(ii) A statement that the solicitation document and incorporated provisions and clauses are those in effect through FAC

(iii) A notice of small business or other set-aside, if applicable.

(iv) A list of contract line item number(s) and items, quantities and units of measure, (including option(s), if applicable).

(v) Description of requirements for the items to be acquired.

(vi) Date(s) and place(s) of delivery. (vii) A statement regarding any

addenda to the provision at 52.212-1, Instructions to Offerors—Commercial.

(viii) A statement regarding the applicability of the provision at 52.212-2, Evaluation-Commercial Items, if used, and the specific evaluation criteria to be included in paragraph (a) of that provision. If this provision is not used, describe the evaluation procedures to be used

(ix) A statement advising offerors to include a completed copy of the provision at 52.212–3, Õfferor Representations and Certifications— Commercial Items, with its offer.

(x) A statement regarding any addenda to the clause at 52.212-4, Contract Terms and Conditions-Commercial Items.

(xi) A statement regarding which, if any, of the additional FAR clauses cited in the clause at 52.212-5, Contract Terms and Conditions Required To Implement Statutes Or Executive Orders-Commercial Items, are applicable to the acquisition.

(xii) A statement regarding any additional contract requirement(s) or terms and conditions (such as contract financing arrangements, warranty requirements or GSA Delegation of Procurement Authority (DPA) case number (see FIRMR 201-39.106-4)) determined by the contracting officer to be necessary for this acquisition and consistent with customary commercial practices.

(xiii) A statement regarding any applicable Commerce Business Daily numbered notes.

(xiv) The date, time and place offers are due.

(3) Response time for receipt of offers-

(i) Because the CBD synopsis and solicitation are contained in a single document, it is not necessary to publish a separate CBD synopsis 15 days before the issuance of the solicitation; and

(ii) When using the combined CBD synopsis/solicitation, contracting officers shall allow at least 15 days response time (see 5.203(b))

(4) Post copies of the combined CBD synopsis/solicitation in accordance with 5.101(a)(2).

(5) Amendments to solicitations shall be published in the same manner as the initial synopsis/solicitation.

### PART 13—SIMPLIFIED ACQUISITION PROCEDURES

#### 13.501 [Amended]

32. Section 13.501 is amended in paragraph (c) by removing "12.4" and inserting "11.7"

# PART 14—SEALED BIDDING

## 14.201-2 [Amended]

33. 14.201–2 is amended in the parenthetical of paragraph (c) by removing "part 10, Specifications, Standards, and Other Product Descriptions" and inserting "part 11"; and in the parenthetical of paragraph (d) by removing "10.004(e)" and inserting "part 11".

#### 14.404-1 [Amended]

34. Section 14.404–1 is amended in paragraph (b) by removing "10.008" and inserting "11.201".

## PART 15—CONTRACTING BY NEGOTIATION

#### 15.406-2 [Amended]

35. Section 15.406-2 is amended in the parenthetical of paragraph (c) by removing "part 10, Specifications, Standards, and Other Product Descriptions" and inserting "part 11"; and in the parenthetical of paragraph (d) by removing "10.004(e)" and inserting 'part 11".

36. Section 15.501 is amended by revising the definition "Commercial product offer" to read as follows:

#### 15.501 Definitions.

Commercial item offer means an offer of a commercial item the vendor wishes to see introduced in the Government's supply system as an alternate or replacement for an existing supply item. \*

#### 15.503 [Amended]'

37. Section 15.503 is amended in paragraph (b) by removing the word product" and inserting "item".

38. Section 15.704 is amended by revising the second sentence to read as follows:

## 15.704 Items and work included.

\* \* \* Raw materials, commercial items (see 2.101), and off-the-shelf items (see 46.101) shall not be included, unless their potential impact on contract cost or schedule is critical. \* \* \*

# PART 16—TYPES OF CONTRACTS

39. Section 16.201 is amended by adding a sentence at the end of the paragraph to read as follows:

## 16.201 General.

\* \* \* The contracting officer shall use firm-fixed price or fixed-price with economic price adjustment contracts when acquiring commercial items.

40. Section 16.202–2 is amended by revising the introductory paragraph to read as follows:

## 16.202-2 Application.

A firm-fixed price contract is suitable for acquiring commercial items (see parts  $\hat{2}$  and  $\hat{1}\hat{2}$ ) or for acquiring other supplies or services on the basis of reasonably definite functional or detailed specifications (see part 11) when the contracting officer can establish fair and reasonable prices at the outset, such as when-

41. Section 16.301-3 is amended by redesignating paragraphs (a) through (c) as paragraphs (a)(1) through (a)(3), respectively, designating the introductory text as paragraph (a) introductory text; and adding paragraph (b) to read as follows:

# 16.301-3 Limitations.

\*

(a) A cost-reimbursement contract may be used only when-

\* \* \* (b) The use of cost-reimbursement contracts is prohibited for the acquisition of commercial items (see parts 2 and 12).

### 16.603-2 [Amended]

42. Section 16.603-2 is amended in paragraph (e) by removing "12.304" and inserting "11.604".

## PART 22—APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS

43. Section 22.305 is amended by redesignating paragraph (h) as (i) and adding a new paragraph (h) to read as follows:

### 22.305 Contract clause.

\* (h) Contracts for commercial items (see parts 2 and 12). \* \* \*

44. Section 22.604-1 is amended by revising paragraph (a) to read as follows:

#### 22.604-1 Statutory exemptions.

\*

\*

\* (a) Any item in those situations where the contracting officer is authorized by the express language of a statute to