classification. Rates for equipment rental shall be extended against estimated equipment hours.

§ 22.406 Award of contract.

The award shall be made to the responsible contractor who offers the lowest overall acceptable bid or proposal after evaluating the total estimated cost

of tonnage to be moved at commodity rates and estimated cost at man-hour rates.

Subpart E—Procurement of Mortuary Services

SOURCE: The provisions of this Subpart E appear at 32 F.R. 554, Jan. 18, 1967, unless otherwise noted.

§ 22.500 Scope of subpart.

Procurement procedures peculiar to contracts for mortuary services (the care of remains) of military personnel within the United States are set forth in this subpart. These procedures may be used as guidance in areas outside the United States in procuring such services for both deceased military and civilian personnel. Uniform contract clauses for care of remains contracts are set forth or referenced in Subpart L, Part 7 of this chapter.

§ 22.501 Method of procurement.

§ 22.501-1 Procurements by requirements type contract.

By agreement among the military activities involved, one military activity in each geographical area shall contract for the estimated requirements for the care of remains for all activities in the area. Procurement shall be by use of a requirements type contract (see § 409-2 of this chapter) when the estimated annual requirements for the individual activity concerned, or for the activities using one contract, are 10 or more. Except where negotiation is authorized under Subpart B, Part 3 of this chapter, such contracts shall be formally advertised. The contracts shall be for the fiscal year or a portion thereof ending on June 30, except for noncontinuous requirements for shorter periods.

§ 22.501-2 Procurements by purchase order.

Where no contract exists, such services shall be obtained by use of DD Form 1155 (Order for Supplies and Services) and DD Form 1155s (Additional General Provisions, Modification, and Acceptance) (see § 3.608), inserting in the Schedule the clauses prescribed in § 3.608-2(b)(1)(xii) of this chapter.

§ 22.501-3 Solicitation planning.

Bids or offers for annual requirements for the next fiscal year shall be solicited in January.

§ 22.501-4 Area of performance.

Each contract for care of remains (except Port of Entry Requirements contracts) shall clearly define the geographical area covered by the contract. The area shall be determined by the activity entering into the contract in accordance with the following general guidelines. It shall be an area using political boundaries, streets, or other features as demarcation lines. Generally, this should be a size roughly equivalent to the contiguous metropolitan or municipal area enlarged to include the activities served. In the event the area of performance best suited to the needs of a particular contract is not large enough to include a carrier terminal commonly used by people within such area, the contract area of performance shall specifically state that it includes such terminal as a pick-up or delivery point.

§ 22.501-5 Distribution of contracts.

In addition to normal contract distribution, three copies of each contract shall be furnished to each activity authorized to use it, and two copies to each of the following:

(a) Office of the Chief of Support Services, Department of the Army, Attn.: SPTS-MD, Washington, D.C. 20315.

(b) Bureau of Medicine and Surgery (454), Department of the Navy, Washington, D.C. 20390.

(c) Headquarters, AFLC (MCAMM), Wright-Patterson AFB, Ohio 45433.

§ 22.502 Solicitation provision.

Invitations for bids for mortuary services contracts shall contain the provision set forth below. This provision shall be appropriately modified for use in requests for proposals or quotations.

AWARD TO SINGLE BIDDER (OCTOBER 1965)

Subject to the provisions contained herein, award shall be made to a single bidder. Bids must include unit prices for each item listed in order that bids may be properly evaluated. Failure to do this shall be cause for rejection of the entire bid. Bids shall be evaluated on the basis of the estimated quantities shown and award shall be made to that responsible bidder whose total aggregate price is low.

§ 22.503 Schedule formats.

§ 22.503-1 Schedule format for other than port of entry requirements contracts.

Set forth below is an example of a Schedule format suitable for use in solicitations for other than port of entry requirements. The estimated quantities are only illustrative.

Item No.	Supplies, services and transportation	Estimated quantity	Unit	Unit price	Amount
1	For a Type I casket, standard size, shipping case, supplies and services in accordance with specifications.	20	Each		
2	For a Type I casket, exceeding standard size, shipping case, supplies and services in accordance with specifications.	4	Each		
3	For a Type II casket, standard size, shipping case, supplies and services in accordance with specifications.	5	Each		
4	For a Type II casket, exceeding standard size, shipping case, supplies and services in accordance with specifications.	2	Each		
5	For transportation of remains, in accordance with specifications and as provided for in paragraphs (b) and (c) of the "Area of Performance" clause of this contract.	200 loaded miles	Loaded mile.		

§ 22.503-2 Schedule format for port of entry requirements contracts.

Set forth below is an example of a Schedule format suitable for use in solicitations for port of entry requirements. The estimated quantities are only illustrative.

Item No.	Supplies, services and transportation	Estimated quantity	Unit	Unit price	Amount
1	For a Type I casket, standard size, shipping case, supplies and services in accordance with specifications.	30	Each		
2	For a Type I casket, exceeding standard size, shipping case, supplies and services in accordance with specifications.	4	Each		
3	For a Type II casket, standard size, shipping case, supplies and services in accordance with specifications.	5	Each		
4	For a Type II casket, exceeding standard size, shipping case, supplies and services in accordance with specifications.	2	Each		
5	For inspection and/or reprocessing of casketed remains prior to delivery to selected common carrier.	18	Each		
6	For transportation of remains between and processing facility.	31	Loaded trip each.		
7	For transportation of remains between processing facility and selected common carrier or national cemetery as indicated below: X Y Z	9 10 9	Loaded trip each.		
8	For transportation of remains between processing facility and any point within 100 miles as designated by the contracting officer.	200	Loaded mile.		

Subpart F—Contracts for Preparation of Household Goods for Shipment, Government Storage and Intracity or Intraarea Movement

SOURCE: The provisions of this Subpart F appear at 32 F.R. 10174, July 11, 1967, unless otherwise noted.

§ 22.601 Policy.

§ 22.601-1 Annual contracts.

Contracts for the preparation of household goods for shipment, storage in a Government facility, and intracity or intraarea movement normally shall be formally advertised. Such contracts shall

be for a calendar year or part thereof ending on December 31, except for non-continuous requirements for shorter periods.

§ 22.601-2 Zones of performance.

The estimated requirements for all activities within an area shall be included in one solicitation. The solicitation shall provide for clearly defined zones of performance. Determination as to the number of zones and boundaries thereof shall take into consideration such matters as total volume, size of overall area included in the solicitation, and capacity of prospective bidders.

§ 22.601-3 Invitations for bids.

Bids for preparation of household goods for shipment, storage, and intracity or intraarea movement, shall be solicited as provided in § 2.201 of this chapter. Invitations for bids shall include such general provisions and conditions as are required by law and by this subchapter. The clause prescribed by § 13.702 (a) of this chapter shall be included in the Schedule.

§ 22.602 Procedure.

§ 22.602-1 Coordination.

One military activity in each geographic area shall contract for the estimated requirements of all the activities in that area. An activity shall be designated by mutual agreement of the installation contracting officers concerned. The Military Traffic Management and Terminal Service (MTMTS) shall designate the contracting activity when local contracting officers are unable to reach an agreement as to the activity to be designated.

§ 22.602-2 Procurement by purchase order.

When requirements exceed the service available under contracts, services may be obtained by using purchase order procedures (see Subpart F, Part 3 of this chapter), using this subpart as guidance. Reoperation and remarking services shall be procured under such procedure.

§ 22.603 Contract provisions.

The following special clauses and Schedules shall be inserted in all invitations for bids for formally advertised

contracts for the preparation of household goods for shipment, storage, and intracity or intraarea movement. Where a requirement does not exist for an item in a schedule, it will be so indicated in the Estimated Quantity block. Commands overseas, except Alaska and Hawaii, may modify the format when necessary to conform with local trade customs and practices and country (including political subdivisions thereof) laws and regulations.

§ 22.603-1 Scope of contract.

SCOPE OF CONTRACT (OCTOBER 1965)

The Contractor shall furnish services and materials for the preparation of household goods and unaccompanied baggage for shipment, servicing of appliances, storage, drayage, and related services, including the furnishing of all materials except shipping containers, unless otherwise directed by the Contracting Officer. Unless otherwise indicated in this contract, the Contractor shall furnish all equipment, plant, labor, and performance of all work in accomplishing containerization (packing and crating) of household goods for overseas or domestic shipment or storage; restenciling; reoperation; drayage of household goods and unaccompanied baggage in connection with or without other services; and decontainerization (unpacking and uncrating) of inbound shipments of household goods.

§ 22.603-2 Period of contract.

PERIOD OF CONTRACT (APRIL 1967)

This contract shall begin January 1, 19..., or the date of award if later, and shall end December 31, 19..., both dates inclusive: *Provided*, However, that any work started before, and not completed by, the expiration of this contract period shall be governed by the terms of this contract.

§ 22.603-3 Indefinite quantities.

INDEFINITE QUANTITIES (APRIL 1967)

The quantities specified herein are estimates only. The amounts which the Contractor may be required to furnish and the Government to accept hereunder shall be the amounts which shall from time to time be ordered hereunder by the Government during the ordering period of this contract. The minimum amount of services which the Government shall order during the period of this contract shall be \$100, computed upon the unit prices specified herein; however, the Government shall be entitled to order and the Contractor shall be required to furnish services hereunder amounting to not more than the total estimated quantities set forth in his contract.

§ 22.603-4 Government ordering activities.

GOVERNMENT ORDERING ACTIVITIES (OCTOBER 1965)

The following activities are authorized to issue orders under this contract and to administer the performance thereof:

(Insert the name of each ordering activity.)

§ 22.603-5 Contract zones.

CONTRACT ZONES (APRIL 1967)

Services shall be performed within limits of the zone(s) defined as follows: i.e., Zone I (define geographical boundaries); (Add other zones as needed).

§ 22.603-6 Government's estimated requirements.

GOVERNMENT'S ESTIMATED REQUIREMENTS (APRIL 1967)

(a) The quantities shown by zone for each item in this Invitation for Bids are the Government's estimates of requirements which may be ordered during the period of the contract. Bids shall be evaluated on the basis of these quantities. Because seasonal demands will cause large fluctuations in daily requirements, the Government's estimated daily maximum requirements set forth in (c) below shall be used to determine the need for award of standby contracts.

(b) Since various contract items are inter-related to the extent that performance under one item will affect total capability to perform similar items, the Government's estimated daily maximum requirements, and the Bidder's guaranteed daily capability, are stated in terms of all outbound items, all inbound items, all intracity/intraarea items, and the aggregate of all items.

(c) The Government's estimated maximum daily requirements, excluding Saturdays, Sundays, and Federal Holidays are as follows:

Outbound (Schedule I).....	lbs.
Inbound (Schedule II).....	lbs.
Intracity/area (Schedule III)....	lbs.
Total Estimated Maximum	
Daily Requirements.....	lbs.

§ 22.603-7 [Reserved]

§ 22.603-8 Award.

AWARD (OCTOBER 1965)

Subject to the provisions contained herein, award generally shall be made to a single Bidder for all the items, for one or more zones, in the Invitation for Bids; however, the Government reserves the right to award on the basis of a schedule of items, for one or more zones, whichever is to the advantage of the Government. Bidders must offer unit prices for each item listed, for one or more zones, in order that bids may be properly evaluated. Failure to do so shall be cause for rejection of the entire bid. Also,

bidders failing to guarantee daily capabilities in the space provided in this Invitation for Bids shall be considered not responsive and ineligible for award. The Government reserves the right to award secondary contracts as standby contracts at the unit prices offered unless the Bidder specifies otherwise in its bid. Any bid which stipulates minimum charges or graduated prices for any or all items shall be rejected.

§ 22.603-9 Bidder's facilities and equipment.

BIDDER'S FACILITIES AND EQUIPMENT (APRIL 1967)

(a) As the minimum standard for qualification of a Contractor's warehouse, it must have either (i) an acceptable automatic sprinkler system; (ii) an acceptable automatic fire detection and reporting system; or (iii) a fire contents rate (FCR) of not more than \$0.60 per one hundred dollars (\$100) per year based on eighty percent (80%) coinsurance factors. (Meeting of this minimum standard does not relieve Contractor of liability set forth in para. 22-603.19.)

(b) The following information shall be furnished by the Contractor upon receipt of award:

(1) Evidence of the following kinds and minimum amounts of insurance covering work herein to be performed by Contractor and his subcontractors. The Contractor and subcontractors shall maintain minimum coverage throughout the contract period. Each policy shall contain an indorsement that cancellation or material change in the policy shall not be effective until after a 30-day written notice is furnished to the Contracting Officer.

- (i) Workmen's Compensation Insurance \$-----
- (ii) Comprehensive General Liability Insurance \$-----
- (iii) Automobile Liability Insurance \$-----

(2) Evidence as to compliance with cargo insurance required of common carriers by State laws, Interstate Commerce Commission or regulatory body of the nation or the country in which the contract is being performed.

§ 22.603-10 Schedules of items.

SCHEDULE I

OUTBOUND SERVICES

Item 1. Complete Service—Outbound. Service under this item shall include remove survey, servicing of appliances, disassembly of furniture if required, preliminary packing, inventorying, tagging, wrapping, padding, packing, and bracing of goods in Government-owned and furnished shipping containers, Type II or Type III (Type III for Government storage only), described in Federal Specifications PPP ----- 580 ----- at owner's residence and properly securing and sealing for shipment, weighing, marking, strapping, and drayage of loaded container

between owner's residence and Contractor's facility within zone(s) described herein. Service provided under this item shall include loading (to include blocking, bracing and sealing) of shipments on line-haul carrier's equipment; temporary holding (interim storage) of the shipment at the Contractor's facility for not more than ten (10) days after completion of containerization service; the receiving, stacking, protecting, and assembling of Government-furnished shipping containers to be used in conjunction with service under this item. When Type II or III containers will not accommodate all articles of any one lot, loose articles shall be packed in the said containers before any overpacked articles are placed therein. Overflow articles which require packing and crating shall be paid for under Item 11.

Zone ----- (Provide for additional zones as needed.)

Estimated quantity ----- lbs.

Unit price per gross cwt. \$ ----- Total amount \$ -----

Contractor's guaranteed daily capability ----- lbs.

Item 2. Complete Service—Outbound. Service provided under this item shall be the same as under Item 1, except that drayage of the loaded container(s) between Contractor's facility and the military installation shipping office, common carrier terminal, freight station, or team track within zone(s) described herein is required. Packing and crating of overflow articles shall be paid for under Item 12.

Zone ----- (Provide for additional zones as needed.)

Estimated quantity ----- lbs.

Unit price per gross cwt. \$ ----- Total amount \$ -----

Contractor's guaranteed daily capability ----- lbs.

Item 3. Outbound (From Nontemporary Storage). Service provided under this item shall be the same as Item 1 except that: (i) Household goods shall be picked up at a nontemporary storage facility and transported to Contractor's facility; or (ii) household goods shall be delivered to Contractor's facility; and (iii) premove survey, servicing of appliances, preliminary packing, and accessorial services shall not be provided.

(a) *Pickup by Contractor:*

Zone ----- (Provide for additional zones as needed.)

Estimated quantity ----- lbs.

Unit price per gross cwt. \$ ----- Total amount \$ -----

Contractor's guaranteed daily capability ----- lbs.

(b) *Delivered to Contractor:*

Zone ----- (Provide for additional zones as needed.)

Estimated quantity ----- lbs.

Unit price per gross cwt. \$ ----- Total amount \$ -----

Contractor's guaranteed daily capability ----- lbs.

Item 4. Outbound (From Nontemporary Storage). Service provided under this item shall be the same as that provided under Item 3 except that drayage of loaded containers between Contractor's facility, military installation shipping office, and the common carrier terminal, team track, or freight station within zone(s) described herein is required.

(a) *Pickup by Contractor:*

Zone ----- (Provide for additional zones as needed.)

Estimated quantity ----- lbs.

Unit price per gross cwt. \$ ----- Total amount \$ -----

Contractor's guaranteed daily capability ----- lbs.

(b) *Delivered to Contractor:*

Zone ----- (Provide for additional zones as needed.)

Estimated quantity ----- lbs.

Unit price per gross cwt. \$ ----- Total amount \$ -----

Contractor's guaranteed daily capability ----- lbs.

Item 5. Complete Service—Outbound—(Contractor's Facility). Service provided under this item shall be the same as under Item 1 except that final containerization shall be performed at the Contractor's facility upon approval of the Contracting Officer.

Zone ----- (Provide for additional zones as needed.)

Estimated quantity ----- lbs.

Unit price per gross cwt. \$ ----- Total amounts \$ -----

Contractor's guaranteed daily capability ----- lbs.

Item 6. Complete Service—Outbound—(Contractor's Facility). Service provided under this item shall be the same as under Item 2 except that final containerization shall be performed at the Contractor's facility upon approval of the Contracting Officer.

Zone ----- (Provide for additional zones as needed.)

Estimated quantity ----- lbs.

Unit price per gross cwt. \$ ----- Total amount \$ -----

Contractor's guaranteed daily capability ----- lbs.

Item 7. Complete Service—Outbound—(CONEX Containers). Service provided under this item shall be the same as under Item 1 or Item 5 as appropriate except that the Contractor shall utilize Government-furnished metal shipping containers (CONEX). This service includes pickup and drayage of empty containers to and from Government facility. Zone ----- (Provide for additional zones as appropriate.)

(a) *At Owner's Residence:*

Estimated quantity ----- lbs.
Unit price per gross cwt. \$----- Total amount \$-----
Contractor's guaranteed daily capability ----- lbs.

(b) *At Contractor's Facility:*

Estimated quantity ----- lbs.
Unit price per gross cwt. \$----- Total amount \$-----
Contractor's guaranteed daily capability ----- lbs.

Item 8. *Complete Service—Outbound (CONEX Containers)*. Service provided under this item shall be the same as under Item 2 or Item 6 as appropriate except that Contractor shall utilize Government-furnished metal shipping containers (CONEX). This service includes pickup and drayage of empty containers to and from Government facility.
Zone ----- (Provide for additional zones as needed.)

(a) *At Owner's Residence:*

Estimated quantity ----- lbs.
Unit price per gross cwt. \$----- Total amount \$-----
Contractor's guaranteed daily capability ----- lbs.

(b) *At Contractor's Facility:*

Estimated quantity ----- lbs.
Unit price per gross cwt. \$----- Total amount \$-----
Contractor's guaranteed daily capability ----- lbs.

Item 9. *Outbound Service (CONEX Containers) at Contractor's Facility*. The service provided under this item shall be the same as under Item 3 except that household goods shall be packed in CONEX Type I or II containers or both. This service includes pickup and drayage of empty containers to and from Government facility.
Zone ----- (Provide for additional zones as needed.)

(a) *Pickup by Contractor:*

Estimated quantity ----- lbs.
Unit price per gross cwt. \$----- Total amount \$-----
Contractor's guaranteed daily capability ----- lbs.

(b) *Delivered to Contractor:*

Estimated quantity ----- lbs.
Unit price per gross cwt. \$----- Total amount \$-----
Contractor's guaranteed daily capability ----- lbs.

Item 10. *Outbound Service (CONEX Containers) at Contractor's Facility*. The service provided under this item shall be the same as under Item 4 except that household goods shall be packed in CONEX Type I or II containers or both. This service includes pickup and drayage of empty containers to and from Government facility.

Zone ----- (Provide for additional zones as needed.)

(a) *Pickup by Contractor:*

Estimated quantity ----- lbs.
Unit price per gross cwt. \$----- Total amount \$-----
Contractor's guaranteed daily capability ----- lbs.

(b) *Delivered to Contractor:*

Estimated quantity ----- lbs.
Unit price per gross cwt. \$----- Total amount \$-----
Contractor's guaranteed daily capability ----- lbs.

Item 11. *Complete Service—Outbound—(Small Lot Shipments of 700 Net Lbs. or Less, Overflow Articles or Shipments Requiring Other Than Type II or III Containers)*. Service provided under this item shall be the same as Item 1 except that the loose articles may be drayed to Contractor's facility when authorized by the Contracting Officer for containerization in Government-approved, Contractor-furnished containers.

Zone ----- (Provide for additional zones as needed.)

(a) *Oversea Pack:*

Estimated number of containers by type -----
Estimated quantity ----- lbs.
Unit price per gross cwt. \$----- Total amount \$-----

(b) *Domestic Pack:*

Estimated number of containers by type -----
Estimated quantity ----- lbs.
Unit price per gross cwt. \$----- Total amount \$-----

Item 12. *Complete Service—Outbound—(Small Lot Shipment of 700 Net Pounds or Less, Overflow Articles or Shipments Requiring Other Than Type II or III Containers)*. Service provided under this item shall be the same as provided under Item 2.

Zone ----- (Provide for additional zones as needed.)

(a) *Oversea Pack:*

Estimated number of containers by type -----
Estimated quantity ----- lbs.
Unit price per gross cwt. \$----- Total amount \$-----
Contractor's guaranteed daily capability ----- lbs.

(b) *Domestic Pack:*

Estimated number of containers by type -----
Estimated quantity ----- lbs.
Unit price per gross cwt. \$----- Total amount \$-----
Contractor's guaranteed daily capability ----- lbs.

Item 13. *Outbound (From Nontemporary Storage—Contractor Furnished Containers—Small Lot Shipments of 700 Net Lbs. or Less, Overflow Articles or Shipments Requiring Other Than Type II or III Containers)*. Service provided under this item shall be the same as Item 3 except that containerization shall be in Government-approved Contractor-furnished containers.

(a) *Pickup by Contractor:*

Zone ----- (Provide for additional zones as needed.)

(1) *Overseas Pack:*

Estimated number of containers by type -----
 Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total amount \$-----
 Contractor's guaranteed daily capability ----- lbs.

(2) *Domestic Pack:*

Estimated number of containers by type -----
 Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total amount \$-----
 Contractor's guaranteed daily capability ----- lbs.

(b) *Deliver to Contractor:*

Zone ----- (Provide for additional zones as needed.)

(1) *Overseas Pack:*

Estimated number of containers by type -----
 Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total amount \$-----
 Contractor's guaranteed daily capability ----- lbs.

(2) *Domestic Pack:*

Estimated number of containers by type -----
 Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total amount \$-----
 Contractor's guaranteed daily capability ----- lbs.

Item 14. *Outbound Service (From Nontemporary Storage—Contractor Furnished Containers—Small Lot Shipments of 700 Net Lbs. or Less, Overflow Articles and Shipments Requiring Other Than Type II or III Containers)*. Service provided under this item shall be the same as provided under Item 4 except that containerization shall be in Government-approved Contractor-furnished containers.

(a) *Pickup by Contractor:*

Zone ----- (Provide for additional zones as needed.)

(1) *Overseas Pack:*

Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total amount \$-----

Contractor's guaranteed daily capability ----- lbs.

(2) *Domestic Pack:*

Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total amount \$-----
 Contractor's guaranteed daily capability ----- lbs.

(b) *Delivery to Contractor:*

Zone ----- (Provide for additional zones as needed.)

(1) *Overseas Pack:*

Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total amount \$-----
 Contractor's guaranteed daily capability ----- lbs.

(2) *Domestic Pack:*

Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total amount \$-----
 Contractor's guaranteed daily capability ----- lbs.

Item 15. *Containers*. Under this item the Contractor shall supply Type II and III containers (Fed. Spec. PPP ----- 580 -----) when directed by the Contracting Officer. This shall include stenciling the tare weight together with the words "Property of U.S. Government" on one side and one end of the container.

Zone ----- (Provide for additional zones as appropriate.)

Estimated quantity—
 Type II ----- Unit price each \$-----
 Type III ----- Unit price each \$-----
 Total amount \$-----

Item 16. *Packing of Goods of Extraordinary Value*. Service provided under this item shall include furnishing the proper container by the Contractor, inventorying (each item in each container), packing, marking, banding, weighing, and cubing at owner's residence. Drayage of packed container(s) is not required under this item.

Zone ----- (Provide for additional zones as appropriate.)

Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total amount \$-----
 Contractor's guaranteed daily capability ----- lbs.

Item 17. *Complete Service (Unaccompanied Baggage)*. Service includes pickup, inventorying, weighing, strapping, marking and packing (when required) of unaccompanied baggage containers not exceeding 15 cubic feet. Unaccompanied baggage normally consists of footlockers, trunks, and similar containers and may include owner-furnished, securely locked canvas duffle bags or B-4 type bags when articles therein are not susceptible to breakage. Baggage may consist also of cribs,

baby carriages, collapsible play pens, and similar articles; it shall not include articles of furniture. Containers shall be constructed of a light-weight material which will give adequate protection to insure safe delivery. Service provided under this item shall include, when necessary, drayage from owner's residence to Contractor's facility and common carrier's terminal, military installation shipping office, or interim storage.

Zone ----- (Provide for additional zones as appropriate.)
 Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total amount \$-----
 Contractor's guaranteed daily capability ----- lbs.

Item 18. Unaccompanied Baggage Packed by Owner. Service under this item shall provide pickup, weighing, strapping, banding, and marking unaccompanied baggage described in Item 17 which has been packed by owner. Service provided under this item shall include, when necessary, drayage from owner's residence to Contractor's facility and common carrier's terminal, military installation shipping officer, or interim storage.

Zone ----- (Provide for additional zones as appropriate.)
 Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total amount \$-----
 Contractor's guaranteed daily capability ----- lbs.

Item 19.—Storage. Service provided under this item shall include short term storage (not to exceed 180 days) of containerized articles subsequent to the interim period specified after completion of containerization at owner's residence or Contractor's facility when specifically ordered by the Contracting Officer. Service performed under this item shall not commence earlier than the eleventh (11th) calendar day (for outbound shipment) from date of completion of containerization service. Date of release from storage shall not be considered in computation of storage charges.

Zone ----- (Provide for additional zones as appropriate.)
 Estimated quantity ----- gross cwt.

Distribution of estimated quantity	Gross cwt.	Unit price (Noncumulative) per gross cwt.	Subtotal amounts
1- 10 days.....	Gross cwt.	\$.....	\$.....
11- 20 days.....	Gross cwt.	\$.....	\$.....
21- 30 days.....	Gross cwt.	\$.....	\$.....
31- 45 days.....	Gross cwt.	\$.....	\$.....
46- 60 days.....	Gross cwt.	\$.....	\$.....
61- 90 days.....	Gross cwt.	\$.....	\$.....
91-120 days.....	Gross cwt.	\$.....	\$.....
121-150 days.....	Gross cwt.	\$.....	\$.....
151-180 days.....	Gross cwt.	\$.....	\$.....
Total amount.....			\$.....
Contractor's guaranteed monthly capability.....		Gross cwt.....	

Item 20. Drayage (When Other Services Are Performed). Service provided under this item shall include drayage as required beyond the zone(s) of performance included in the item specified in the order for service. Drayage shall be paid for at a rate per gross cwt. of shipment per mile of shipment over the shortest practicable route.

Zone ----- (Provide for additional zones as appropriate.)
 Estimated quantity ----- Gross cwt. -----
 Estimated total miles per trip -----
 Unit price per gross cwt. per mile \$-----

Item 21. Drayage (When Other Services Not Required). Service under this item shall include drayage as ordered, when other services are not required, at a rate per gross cwt. of shipment per mile of shipment over the shortest practicable route. Service under this item includes the loading and unloading of goods, and placing of same in line-haul carrier terminals or military transportation shipping offices or both. An inventory will be prepared when requested by the Contracting Officer.

Zone ----- (Provide for additional zones as appropriate.)
 Estimated quantity ----- Gross cwt. -----
 Estimated total miles per trip -----
 Unit price per gross cwt. per mile \$-----

Item 22. [Reserved]

SCHEDULE II

INBOUND SERVICES

Item 23. Complete Service—Inbound. Service under this item provides pickup of unaccompanied baggage and loaded containers of household goods (except CONEX) from line-haul carrier's terminal, military installation shipping office, storage facility or the Contractor's plant, delivering them to the owner's residence, the uncrating and unpacking, and at the owner's residence as directed by the owner or his designated representative, servicing of major appliances and removing shipping containers, barrels, boxes, crates, and debris from the owner's residence, and drayage of empty Government containers to Contractor's facility or place of storage as directed by the Contracting Officer. This service also shall include interim storage for not more than fifteen (15) days.

(a) Household Goods.

Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total amount \$-----
 Contractor's guaranteed daily capability ----- lbs.

(b) **Unaccompanied Baggage.** This normally shall consist of foot lockers, trunks, and similar containers and may also include articles such as cribs, baby carriages, and collapsible playpens.

Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total
 amount \$-----

Item 24. *Complete Unpacking Service (Inbound)*. Service provided under this item shall be the same as that provided under Item 23 except that shipments shall be received at Contractor's plant, and drayage from line-haul carrier's terminal, military installation, storage, or other Contractor facility is not required.

Zone ----- (Provide for additional zones as appropriate.)

Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total
 amount \$-----

Contractor's guaranteed daily capability
 ----- lbs.

(b) *Unaccompanied Baggage*.

Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total
 amount \$-----

Contractor's guaranteed daily capability
 ----- lbs.

Item 25. *Complete Service—Inbound—(CONEX Containers)*. Service provided under this item shall be the same as under Item 23 except that such service shall be performed for household goods shipped in CONEX containers. This service shall include drayage of empty CONEX containers to place of storage as directed by the Contracting Officer.

Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total
 amount \$-----

Contractor's guaranteed daily capability
 ----- lbs.

Item 26. *Complete Service—Inbound—(CONEX Containers)*. Service provided under this item shall be the same as under Item 25 except that shipments shall be received at Contractor's plant, and drayage from line-haul carrier terminals, military installations, storage or other Contractor's facility is not required.

Zone ----- (Provide for additional zones as appropriate.)

Estimated quantity ----- lbs.
 Unit price per gross cwt. \$----- Total
 amount \$-----

Contractor's guaranteed daily capability
 ----- lbs.

Item 27. *Storage*. Service provided under this item shall include short-term storage (not to exceed 180 days) of containerized articles in excess of the interim period specified in Items 23, 24, 25, and 26 on inbound shipments, when specifically ordered by the Contracting Officer. Service required under this item shall not commence earlier than the sixteenth (16th) calendar day from date of receipt in Contractor's facility. Date of delivery from storage shall not be considered in computation of storage charges.

Zone ----- (Provide for additional zones as appropriate.)

Estimated quantity ----- gross cwt.

Distribution of estimated quantity	Unit price (Noncumulative) per gross cwt.	Subtotal amounts
1- 10 days----- gross cwt.	\$-----	\$-----
11- 20 days----- gross cwt.	\$-----	\$-----
21- 30 days----- gross cwt.	\$-----	\$-----
31- 45 days----- gross cwt.	\$-----	\$-----
46- 60 days----- gross cwt.	\$-----	\$-----
61- 90 days----- gross cwt.	\$-----	\$-----
91-120 days----- gross cwt.	\$-----	\$-----
121-150 days----- gross cwt.	\$-----	\$-----
151-180 days----- gross cwt.	\$-----	\$-----
Total amount-----		\$-----

Contractor's guaranteed monthly capability----- gross cwt.

Item 23. *Drayage (When Other Services Are Performed)*. Service under this item shall include drayage as required beyond the zone(s) of performance included in the item specified in the order for service. Drayage shall be paid for at a rate per gross cwt. of shipment per mile of shipment over the shortest practicable route.

Zone ----- (Provide for additional zones as appropriate.)

Estimated quantity ----- gross cwt.

Estimated total miles per trip -----

Unit price per gross cwt. per mile \$-----

Total amount \$-----

Item 29. *Drayage (When Other Services Not Required)*. Service under this item shall include drayage as ordered, when other services are not required, at a rate per gross cwt. of shipment per mile per shipment over the shortest practicable route. Service under this item includes loading and unloading of goods, and placing of same in owner's residence. An inventory of individual articles will be prepared when requested by the Contracting Officer.

Zone ----- (Provide for additional zones as appropriate.)

Estimated quantity ----- gross cwt.

Estimated total miles per trip -----

Unit price per gross cwt. per mile \$-----

Total amount \$-----

Item 30. [Reserved]

SCHEDULE III

INTRACITY AND INTRAAREA MOVES

Item 31. *Complete Service for Intracity and Intraarea Movements*. Service under this item shall be performed in conformance with provisions of MIL-P-22084(SNA) and shall include a remove survey, servicing of appliances and packing at owner's residence to protect goods properly during transit, inventorying, loading, weighing, drayage unloading, unpacking, and placing of goods in owner's new residence as directed by owner or his designated representative, servicing of

appliances, and removal of all empty containers and boxes from residence.

Zone ----- (Provide additional zones as needed.)

Estimated quantity ----- net lbs.

Unit price per net cwt. \$-----

Total amount \$-----

Contractor's guaranteed daily capability ----- lbs.

§ 22.603-11 Performance.

PERFORMANCE (OCTOBER 1965)

(a) The services called for hereunder shall be performed in conformance with MIL-STD 212-----, "Preparation of Household Goods for Shipments, Storage, and Related Services", unless otherwise stated herein. All packing service provided by the Contractor under this contract will be subject to a minimum performance standard of ----- net lbs. per gross cu. ft. of container used. This performance may be checked periodically by the Contracting Officer. Labor employed to perform pickup and delivery, inventorying, packing, crating, weighing, marking, loading, hauling, drayage, unpacking, blocking, bracing, and other services described herein shall be competent in the performance of such services.

(b) Inventory of shipment shall be accomplished pursuant to provisions of MIL-STD-212 -----.

(c) All services shall be performed in accordance with the priority order established by the Contracting Officer.

(d) "Military Standard-Preparation of Household Goods for Shipment and Storage and Related Services" (MIL-STD-212 -----) and applicable specifications referred to herein are available in the local Procurement or Transportation Offices.

§ 22.603-12 Time requirements.

TIME REQUIREMENTS (APRIL 1967)

(a) The Contractor shall commence containerization of household goods or unaccompanied baggage at owner's residence or Contractor's facility on the date specified by the Contracting Officer. If containerization is authorized at Contractor's facility, the household goods or unaccompanied baggage as required, shall be picked up on the date(s) specified. Unless a longer period is authorized by the Contracting Officer, the maximum packing and crating time allowed at the Contractor's facility shall be eight (8) working days from specified pickup date for household goods and three (3) working days from specified pickup date for unaccompanied baggage.

(b) The Contracting Officer or his designated representative shall give the Contractor notice to commence containerization or to pick up household goods or baggage shipments at least twenty-four (24) hours prior to the date and time specified.

(c) Delivery or removal of household goods or unaccompanied baggage to or from owner's residence, or packing and crating of household goods or unaccompanied baggage at owner's residence, shall be accomplished between the hours of 8 a.m. and 5 p.m. Monday through Friday only, Federal holidays excluded, unless the owner, his authorized agent, or the Contracting Officer authorizes such services to be accomplished earlier or later than the hours specified.

(d) The Contractor shall accept and pick up inbound shipments of household goods, effect delivery thereof to the destination, and shall unload, unpack, and uncrate the same on the date specified by the Contracting Officer during the working hours set forth above. Delivery shall be effected within two (2) working days from date of pickup/receipt unless otherwise indicated.

§ 22.603-13 Permits and licenses.

PERMITS AND LICENSES (OCTOBER 1965)

(a) Bidder certifies that he or his sub-contractor has those valid permits, operating or other authorization required by Federal, State, or foreign regulatory bodies to perform services called for herein.

(b) ICC Operating Authority Number -----

(c) If any authorization is revoked or withdrawn during the life of the contract, the Contractor shall immediately notify the Contracting Officer of such fact in writing.

§ 22.603-14 Demurrage.

DEMURRAGE (OCTOBER 1965)

The Contractor shall be liable for all demurrage or other charges accruing as a result of his failure to remove shipments from freight cars, freight terminals, vessel piers, or warehouses within the free time allowed under applicable rules and tariffs.

§ 22.603-15 Vans.

VANS (OCTOBER 1965)

Vans used in transporting unpacked and uncrated furniture shall be of the closed type and shall be supplied with sufficient clean, sanitary pads, covers, and other equipment to protect household goods adequately during transit and delivery. Vehicles used in transporting packed and crated personal property may be of the open type provided a weatherproof tarpaulin is used to protect the shipment.

§ 22.603-16 Disposition of packing materials and containers.

PACKING MATERIAL (OCTOBER 1965)

(a) The Contractor shall remove all packing and crating materials from the owner's residence including Government containers. Soiled packing materials shall not be reused.

(b) Title to all household goods, crates, or metal shipping boxes (CONEX) furnished by the Government shall remain with the Government. All Contractor-furnished containers shall become Government property upon their use in performing services ordered under this contract.

(c) The Contractor shall store Government property under protective cover.

§ 22.603-17 Drayage.

DRAYAGE (APRIL 1967)

(a) Drayage under the Schedules of Items in this contract shall include all outbound or inbound hauling of loose articles or containerized shipments and return of empty Government containers from owner's residence or storage point (other than Contractor's facility) to Contractor's facility, common carrier's terminal, freight station, warehouse, military installation shipping office, or pier as directed by the Contracting Officer. When pickup is part of the line haul service, Contractor shall perform loading on freight forwarder or carrier equipment at Contractor's facility. Payment shall not be made for drayage performed within the zones awarded.

(b) Repositioning of Government containers between Contractor's facilities shall be at no additional cost to the Government.

(c) Payment for drayage shall be made at a rate per mile per Gross hundredweight of shipment per shipment over the shortest practicable route.

§ 22.603-18 Interim storage.

INTERIM STORAGE (OCTOBER 1965)

Interim storage of packed and crated household goods for the periods specified by contract Schedules herein shall be furnished by the Contractor without additional cost to the Government. Any expense for furnishing interim storage (when required) shall be included in prices bid for items which provide for such storage. Interim storage for outbound shipments is defined as the period of time between completion of the services ordered (evidenced by receipt of the original packing list by the Contracting Officer) and receipt by the Contractor of final disposition instructions. Interim storage for inbound shipments is defined as the period of time between pickup of loaded containers and receipt by the Contractor of final disposition instructions.

§ 22.603-19 Liability.

LIABILITY (OCTOBER 1965)

(a) The words "reasonable time" as used in the following paragraph mean a period of time not to exceed two (2) years after the time the owner discovers loss or damage to his property or the time he should have dis-

covered the loss or damage if he had exercised due diligence. The word "article" as used in the following paragraph means any shipping piece or package and the contents thereof.

(b) During the period of this contract and for a reasonable time, the Contractor agrees to indemnify the owner for loss or damage to the owner's property which arises from any cause while it is in the Contractor's possession as follows:

(i) *Nonnegligent Damage.* The Contractor shall indemnify owners for any loss or damage to their property which results from any cause, other than the Contractor's negligence, at a rate of not to exceed sixty cents (60¢) per pound per article.

(ii) *Negligent Damage.* When loss or damage is caused by the negligence of the Contractor, he shall be liable for the full cost of satisfactory repair or for the replacement value of the article.

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

§ 22.603-20 Shipments.

SHIPMENTS (OCTOBER 1965)

Shipments shall be accompanied, if delivered to a common carrier, by Government Bill of Lading issued by the transportation officer. Copies 2, 3, and 4 of the Government Bill of Lading shall be given to the carrier, and all remaining copies received by the carrier shall be returned to the transportation officer. Under no circumstances shall these copies be retained by the Contractor more than twenty-four (24) hours after shipment has been delivered to the carrier, Saturday, Sunday and Federal holidays excepted. When household goods are shipped via freight forwarder, the original Government Bill of Lading shall be given to the initial agent of the freight forwarder for conveyance to the consignee. This is in addition to those copies normally furnished to a carrier. The following certification shall be placed on all copies of the Government Bill of Lading for signature by the initial agent of the freight forwarder, in the name of the forwarder: "Initial Carrier's agent, by signature below, certifies he received the original bill of lading."

§ 22.603-21 Erroneous shipments.

ERRONEOUS SHIPMENTS (OCTOBER 1965)

(a) It shall be the responsibility of the Contractor at his expense to have articles of personal effects and household goods which he inadvertently packed with goods of other than the rightful owner forwarded to the rightful owner by the quickest means of transportation.

(b) Further, it shall be the responsibility of the Contractor to insure that all shipments have been stenciled correctly. When a shipment is forwarded to an incorrect address due to incorrect stenciling by the Contractor or its personnel, the shipment shall be returned with the least possible delay to its rightful owner by a mode of transportation selected by the transportation officer. The Contractor shall be liable for all costs incurred including charges for preparation, drayage, and transportation.

§ 22.603-22 Marking and weighing instructions.

MARKING AND WEIGHING INSTRUCTIONS
(OCTOBER 1965)

(a) All marking shall be stenciled in accordance with MIL-STD-212 ----- Lettering must be at least 1½ inches in height when the size of the container permits, and in no case less than ¾ of an inch, and spaced in such a manner as to be easily read. All containers of professional books, papers or equipment shall be stenciled "Professional Books, Papers, Equipment" and their weights shall be shown separately on packing lists.

(b) Containers shall be marked with consecutive numbers for each lot of articles contained therein (e.g., Box 1 of 4, Box 2 of 4, etc.) and shall be so listed and identified on the packing list.

(c) Washing machines, refrigerators, radios, and other items which must be kept in an upright position shall have the following notice conspicuously printed on two sides of the container: "Notice to any agent, checker, or owner on receiving this piece. Should container be damaged in any way or if contents are loose, make an exception when receipting for the article. Please note all exceptions."

§ 22.603-23 Weight certificates.

WEIGHT CERTIFICATES (OCTOBER 1965)

(a) A weight certificate, in triplicate, from a certified scale or weighmaster shall be submitted to the transportation officer for all outbound shipments.

(b) To determine the net weight of inbound household goods shipments, when such weight is not shown on the Government Bill of Lading, the tare weight indicated on the container shall be deducted from the gross weight on the container or on the Government Bill of Lading. The net weight shall be annotated on the Government Bill of Lading.

(c) When inbound shipments include shipping containers other than Type II or III (PPP ----- 580 -----), the tare weight shall be determined in the same manner as

in (b) above and such weight shall be deducted from the gross weight set forth on the shipping container or on the Government Bill of Lading, to determine the net weight of the household goods.

§ 22.603-24 Inventory of damaged material.

INVENTORY OF DAMAGED MATERIAL (OCTOBER 1965)

It shall be the responsibility of the Contractor when making delivery to prepare a separate inventory listing all articles lost or damaged and describing such loss or damage. This inventory shall be submitted to the transportation officer within seven (7) days after the delivery of the goods.

Subpart G—Contracts for Laundry and Dry Cleaning Services

SOURCE: The provisions of this Subpart G appear at 32 F.R. 10179, July 11, 1967, unless otherwise noted.

§ 22.700 Scope of subpart.

This subpart contains instructions for the preparation and use of contracts for laundry and dry cleaning services within the United States. It may be used as guidance in all other locations.

§ 22.701 General policy.

Except for laundry and dry cleaning services procured under small purchase procedures, the normal method of obtaining contracts for laundry and dry cleaning services shall be by formal advertising. The term of such contracts normally shall be for one year but shall not extend beyond the then current fiscal year.

§ 22.702 Solicitation provisions.

All solicitations for laundry and dry cleaning services shall include provisions as set forth below.

§ 22.702-1 Instructions to bidders.

INSTRUCTIONS TO BIDDERS (APRIL 1967)

(a) Bids must include unit prices for each item in a lot. Failure to bid on any item in a lot shall be cause for rejection of the bid on that lot. Bids shall be evaluated on the basis of the estimated quantities stated in the invitation. Subject to the provision contained herein, award generally shall be made to a single bidder for all lots. The Government reserves the right, however, to award by indi-

vidual lot when the Contracting Officer determines that this is more advantageous to the Government.

(b) Upon application to the Contracting Officer, types of articles to be serviced may be inspected prior to bidding.

§ 22.702-2 Schedule format.

Set forth below is an example of a schedule format suitable for use in solicitations. The estimated quantities are only illustrative.

Item No.	Item	Estimated quantity for contract period	Unit	Unit price	Amount
LOT I					
LAUNDERING					
1	Pillowcase (P).....	100,000	each		
2	Nurses Uniform, with belt (S) (P) (OH)*.....	25,000	each		
3	Slippers.....	50,000	pair		
LOT II					
DRY CLEANING					
4	Curtains.....	500	each		
5	Trousers (P).....	5,000	each		
LOT III**					
INDIVIDUAL LAUNDRY					
6	Individual bundle (26 piece).....	1,000	each		
7	Individual bundle (13 piece).....	1,000	each		

* (S)—Starched, (P)—Pressed, (OH)—Item delivered on hanger (hanger included in unit price), and () other instructions as required.

** Include in contracts containing the individual laundry clause in § 7.1401-12 of this chapter.

Subpart H—Rental of Motor Vehicles

SOURCE: The provisions of this Subpart H appear at 32 F.R. 10180, July 11, 1967, unless otherwise noted.

§ 22.800 Scope of subpart.

Procurement procedures peculiar to contracts for the rental of limousines, sedans, and station wagons from commercial concerns, with the driver provided by the Department of Defense, are set forth in this subpart. Detailed procedures concerning the rental of motor vehicles are contained in "Joint Procedures for Management of Administrative Use Motor Vehicles" (AR 58-1; OPNAV P 44-2; AFM 77-1; MCO P11240.46; DSAR 4510.5). Contract clauses for the rental of motor vehicles are prescribed in Subpart O, Part 7 of this chapter.

§ 22.801 Type of contract.

Contracts for the rental of motor vehicles shall be of either a definite quantity or an indefinite quantity type, providing for payment on a flat rate basis or a combination of flat rate and mileage basis.

§ 22.802 Limitation on use.

Contracts for the rental of vehicles are subject to the following limitations.

§ 22.802-1 Prestige motor vehicles.

Prestige motor vehicles (limousines, heavy sedans, and medium sedans) may be rented only for use in accordance with and subject to the approval required in the Joint Procedures for Management of Administrative Use Motor Vehicles.

§ 22.802-2 Authority to rent motor vehicles.

(a) Contracts for the rental of motor vehicles may be entered into by the contracting officer:

(1) For periods not exceeding 30 days without regard to established allowances, when required to satisfy peak load, unusual, or emergency requirements. This authority shall not be used, however, to provide transportation for normal, routine requirements for which allowances have been established and vehicles provided;

(2) For periods not exceeding 90 days, within any 12 consecutive months, to provide transportation for normal, routine purposes to the extent Department

of Defense owned vehicles have not been supplied to fill established allowances; and

(3) After prior approval as required in accordance with the Joint Procedures for Management of Administrative Use Motor Vehicles—

(a) For periods in excess of those specified in subparagraphs (1) and (2) of this paragraph; requests for approval shall include justification, number of vehicles by type, the total estimated contract cost, and the anticipated period of use; and

(b) For the rental of vehicles not in conformance with the body design, weight, equipment, accessories, or other features which would have been authorized if Department of Defense owned vehicles had been provided.

§ 22.802-3 Age of vehicles.

Generally, solicitations shall not be limited to the current year's production models. However, with the prior approval of the Head of the Procuring Activity concerned or his designee, such solicitations may be limited to current models on the basis of overall economy.

§ 22.803 Schedule provisions.

The Schedule of each solicitation or resulting contract shall set forth:

- (a) Contract period;
- (b) Scope of contract;
- (c) Special payment provisions;
- (d) A listing of the number and types of vehicles being rented;
- (e) Rates applicable to each type of vehicle;
- (f) Equipment and accessories to be provided with each vehicle;
- (g) A provision as to the furnishing of gasoline, motor oils, antifreeze, etc.;
- (h) Unless a prior determination has been made that it will be more economical for the Department of Defense to perform the work, a statement that the contractor shall perform all maintenance on the vehicles;
- (i) A statement as to pertinent state and local laws and regulations;
- (j) The responsibilities of the parties in the event of the malfunctioning of the vehicles;
- (k) The responsibilities of the parties for emergency repairs and services; and
- (l) Performance bonds, if required.

PART 23—SUBCONTRACTING POLICIES AND PROCEDURES

Sec.	
23.000	Scope of part.
Subpart A—Review of Contractors' Procurement Systems	
23.100	Scope of subpart.
23.101	Review criteria.
23.102	Types of review.
23.102-1	Initial review.
23.102-2	Annual review.
23.102-3	Special reviews of approved systems.
23.102-4	Review of procurement systems when approval is withheld or withdrawn.
23.103	Extent of review.
23.104	Contractor Procurement System Review Boards.
23.105	Granting, continuing, withholding, and withdrawing approval.
23.106	Distribution of reports.
23.106-1	Summary reports.
23.106-2	Complete reports.
23.107	Disclosure of approval status of contractors' procurement systems.
23.108	Surveillance of the contractor's approved procurement system.

Subpart B—Requirement for Consent to Subcontracts

23.200	Scope of subpart.
23.201	Clause entitled "Subcontracts".
23.201-1	Clause entitled "Subcontracts" for fixed-price contracts.
23.201-2	Clause entitled "Subcontracts" for cost-reimbursement contracts.
23.201-3	Subcontracts clause for time and materials and labor-hour contracts.
23.202	Consent to subcontracts.
23.203	Disputes and arbitration provisions in subcontracts.
23.204	Additional contract clauses.

AUTHORITY: The provisions of this Part 23 issued under sec. 2202, 70A Stat. 120; 10 U.S.C. 2202. Interpret or apply secs. 2301-2314, 70A Stat. 127-133; 10 U.S.C. 2301-2314.

SOURCE: The provisions of this Part 23 appear at 32 F.R. 4268, Mar. 18, 1967, unless otherwise noted.

§ 23.000 Scope of part.

(a) This part sets forth policies and procedures for the evaluation, review, and consent to or approval of contractors' procurement systems and proposed subcontracts. These techniques are required only where the work is complex, the dollar value is substantial, and there is not adequate price competition. Reliance upon a contractor's approved pro-