

出張報告

(こうすれば取得改革ができるという視点でまとめたものです)

2000/4/10

朝日大学 江崎通彦

I 課題 : 英、仏、米の国防調達におけるプロジェクト管理および民生品の活用について

II 出張先: 英国DTA(国防調達庁) ブリストル市

仏国DGA(装備庁) パリ

米国DSMC(国防管理大学)フォートベルボアー

III 期間 : 2000/4/2~4/9

IV 同行者: 吉宗:副本部長、筒井:契約管理課長、伊藤 計一課課長補佐、

西口:一橋大学教授、江崎:z朝日大学教授

v 資料(1)平成12年1月22日までの

21世紀プロジェクト委員会の資料及び討議事項

(2)米国の防衛調達制度について(概要報告)平成10年11月

(3)英国の // (//) //

(4)仏国の // (//)平成10年11月25日

(5)調達実施本部の概要(防衛庁調達実施本部)平成11年度版

(6)今回の出張先に対する事前送付質問状(調本から出したもの)

「プロジェクト管理および民生品の活用について」

(7)新プロジェクト管理の方法 江崎通彦

(本書の英文版は各訪問先に今後のディスカッション用の一つのベースラインを示すものとしてPDF版(CD-ROM)を進呈した。米国はその全コピー版(約750ページ)をCD-ROMの他に進呈)

(8)知識を知恵にかえる方法 江崎通彦

ビデオとテキスト(米国にのみこの日本語版を進呈)

調本の 橋本課長に3月に手渡し済み(4月18日にはもう2~3セット持参予定)

VI 訪問先より入手した重要/重点資料(DSMC)

(1) CONTRACT MANAGEMENT DSMC トム・シームセン氏

1～10 ページ

(2) OMB ガイダンス OMB CIRCULAR A-131 1993

EXECUTIVE OFFICE OF PRESIDENT OFFICE MANAGEMENT & BUDGET
(ASC VALUE ENGINEERING PROGRAM の 13 ページ目)

(3) DSMC の TONY KAUSAL 氏 の書いた「CONTROLLING COST-A HISTORICAL
PERSPECTIVE -HOW CAN MAKE TRADE OFF-

(4) DSMC の GERALD LAND 氏 の書いた「DIFFERENCES IN PHILOSOPHY—DESIGN
TO COST (DTC) VS. COST AS AN INDEPENDENT VARIABLE (CAIV) (NEW
FORCUS ON TOTAL PROGRAM COST DOESN'T MEAN SCRAP ALL
PREVIOUS METHOD TO LOWER PRODUCTION COST)

VII 報告の視点

- (1) 取得改革の主旨に基づき、各国の実施しているIPT(インテグレートドプロダクトチーム)制度の参考になることと彼等自体がそのIPTチームの中で問題点をもち解決していない問題の解決策について述べる。即ち、わが国においてIPT制度とその活動を的確に具体化し成果を出すためには、今回調査したこと、前記第V項資料(1)～(8)および、彼等の説明を聞いているうちに気のついたことをどのようにわが国で組合せ具体化すればよいかを報告する。
- (2) 報告の中には必要なコメント、参照すべき規則および資料V-(1)～(8)、資料VI-(1)～(4)のどこを参照すべきかについても述べる。
- (3) その内容を述べるため、この報告は目的と手段ダイアグラム方式の述べ方をとする。即ち、「Aをする」ためには「Bをする」、「Bをする」ためには「Cをする」の繰り返しで述べていく。従って、その上位目的を実現するためにはどこから手をつければよいかは、その記述の最後部の項目から逆にもとの方へもどって、さかのぼっていけば、具体化のおおよその手順となるように記述する。

Ⅷ 報告

1. 目的は、的確な高額装備品を最少のライフサイクルコストで取得、オペレーション、維持、廃棄をすることである。
2. 新しいタイプのプロジェクト管理の手順と体制を実施、維持するIPT(インテグレートドプロダクトチーム)制度を発足させる。

(調査結果とコメント)

- (1) 英、仏、米国のいずれかがIPT制度を採用、運用しているかその方式は少しずつ異なっている。英国のみエイジェンシー制度をとっているが、わが国ではエイジェンシー制度をとらない方式の方が妥当であるとみた。(この件は、わが国の防衛庁内での検討結果と一致する。)

- (2) この場合、官側がどの段階でも優位に立てる契約のルールを維持しながら、企業側からも一緒に立場にたったの知恵が出せる体制と「手順/ルール/書式(以下、この3つを手法と呼ぶ)」を作ればよい。

- ・その手法XT-4 開発時などに通用し効果を上げたPMD手法とDTCトレードスタディーの方法を重点手法として利用すればよい。

参照： 資料(7)第2.1(P50～65)、第2.4～2.5(P87～117)

資料(8)6～7、23～26 ページ

- (3) また、わが国に通じた、落ちのない段階的手順および体制をIPTむけに創ればよい。そのためには、同じくXT-4 開発時などの利用して、効果を上げたPMD、ステップリスト、実施計画書/検証要領の作成の手法を使い自特性のある作業フローをIPT毎の特徴、事情、課題にあわせたものを作ることができる。

(注)この例を適用することにより、英国のDPAがいていた「まだこれかれいろいろな方法(METHODOLOGY)を開発していかなければならない」といていたこと、米国でも、陸軍以外にはVE提案が少ないということにたいしての対策がとれる。

また、米国のDTCが目先のことにとらわれ成功したものもあるが、失敗したものもあるということの対策もとれるようになる。

(3) IPTチームの実施においては、英、仏、米、それぞれまだ次のような問題点を残して、走り始めている。

(英国)「IPTチームを進めていくには、まだ、方法論をこれから考えていかねばならぬところが残っている」といっている。

(仏国) IPTチームの当初段階で、官主導のケースの他に企業側が自由にするケースも設けたいという案が企業側からあるがもし、その自由にして出来上がってきた装備が不採用になった場合、予算上の無駄が生じると、逆に企業側がそれを採用するように業界側からの圧力が出てくる可能性があるのを心配していた。

これは、企業のノウハウをもった企業のトップの人をDGAのトップにもって来たため、まだその人の企業とのつながりがまだ残っている可能性があるのではないかと見た。

従って、このような人物を採用する場合には、能力も大切であるが再び企業にもどらない人物や企業と完全に縁の切れている人物である必要があると感じた。

(米国) ①VEの利用を大統領直接指示の OMB CIRCULAR A-131(1993)を出しているが米陸軍以外はほとんど提案や成果が出ていない。それが不思議だといっていた。(KAUSAL氏)

②また、以前DTC(デザイン・ツー・コスト)の CONCEPT/方針を出したがその CONCEPT/方針を的確に手順化できたものがなかったので失敗したといっている。

(V-(3)と(4)の資料より)今回はCAIV(COST AS INDEPENDENT VARIABLE)という PHILOSOPHY を出しているが、これもそれを手順化する方法がないので、もたついている。

(コメント) (日本で採用した、プレデザイン・レビューに重点をおいたDTC手順と活動費用を官側が支出する方式とちがうやり方を米国はとったのが失敗の原因であると見た。

このほか、日本のDTC手順は課題からスタートするのに対し、米国は機能分析からスタートする DTC 成果も報酬制度を適用したために目の先のことにとらわれすぎたところもある。報酬制度があるとそれに目がむきすぎて広い目で見ること気がついたが、それから脱却できないのが米国の手法である。(資料VI-(2)~(4)より)

③VE、DTCについてインセンティブ報酬制度を設けているがそのもとになる価格の妥当性を証明できないときにはその制度の利用には困難を感じている。

④別の米国側の発表者(シーメンス氏)は、その価格の妥当性を証明するためには、価格構成表(FAR 15.4 項)を契約の乙以下の丙にまで適用して使って、コストエレメントまでチェック、オーディットしている/もしくはできると説明している。しかし、これができるとすれば上記③項と矛盾すると感じた。

(上記を具体化するため)

3.IPT作業の段階区分の適切化とその段階的な移行の中で見直していく規則について次のようにする。

体制について

(1)IPTチームのメンバー構成は官側が優位をたもちながら段階的に変化をさせている。

三軍—調達担当—企業

即ち、調達担当は三軍と企業側の間に立ち、それをむすびあわせると共に、企業に対して優位な立場を保つ。(またこれは調本にしかできない)

即ち、

①当初フェーズでは官側メンバーのみを主構成メンバーにする。この中に企業出身の人物がいてもよいが、企業のカイライや企業にもどる予定の人物があってはならないと見た。ここで全体の実施計画書を作り防衛庁内で合意をする。

②この当初の段階では企業との知識や知恵出しをするための企業を含んだサブとなるタスクチームは作ってもよいし、作ることが奨励される。

(コメント)

この段階で企業のエゴが出ないようにするためには、PMDを機会ある毎に使うと官側の優位が保てる。(参照 V資料(8)P58～59)

また、この段階で、必要な場合は要素研究、予備研究をスタートさせる。

③第2フェーズ

上記でおおよその方向がみえて来たときに、候補企業(複数化)を入れたIPTチームを創る。この段階で実現できそうな比較可能な基本着想案(複数)を創り出す。

③第3フェーズ

第2フェーズで入れた企業を排除し、再び官側のみのIPTチームにもどる。

- この場合、第1フェーズと同じように企業を入れたサブタスクチームで基本着想案をコアにして構成化案(複数)を創り出して比較できるようにする。
- 必要な場合は要素研究、構成研究、準備研究をする。
- このフェーズ(段階)の終わりに官側(調本)が出すRFP(案)(複数でもよい)を創る。

RFP(案)を防衛庁内において調整承認し、資材基本取引契約書(民間企業が使っているスタイルのもので、乙は甲の指定する書式による見積明細を出すこと、その契約は丙以下にも通用する条項の入ったもの)(この方式の契約書は米軍でも FAR52.215-13 でも使っている)を入れた企業に対してのみRFPを発行する。(FAR52、215 の COST PRICE データーの項のプリントしたものを次ページに示す。但し、内容は未チェックです)この資材基本取引契約書を入れない企業にはRFPを発行しない。

これを行うことにより、商社が入る場合も同様として、丙以下の見積明細の提出と立入調査ができるようになる。(今回の調査で米国の FAR52.215-13 および資料VI-(1)の5 ページ目の回答により、これが丙以下に対しても実施できる。日本としては、この日本式の資材基本取引契約書の英文化をして、DSMCに英文のチェックをしてもらい、正式なものとして、実行することにすればよい。

なお、「乙は甲の指定する書式に見積明細を提出しなければならない」という条項の英文案を資料V-(7)の英文版の該当ページ(日本語版では P273)を、TOM・SIEMSEN 氏に渡し 表現はそれでよいのかの質問を4月7日にした。またこの質問のあとには、各装備品毎に米国で利用している逓減率の数値の質問も入れてある。(このあと、塩山さんの所に回答があったかどうか、要チェック)

以上の回答のプロセスにおいて、米国内での日本式の基本取引契約書の実施の支援依頼文書を取得改革の一環として米国政府に出し、理づめによる公式な協力約束をとりつける。

以上により、調本は、これ以降の段階において、企業に対し優位な位置付けを確保できる。

④第4フェーズ

企業側からの競争によるプロポーザル提出作業。この場合企業側からはプロポーザルにあわせてどのようにして、そのプロジェクトのコストダウン/コストコントロールをするかの LCC コストコントロール実施計画書とコスト検証要領書(素案)を提出させる。これら書類は(XT-4 のときのを基準に作ればよい)資料V-(7)P562~674 参照、プロポーザルの内容については必要な場合は企業側とのタスクチームによる作業をおこない、REQUIREMENT の変更の調整(案)を作成し、原案との比較プロポーザルを提出させる。REQUIREMENT の調整(案)は必ずしもこの段階で最終決定をする必要はなく、契約後

の作業で評価作業および検討をすることにしてもよい。

⑤第5フェーズ

業者よりのプロポーザルと LCC コストコントロール実施計画書/コスト検証要領書(素案)の組合せにもとづき、業者選定もしくはその企業組合せを防衛庁側で検討・評価のうえ業者選定をする。この場合、選定内示は必要な念書を候補企業より取ったうえで、かつ、選定結果の発表は調本契約担当のみが出来るものとし、防衛庁側の他の部門からは事前に漏れるところがない制度を実施する。

⑥企業選定後はIPTチームの延長線上で LCC コストコントロール実施計画書を承認し、それにもとづき作業をする。

⑦英国と同じようにIPTチームマネージャーもしくは事務局担当は、運用開始後も一貫して、同じ職におけるようにする。(少なくとも制度ときめたことを確実に引きついでいける電子システムが出来上がるまで)←XT-4 の松宮さんが言った「生みばなしの防止策として」実施すればよい。

規則、手順について

(1) 上記の体制とITP活動の手順を支えるための規則、手順を整備する。その方法は次の2通りの方法を併用する。

- ①全く新しく設定するものや改訂するもので、将来共、変更の可能性が少なく、すぐ「達」や「規則」として沢定できるものは公式に制定する。
- ②すぐに「達」や「規則」として制定するためには、手間がかかりすぎたり、試行をしてみしてから①と同じカテゴリーで処理をした方がより「達」や「規則」やそれ以下の手順、書式は……………これは TEMPORARY OPERATION PROCEDURE (TOP) (暫定実施手順)として、IPTチーム毎もしくはIPTチーム共通として発行し、2～3年の試行をおこなってから公式の「達」や「規則」、マニュアルにすることにする。
- ③ ①-②のことが実施できるルールを公式に設定する。
- ④この場合、広域イントラネット(米国で使っているコンセプト)でその通達を運用、調整、教育ができるようにする。

ノウハウの書類、教育資料について

上記を実施するためには、そのバックグラウンドになる教育やノウハウの書類が必要になる。その方法は資料VI-(4)の中に示されている「ASK A“PROFESSOR PROGRAM”」の

考え方と手順ルールを利用した広域イントラネットの方式を使う

この場合、従来のような一つのディスプレイの一つのせまい画面での教育やノウハウの比較は困難であるので、いくつかの比較文書の表示、PMDの作成、DTCトレードスタディーが容易にできる多画面ディスプレイのついた作業機をいくつか設置する(この作業機の初期モデルは江崎が作成し利用中であり大変効果、効率をあげており、この初期モデルの改善版開発をしてそれを使う)また、この作業機とその画面を多人数で見て議論ができるようにするため、多画面連絡式の液晶ディスプレイ装置を作り、IPTチーム、その作業員、要求側の幕、企業側が同時にみえるような方式も採用し広域イントラネットを使えるようにする。

4.以上を具体化するための重点として確定しておかねばならない事項(素案)

以下のことを具体化するための必須条件をして、下記の解釈、実施の仕方を決めておく。

(1) VEとDTC手法の防衛庁における定義と手順

OMD CIRCULAR A131 (1993) (EXECUTIVE OFFICE OF PRESIDENT OFFICE MANAGEMENT & BUDGET) サンプルとし内容を明らかにする。

(例 1) VE手法は、VEの基本手順である「それは何か」「その機能は何か」からはじまる手法である。従って、図のあるもの、すでに出来上がっているものを基本機能面から改善方法である。

(例 2) DTCN/DTC手法は課題からスタートする方法である。即ち、課題に対しPMDを作りその価値の方向を目でみえるようにして、集団の目による価値の方向の中で基本機能のレベルを確定、ESSENTIAL、EFFECTIVE、EFFICIENT、PREFERABLEに機能を区分して、アイデアを事前、事前に抽出し、比較して決めていく方法、従って、全く新しいものを創出するときに使う基本機能の決定後はVEとほぼ同じ手法となる。

日本のDTCN/DTC手法は米国でDTC手法(手順未確定)にくらべ現在米国が使いはじめているCAIVのPHILOSOPHYの考え方を吸収でき、それを手順化する方法でもある。

(コメント)

参照資料VI-(3)、(4)をレビューした結果と従来の米国のDTCの進め方を調査し

た結果から上記のことがいえる。

(2) 価格構成表の使い方とその妥当性の確認の方法

- 試作機、ロット 1～2 までは詳細個別見積のできない部分はパラメトリック見積とする。
- LOT3 以降は、FAR 15 や民間企業の方式にならない価格構成表による価格の妥当性を丙以下まで通用する。
- 更に、可能な場面においては、将来その価格構成のそれぞれの項目につき、「技術、コスト、品質は最適化されているかどうかの後グレード評価欄」を設け、その現在値と可能性値の差の大きいものから順に田口メソッドによる最適化設計(工程設計を含む)を実施できるようにする。

(コメント)

この件(タグチメソッド)については、フランス在住のコンサルタント阿部剛彦氏よりその実施のノウハウのザセッションを得ている。

(3) MIL-STD499A の準用もしくは代替スペックの採用

ISO9000 のみでは SYSYSTEM ENGINEERING の実施ができないので MIL-STD499A もしくは

- DSMC の SYSTEM、ENGINEERING FUNDAMENTAL、OCT1999
 - EIA STD IS632、SYSYSTEM ENGINEERING、DEC1994
 - IEEE P1220 STD FOR APPLICATION AND MANAGEMENT OF SYSTEM ENGINEERING PROCESS、FINAL DRAFT、26Sep1994 を準用する。
- MIL-STD-499A は、Obsolete されている意味は、もうその改定をお守しないよ、という意味で、契約者の相互が、メンテナンスされていない MIL-STD499A の内容を、そのまま使うか、その内容を、そのまま、もしくは、加徐、調整して、相互にそれを契約上、認めあって、利用するのは差し支えない。

52.215-1 Instructions to Offerors—Competitive Acquisition.

As prescribed in 15.209(a), insert the following provision:

INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be

accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject

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to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best

value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number

of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

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(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

Alternate I (Oct 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

(f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

Alternate II (Oct 1997). As prescribed in 15.209(a)(2), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(c)(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined.

The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

52.215-2 Audit and Records—Negotiation.

As prescribed in 15.209(b), insert the following clause:

AUDIT AND RECORDS—NEGOTIATION (JUNE 1999)

(a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification;

or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General— (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of

this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

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(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

Alternate I (Jan 1997). As prescribed in 15.209(b)(2), in facilities contracts, add the following sentence at the end of paragraph (b) of the basic clause:

The obligations and rights specified in this paragraph shall extend to the use of, and charges for the use of, the facilities under this contract.

Alternate II (Apr 1998). As prescribed in 15.209(b)(3), add the following paragraph (h) to the basic clause:

(h) The provisions of OMB Circular No. A-133, "Audits of States, Local Governments, and Nonprofit Organizations," apply to this contract.

Alternate III (June 1999). As prescribed in 15.209(b)(4), delete paragraph (d) of the basic clause and redesignate the remaining paragraphs accordingly, and substitute the following paragraph (e) for the redesignated paragraph (e) of the basic clause:

(e) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

52.215-3 Request for Information or Solicitation for Planning Purposes.

As prescribed in 15.209(c), insert the following provision:

REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES (OCT 1997)

(a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.

(b) Although "proposal" and "offeror" are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This solicitation is issued for the purpose of: [state purpose].

(End of provision)

52.215-4 [Reserved]

52.215-5 Facsimile Proposals.

As prescribed in 15.209(e), insert the following provision:

FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received

by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: [insert telephone number].

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful off

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er promptly shall submit the complete original signed proposal.

(End of provision)

52.215-6 Place of Performance.

As prescribed in 15.209(f), insert the following provision:

PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants

or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

(End of provision)

52.215-7 [Reserved]

52.215-8 Order of Precedence—Uniform Contract Format.

As prescribed in 15.209(h), insert the following clause:

ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

52.215-9 Changes or Additions to Make-or-Buy Program.

As prescribed in 15.408(a), insert the following clause:

CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997)

(a) The Contractor shall perform in accordance with the make-or-buy program incorporated in this contract. If the Contractor proposes to change the program, the Contractor shall, reasonably in advance of the proposed change,

- (1) notify the Contracting Officer in writing, and (2) submit justification in sufficient detail to permit evaluation.

Changes in the place of performance of any “make” items in the program are subject to this requirement.

(b) For items deferred at the time of negotiation of this contract for later addition to the program, the Contractor shall, at the earliest possible time—

- (1) Notify the Contracting Officer of each proposed addition; and
- (2) Provide justification in sufficient detail to permit evaluation.

(c) Modification of the make-or-buy program to incorporate proposed changes or additions shall be effective upon the Contractor’s receipt of the Contracting Officer’s written approval.

(End of clause)

Alternate I (Oct 1997). As prescribed in 15.408(a)(1) add the following paragraph (d) to the basic clause:

(d) If the Contractor desires to reverse the categorization of “make” or “buy” for any item or items designated in the contract as subject to this paragraph, it shall—

- (1) Support its proposal with cost or pricing data when permitted and necessary to support evaluation; and
- (2) After approval is granted, promptly negotiate with the Contracting Officer an equitable reduction in the contract price in accordance with paragraph (k) of the Incentive Price

Revision—Firm Target clause or paragraph (m) of the Incentive Price Revision—Successive Targets clause of this contract.

Alternate II (Oct 1997). As prescribed in 15.408(a)(2), add the following paragraph (d) to the basic clause:

(d) If the Contractor desires to reverse the categorization of “make” or “buy” for any item or items designated in the contract as subject to this paragraph, it shall—

- (1) Support its proposal with cost or pricing data to permit evaluation; and

(2) After approval is granted, promptly negotiate with the Contracting Officer an equitable reduction in the contract's total estimated cost and fee in accordance with paragraph (e) of the Incentive Fee clause of this contract.

52.215-10 Price Reduction for Defective Cost or Pricing

Data.

As prescribed in 15.408(b), insert the following clause:

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

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(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though

the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed

against the amount of a contract price reduction if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-11 Price Reduction for Defective Cost or Pricing Data—Modifications.

As prescribed in 15.408(c), insert the following clause:

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any

cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not

accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

This right to a price reduction is limited to that resulting from defects in

data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

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(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual

subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source

supplier or otherwise was in a superior bargaining position

and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by paragraph (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its

Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data were known by the Contractor to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-12 Subcontractor Cost or Pricing Data.

As prescribed in 15.408(d), insert the following clause:

SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to

exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

(End of clause)

52.215-13 Subcontractor Cost or Pricing Data—Modifications.

As prescribed in 15.408(e), insert the following clause:

SUBCONTRACTOR COST OR PRICING DATA— MODIFICATIONS (OCT 1997)

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(a) The requirements of paragraphs (b) and (c) of this clause shall—

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to

exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.215-14 Integrity of Unit Prices.

As prescribed in 15.408(f)(1), insert the following clause:

INTEGRITY OF UNIT PRICES (OCT 1997)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs).

Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will

not manufacture or to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

Alternate I (Oct 1997). As prescribed in 15.408(f)(2), substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) The Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

52.215-15 Pension Adjustments and Asset Reversions.

As prescribed in 15.408(g), insert the following clause:

PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be—

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option,

make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in

pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

52.215-16 Facilities Capital Cost of Money.

As prescribed in 15.408(h), insert the following provision:

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FACILITIES CAPITAL COST OF MONEY (JUNE 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

52.215-17 Waiver of Facilities Capital Cost of Money.

As prescribed in 15.408(i), insert the following clause:

WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

(End of clause)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.

As prescribed in 15.408(j), insert the following clause:

REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(6). The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of FAR 15.408(j).

(End of clause)

52.215-19 Notification of Ownership Changes.

As prescribed in 15.408(k), insert the following clause:

NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.

As prescribed in 15.408(l), insert the following provision:

REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA

(OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this

acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each 52.215-21 FEDERAL ACQUISITION

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offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

Alternate I (Oct 1997). As prescribed in 15.408(l), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

Alternate II (Oct 1997). As prescribed in 15.408(l), add the following paragraph (c) to the basic provision:

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

Alternate III (Oct 1997). As prescribed in 15.408(l), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignate the following paragraph as paragraph (d)).

(c) Submit the cost portion of the proposal via the following electronic media: [Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]

Alternate IV (Oct 1997). As prescribed in 15.408(l), replace the text of the basic provision with the following:

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: [Insert description of the information and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with

15.403-3.]

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—
Modifications.

As prescribed in 15.408(m), insert the following clause:

**REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING
DATA— MODIFICATIONS (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If—

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists

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(published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as

prescribed by FAR 15.406-2.

(End of clause)

Alternate I (Oct 1997). As prescribed in 15.408(m), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause.

(b)(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format:

Alternate II (Oct 1997). As prescribed in 15.408(m), add the following paragraph (c) to the basic clause:

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

Alternate III (Oct 1997). As prescribed in 15.408(m), add the following paragraph (c) to the basic clause (if Alternate II is also used, redesignate the following paragraph as paragraph (d)):

(c) Submit the cost portion of the proposal via the following electronic media: [Insert media format]

Alternate IV (Oct 1997). As prescribed in 15.408(m), replace the text of the basic clause with the following:

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: [Insert description of the information and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]