

DEPARTMENT OF DEFENSE**GENERAL SERVICES
ADMINISTRATION****NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION**

48 CFR Parts 1, 4, 5, 7, 8, 9, 11, 12, 15, 19, 26, 27, 29, 30, 31, 32, 38, 42, 45, 46, 50, 51, 52, and 53

**Federal Acquisition Regulation;
Editorial and Technical Changes To
Conform the CFR to the Looseleaf
Edition**

AGENCIES: Department of Defense (DOD), General Services Administration (GSA), and National Aeronautics and Space Administration (NASA).

ACTION: Final rule.

SUMMARY: Editorial and technical changes are being made to the Federal Acquisition Regulation (FAR) to make it more accurate.

These changes to the Code of Federal Regulations have already been incorporated into the 1997 looseleaf edition of the FAR, which is scheduled for release through the Superintendent of Documents, Government Printing Office, in July.

EFFECTIVE DATE: June 30, 1997.

FOR FURTHER INFORMATION CONTACT: FAR Secretariat, Room 4035, GS Building, Washington, DC 20405, (202) 501-4755.

List of Subjects in 48 CFR Parts 1, 4, 5, 7, 8, 9, 11, 12, 15, 19, 26, 27, 29, 30, 31, 32, 38, 42, 45, 46, 50, 51, 52, and 53

Government Procurement.

Editorial and Technical Amendments

For the reason set forth above 48 CFR Parts 1, 4, 5, 7, 8, 9, 11, 12, 15, 19, 26, 27, 29, 30, 31, 32, 38, 42, 45, 46, 50, 51, 52, and 53 are amended as set forth below.

The authority citation for 48 CFR 1, 4, 5, 7, 8, 9, 11, 12, 15, 19, 26, 27, 29, 30, 31, 32, 38, 42, 45, 46, 50, 51, 52, and 53 continues to read as follows:

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

**PART 1—FEDERAL ACQUISITION
REGULATION SYSTEM**

1.105-3 [Amended]

1. At 1.105-3 add "CD-ROM," following "loose-leaf,".

1.201-2 [Amended]

2. At 1.201-2 remove paragraph (b)(2) and redesignate paragraphs (b)(3) through (5) as (b)(2) through (4).

PART 4—ADMINISTRATIVE MATTERS

4.602 [Amended]

3. At 4.602, in paragraph (b), remove the phrase "FTS 441-1529,".

**PART 5—PUBLICIZING CONTRACT
ACTIONS**

5.201 [Amended]

4. 5.201 is amended in paragraph (d) by revising the telephone number at the end of the paragraph to read "Telephone (202) 512-1800."

5.207 [Amended]

5. 5.207(a)(2) is amended by revising the address which follows "to:" to read: "Commerce Business Daily, U.S. Government Printing Office, P.O. Box 77880, Washington, DC 20013-8880."

PART 7—ACQUISITION PLANNING

7.103 [Amended]

6. In 7.103(m) revise the reference to "11.001(b)" to read "11.002(b)".

7.105 [Amended]

7. 7.105 is amended at the end of paragraph (b)(13)(ii) by removing "and" at the end of the paragraph; and at the end of paragraph (b)(13)(iii) by removing the period and inserting "; and".

7.307 [Amended]

8. At 7.307, amend paragraph (b) by removing "as prescribed in 14.408-8, Protests against award." and inserting "as prescribed in subpart 33.1, Protests."

9. 7.403(b)(2) is revised to read as follows:

**7.403 General Services Administration
assistance.**

* * * * *

(b) * * *

(2) Federal Supply Service, Office of Acquisition (FC), Washington, DC 20406, for information on other types of equipment.

7.503 [Amended]

10. In 7.503(d)(11) "Defense Industrial Security Program" is revised to read "National Industrial Security Program".

**PART 8—REQUIRED SOURCES OF
SUPPLIES AND SERVICES**

8.501 [Amended]

11. At 8.501, the definitions "Bureau helium distributor" and "Bureau of Mines" are amended by revising "Bureau of Mines" to read "Bureau of Land Management" (3 times).

8.502 [Amended]

12. 8.502 is amended in the introductory text, (b)(1)(i) and (b)(2) by

revising "Bureau of Mines" to read "Bureau of Land Management".

8.504 [Amended]

13. 8.504(a) and (b) are amended by revising "Bureau of Mines" to read "Bureau of Land Management" each time it appears.

8.901 [Amended]

14. At 8.901 in paragraph (b) "(KRB), FMSS Contracting Officer, 18th and F Streets NW, Washington, DC 20405" is revised to read "(TFB), FMSS Contracting Officer, 5203 Leesburg Pike, Suite 1100, Falls Church, VA 22041."

**PART 9—CONTRACTOR
QUALIFICATIONS**

9.404 [Amended]

15. At 9.404(d)(1)(ii) the telephone number is revised to read "(202) 512-1800".

**PART 11—DESCRIBING AGENCY
NEEDS**

11.201 [Amended]

16. At 11.201(d) remove the word "Bureau" following "Federal Supply Service" and revise the telephone number following "(202)" to read "619-8925".

11.701 [Amended]

17. At 11.701(c) introductory text, the reference to "52.212-10" is revised to read "52.211-17".

**PART 12—ACQUISITION OF
COMMERCIAL ITEMS**

12.214 [Amended]

18. At 12.214 revise the reference to "Appendix B" to read "Appendix".

**PART 15—CONTRACTING BY
NEGOTIATION**

19. At 15.804-6, in Table 15-2, under item 8B, at the entry "Under Column 6" revise the last sentence to read "Column (5) less Column (4) = Column (6)"

**PART 19—SMALL BUSINESS
PROGRAMS**

19.702 [Amended]

20. At 19.702(d), in the second sentence the telephone number is revised to read "(703) 695-1536".

**PART 26—OTHER SOCIOECONOMIC
PROGRAMS**

26.103 [Amended]

21. At 26.103(b), the phrase "MS-334A-SIB, Washington, DC 20245" is revised to read "MS-2626-MIB, Washington, DC 20240-4000".

PART 27—PATENTS, DATA, AND COPYRIGHTS**27.302 [Amended]**

22. At 27.302, at the beginning of paragraph (a), remove the “(1)” which follows the word “Introduction”.

PART 29—OTHER SOCIOECONOMIC PROGRAMS**29.304 [Amended]**

23. At 29.304(d)(3), in the last sentence, the address is revised to read: “State of North Carolina, Department of Revenue, P.O. Box 25000, Raleigh NC 27640.”

PART 30—COST ACCOUNTING STANDARDS ADMINISTRATION

24. Part 30 is amended by revising the phrase “Appendix B” to read “Appendix” at:

Section and Paragraph

30.000 (2 times)
 30.101(c)
 30.201 (2 times)
 30.201-1
 30.201-2
 30.201-3 (a) and (b) (2 times)
 30.201-4 (a)(1) (2 times) and (a)(2),
 (b)(1) & (2), (c), (e)(1) (3 times) (e)(2)
 (2 times)
 30.201-5
 30.201-6
 30.201-7
 30.202-1
 30.202-2
 30.202-3
 30.202-4
 30.202-5
 30.202-6(a)
 30.202-7(a)
 30.202-8(b)
 Subpart 30.3 Note
 Subpart 30.4 Note
 Subpart 30.5 Note
 30.602 introductory text

30.102 [Amended]

25. 30.102 is amended by revising the telephone number at the end of the section to read “(202) 512-1800”.

PART 31—CONTRACT COST PRINCIPLES AND PROCEDURES**31.205-46 [Amended]**

26. At 31.205-46(a)(2)(i) the stock number at the end of the paragraph is revised to read “922-002-00000-2”.

PART 32—CONTRACT FINANCING**32.503-7 [Amended]**

27. 32.503-7 is amended in the introductory text by removing the phrase “Appendix B” and inserting “Appendix”.

28. 32.907-1 is amended by revising paragraph (g)(3)(i) as follows:

32.907-1 Late invoice payment.

* * * * *

(g) * * *

(3)(i) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except—

(A) The additional penalty shall not exceed \$5,000;

(B) The additional penalty shall never be less than \$25; and

(C) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

* * * * *

PART 38—FEDERAL SUPPLY SCHEDULE CONTRACTING**38.101 [Amended]**

29. 38.101 is amended in the second sentence of paragraph (a) by removing “possible” and inserting “possibly”.

38.201 [Amended]

30. 38.201(b) “Office of Commodity Management (FC)” is revised to read “Office of Acquisition (FC)”.

PART 42—CONTRACT ADMINISTRATION

31. In 42.102(a) the second and third sentences are revised to read as follows:

42.102 Procedures.

(a) * * * Questions regarding contract administration offices may be referred to: HQ Defense Logistics Agency, ATTN: DLA: DASC-WP, 8725 John J Kingman Road, Fort Belvoir, VA 22060. Questions regarding audit offices may be referred to the: Defense Contract Audit Agency, ATTN: CMO Publications Officer, 8725 John J. Kingman Road, Suite 2135, Fort Belvoir, VA 22060-6219. * * *

42.302 [Amended]

32. At 42.302(a)(11) introductory text the reference to “Appendix B” is revised to read “Appendix”.

PART 45—GOVERNMENT PROPERTY**45.607-2 [Amended]**

33. 45.607-2(b), in the last sentence, beginning with “DOD Precious Metals Recovery Program” the address is revised to read: “Defense Logistics Agency, ATTN: DLA: SIP, 8725 John J Kingman Road, Fort Belvoir, VA 22060.”

45.608-6 [Amended]

34. At 45.608-6, in paragraph (b), “the Administrator, General Services Administration” is removed and the following address is inserted in its place as follows: “General Services Administration, Office of

Governmentwide Policy, Office of Transportation and Personal Property (MT), 1800 F Street NW., Washington, DC 20405”.

PART 46—QUALITY ASSURANCE**46.601 General.**

35. Under Subpart 46.6—Material Inspection and Receiving Reports, a section heading is added to the text to read as set forth above.

PART 50—EXTRAORDINARY CONTRACTUAL ACTIONS**50.104 [Amended]**

36. At 50.104(b), in the first sentence of the introductory text, revise the internal references “(1)” and “(2)” to read “(b)(1)” and “(b)(2)”.

PART 51—USE OF GOVERNMENT SOURCES BY CONTRACTORS**51.102 [Amended]**

37. At 51.102(c)(1) remove “FSR” and insert “FCST”; at paragraph (c)(4) the address is revised to read as follows: “Department of the Interior, Bureau of Land Management, Helium Field Operations, 801 S. Fillmore Street, Amarillo, TX 79101-3545 and at (e)(3)(iii) remove “Bureau of Mines” and insert “Bureau of Land Management”.

PART 52—SOLICITATION PROVISIONS AND CONTRACT CLAUSES**52.101 [Amended]**

38. At 52.101, in paragraph (b)(1), amend the fourth sentence by removing “texts” and inserting “text”.

52.102-1 [Amended]

39. At 52.102-1, amend paragraph (c)(1) by removing “Solicitations” and inserting “Solicitation”.

52.106 [Removed and Reserved]

40. 52.106 is removed and reserved.

52.200 [Amended]

41. 52.200 is amended by removing “texts” and inserting “text”.

52.203-11 [Amended]

42. At 52.203-11, amend paragraph (b) in the introductory text by removing the comma following “1989”.

52.203-12 [Amended]

43. At 52.203-12 revise the clause date to read “(Jun 1997)” ; in paragraph (a) amend the definition of “Covered Federal action” by redesignating paragraphs (a) through (e) as (1) through (5), respectively; and in the definition “Officer or employee of an agency” redesignate paragraphs (a) through (d) as (1) through (4), respectively.

52.204-3 [Amended]

44. At 52.204-3 revise the clause date to read "(Jun 1997)" and amend paragraph (e) by removing "clause" and inserting "provision" at the end of the first sentence.

52.208-8 [Amended]

45. At 52.208-8 revise the clause date to read "(Jun 1997)" and at paragraphs (a) in the definitions of *Bureau helium distributor* and *Bureau of Mines* (3 times), (b)(2)(i) and (ii), (b)(3) introductory text, and (c)(2) revise "Bureau of Mines" to read "Bureau of Land Management".

52.211-1 [Amended]

46. In 52.211-1 revise the clause date to read "(Jun 1997)" and at paragraph (a) revise the parenthetical containing two telephone numbers to read "(Telephone (202) 619-8925)".

52.211-2 [Amended]

47. In 52.211-2 revise the clause date to read "(Jun 1997)" and remove the last paragraph which begins with "Telephone Order Entry System * * *"

52.211-8 and 52.211-9 [Amended]

48. At 52.211-8 and 52.211-9 revise the clause date to read "(Jun 1997)" and redesignate paragraphs (b)(i) and (ii) of the clauses as (b)(1) and (2).

52.212-1 [Amended]

49. At 52.212-1 revise the clause date to read "(Jun 1997)" and at the end of paragraph (i)(1) revise the telephone number to read "((202) 619-8925)".

52.215-10 [Amended]

50. At 52.215-10 revise the clause date to read "(Jun 1997)."

52.219-8 [Amended]

51. At 52.219-8, revise the clause date to read "(Jun 1997)" and redesignate paragraphs (d)(i) and (ii) of the clause as (d)(1) and (2).

52.225-5 [Amended]

52. At 52.225-5 revise the clause date to read "(Jun 1997)" and, in the parenthetical of paragraph (b)(2) revise "accepted" to read "excepted".

52.225-15 [Amended]

53. At 52.225-15 revise the clause date to read "(Jun 1997)" and, in the parenthetical of paragraph (b)(3), revise "accepted" to read "excepted".

52.227-11 [Amended]

54. At 52.227-11 revise the clause date to read "(Jun 1997)" and in paragraph (a)(2) remove "of" the first time it appears and insert "or" in its place.

52.227-16 [Amended]

55. At 52.227-16 insert "(End of clause)" at the end of the section.

56. At 52.232-25 revise the clause date; remove from the beginning of paragraph (a)(7)(i) introductory text "If this contract was awarded on or after October 1, 1989,"; and revise paragraph (a)(7)(iii)(A) to read as follows:

52.232-25 Prompt Payment.

* * * * *

Prompt Payment (Jun 1997)

* * * * *

(a) * * *

(7) * * *

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except—

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

* * * * *

57. At 52.232-26 revise the clause date; remove, from the beginning of paragraph (a)(6)(i) introductory text, "If this contract was awarded on or after October 1, 1989,"; and revise paragraph (a)(6)(iii)(A) to read as follows:

52.232-26 Prompt Payment for Fixed-Price Architect-Engineer Contracts.

* * * * *

PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JUN 1997)

* * * * *

(a) * * *

(6) * * *

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except—

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

* * * * *

58. 52.232-27 revise the clause date; remove from the beginning of paragraph (a)(6)(i) introductory text, "If this contract was awarded on or after October 1, 1989,"; and revise paragraph (a)(6)(iii)(A) to read as follows:

52.232-27**Prompt Payment for Construction Contracts.**

* * * * *

PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

* * * * *

(a) * * *

(6) * * *

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except—

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

* * * * *

52.237-3 [Amended]

59. At 52.237-3, in the second sentence of paragraph (c), "onsite" is revised to read "on-site".

60. At 52.247-64 revise the clause date; revise the address in paragraphs (c)(1)(ii) and (f); also in (f) revise the telephone number to read as follows :

52.247-64 Preference for Privately-Owned U.S.-Flag Commercial Vessels.

* * * * *

PREFERENCE FOR PRIVATELY-OWNED U.S.-FLAG COMMERCIAL VESSELS (JUN 1997)

* * * * *

(c)(1)(ii) Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. * * *

* * * * *

(f) * * * Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

* * * * *

61. At 52.247-67 revise the clause date and amend paragraph (b) to revise the address at the end of the first sentence as follows:

52.247-67 Submission of Commercial Transportation bills to the General Services Administration for Audit.

* * * * *

SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)

* * * * *

(b) * * * General Services Administration, ATTN: FWA, 1800 F Street, NW., Washington, DC 20405. * * *

* * * * *

52.301 [Amended]

62. Add a note under 52.301 to read as follows:

52.301 Solicitation provisions and contract clauses (Matrix).

Note: The FAR matrix is not carried in the CFR. It is available in the loose-leaf edition.

PART 53—FORMS**53.103 [Amended]**

63. At 53.103(b) remove the parenthetical at the end of the paragraph.

52.301–25 and**53.301–28 [Revised]**

64. 53.301–25 and 53.301–28 (Standard forms 25 and 28) are revised to read as follows:

BILLING CODE 6820–EP–P

53.301-25 Performance Bond.

PERFORMANCE BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: 9000-0045 Expires: 09/30/98
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
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SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2">CONTRACT DATE</td> <td colspan="2">CONTRACT NO.</td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE		CONTRACT NO.	
PENAL SUM OF BOND																	
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS														
CONTRACT DATE		CONTRACT NO.															

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

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


PRINCIPAL				
	1. SIGNATURE(S)	2. (Seal)	3. (Seal)	Corporate Seal
	1. NAME(S) & TITLE(S) <i>(Typed)</i>	2.	3.	

INDIVIDUAL SURETY(IES)		
	1. SIGNATURE(S)	2. (Seal)
	1. NAME(S) <i>(Typed)</i>	2.

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

CORPORATE SURETY(IES) (Continued)

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

BOND PREMIUM		RATE PER THOUSAND (\$)	TOTAL (\$)
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INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

53.301-28 Affidavit of Individual Surety.

AFFIDAVIT OF INDIVIDUAL SURETY
(See instructions on reverse)OMB No.: 9000-0001
Expires: 09/30/98

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to FAR Secretariat (MVR), Federal Acquisition Policy Division, Office of Policy, Planning, and Evaluation, GSA, Washington, DC 20405.

STATE OF

COUNTY OF

SS.

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print)

2. HOME ADDRESS (Number, Street, City, State, ZIP code)

3. TYPE AND DURATION OF OCCUPATION

4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)

5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (If any)
(Number, Street, City, State, ZIP Code)

6. TELEPHONE NUMBER

HOME -

BUSINESS -

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

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

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

8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.

10. SIGNATURE

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

12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:

a. DATE OATH ADMINISTERED

b. CITY AND STATE (Or other jurisdiction)

MONTH DAY YEAR

c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH

d. SIGNATURE

e. MY COMMISSION
EXPIRESOfficial
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STANDARD FORM 28 (REV. 6/96)
Prescribed by GSA-FAR (48 CFR) 53.228(e)

INSTRUCTIONS

1. Individual sureties on bonds executed in connection with Government contracts, shall complete and submit this form with the bond. (See 48 CFR 28.203, 53.228(e).) The surety shall have the completed form notarized.
2. No corporation, partnership, or other unincorporated associations or firms, as such, are acceptable as individual sureties. Likewise members of a partnership are not acceptable as sureties on bonds which partnership or associations, or any co-partner or member thereof is the principal obligor. However, stockholders of corporate principals are acceptable provided (a) their qualifications are independent of their stockholdings or financial interest therein, and (b) that the fact is expressed in the affidavit of justification. An individual surety will not include any financial interest in assets connected with the principal on the bond which this affidavit supports.
3. United States citizenship is a requirement for individual sureties. However, only a permanent resident of the place of execution of the contract and bond is required for individual sureties in the following locations - any foreign country; the Commonwealth of Puerto Rico; the Virgin Islands; the Canal Zone; Guam; or any other territory or possession of the United States.
4. All signatures of the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of firm, partnership, or joint venture, or an officer of the corporation involved.

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**53.301-281 Standard Form 281, FPDS—
Summary Contract Action (\$25,000 or Less).**

65. The heading of section 53.301-281 is revised to read as set forth above.

**53.301-1408 Preaward Survey of
Prospective Contractor—Accounting
System.**

66. For 53.301-1408 the heading is revised to read as set forth above.

53.301-1412 [Removed]

67. 53.301-1412 is removed.

53.301-1419 [Removed]

68. 53.301-1419 is removed.

69. At 53.302-336 remove the text preceding Optional Form 336. The text to be removed reads as follows:

“FAC 84-18 July 30, 1986”

“Part 53—Forms”

“53.302-336”

* * * * *

70. 53.302-336 is further amended by removing the citation “53-150.1”, which follows the Optional Form 336.

Signed: June 26, 1997.

Edward C. Loeb,

Director, Federal Acquisition Policy Division.

[FR Doc. 97-19384 Filed 7-24-97; 8:45 am]

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