III. Executive Orders 12866 and 13563

Executive Orders (E.O.s) 12866 and 13563 direct agencies to assess all costs and benefits of available regulatory alternatives and, if regulation is necessary, to select regulatory approaches that maximize net benefits (including potential economic, environmental, public health and safety effects, distributive impacts, and equity). E.O. 13563 emphasizes the importance of quantifying both costs and benefits, of reducing costs, of harmonizing rules, and of promoting flexibility. This is not a significant regulatory action and, therefore, was not subject to review under Section 6(b) of E.O. 12866, Regulatory Planning and Review, dated September 30, 1993. This final rule is not a major rule under 5 U.S.C. 804.

IV. Regulatory Flexibility Act

The Regulatory Flexibility Act does not apply to this rule because this final rule does not constitute a significant FAR revision within the meaning of FAR 1.501–1 and 41 U.S.C. 1707 does not require publication for public comment.

V. Paperwork Reduction Act

The final rule does not contain any information collection requirements that require the approval of the Office of Management and Budget under the Paperwork Reduction Act (44 U.S.C. chapter 35).

List of Subjects in 48 CFR Part 8

Government procurement.

Dated: June 30, 2016.

William Clark,
Director, Office of Government-wide Acquisition Policy, Office of Acquisition Policy, Office of Government-wide Policy.

Therefore, DoD, GSA, and NASA amend 48 CFR part 8 as set forth below:

PART 8—REQUIRED SOURCES OF SUPPLIES AND SERVICE

1. The authority citation for 48 CFR part 8 continues to read as follows:

Authority: 40 U.S.C. 121(c); 10 U.S.C. chapter 137; and 51 U.S.C. 20113.

8.605 [Amended]

2. Amend section 8.605 by removing from paragraph (e) “$3,000” and adding “$3,500” in its place.

[FR Doc. 2016–16247 Filed 7–13–16; 8:45 am]

BILLING CODE 6820–EP–P
In addition, given recent questions from the construction industry regarding the appropriate value to report in the “Liability Limit” block on these Standard Forms, the proposed rule added clarifying instructions to the appropriate SFs (24, 25, and 25A). Finally, the proposed rule made various editorial corrections to the existing instructions.

Three respondents submitted public comments.

II. Discussion and Analysis

The Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (the Councils) reviewed the public comments in the development of the final rule. A discussion of the comments is provided as follows:

A. Summary of Significant Changes

There were no changes made to the rule as a result of the comments received.

B. Analysis of Public Comments

1. Support for the Rule

Comment: Three respondents expressed support for the changes, highlighting their helpfulness to the procurement process, both by reducing confusion and by promoting efficient completion of forms. Moreover, two respondents affirmed that LLCs were a common type of business within the construction industry.

Response: The Government notes the public support for this rule.

2. Clarification of Liability Limit

Comment: One respondent, while applauding the improvements proposed for the forms’ instructions, suggested additional clarifications. The respondent noted that sureties that provide bonds must hold a Certificate of Authority, and be identified as such in the U.S. Treasury Circular 570, which sets forth the underwriting limitations for each company. Pursuant to 31 CFR 223.11, a surety bond producer may write a bond in excess of its underwriting limitation if exceptions such as co-surety arrangements or reinsurance coverages exist. The respondent’s specific concern was that a contracting officer might, upon comparing the amount in the “Liability Limit” block to the surety producer’s underwriting limit, reject the bond without exploring the applicability of exceptions.

Response: The Government appreciates this concern, but notes that the proposed rule included instructions that clearly differentiate between individual sureties and co-surety arrangements, and how to complete the “Liability Limit” block in each case. Additionally, the instructions refer to the Treasury’s list (Circular 570). Note (b) in Circular 570 specifically addresses the relationship between penal sum (face amount) and underwriting limitations, as well as exceptions and protections (co-insurance, reinsurance, or other methods in accordance with 31 CFR 223.10 and 223.11).

III. Executive Orders 12866 and 13563

Executive Orders (E.O.s) 12866 and 13563 direct agencies to assess all costs and benefits of available regulatory alternatives and, if regulation is necessary, to select regulatory approaches that maximize net benefits (including potential economic, environmental, public health and safety effects, distributive impacts, and equity). E.O. 13563 emphasizes the importance of quantifying both costs and benefits, of reducing costs, of harmonizing rules, and of promoting flexibility. This is not a significant regulatory action and, therefore, was not subject to review under section 6(b) of E.O. 12866, Regulatory Planning and Review, dated September 30, 1993. This rule is not a major rule under 5 U.S.C. 804.

IV. Regulatory Flexibility Act

DoD, GSA and NASA have prepared a Final Regulatory Flexibility Analysis (FRFA) consistent with the Regulatory Flexibility Act 5 U.S.C. 601, et seq. The FRFA is summarized as follows:

The final rule amends five Standard Forms to provide more choices for organization types within the construction industry. The changes to the instructions; the action’s objective is to make the forms more reflective of current forms of organization types. The FRFA is available in the proposed rule.

The final rule applies to all entities, both small and other than small, performing as contractors or subcontractors on U.S. Government contracts that require bonds and other financial protections. The Federal Procurement Data System indicates that the U.S. Government awarded 3,495 new construction contracts that required bonds and other financial protections from October 1, 2014 through August 4, 2015. Approximately 78 percent (2,711) of the total awards (3,495) were awarded to small entities (comprised of 1,687 unique small entities).

There are no reporting or recordkeeping requirements associated with this rule. There were no significant alternatives identified that would meet the objective of the rule. However, the small entities will not be materially affected by this rule, as it simply allows all businesses to choose from a broader array of organization types.

Interested parties may obtain a copy of the FRFA from the Regulatory Secretariat Division. The Regulatory Secretariat Division has submitted a copy of the FRFA to the Chief Counsel for Advocacy of the Small Business Administration.

V. Paperwork Reduction Act

This rule affects the information collection requirements in the provisions at FAR 28.1 and 28.2; 52.228–1; 52.228–2; 52.228–13; 52.228–15; and 52.228–16, currently approved under OMB Control Number 9000–0045, titled: Bid Guarantees, Performance, and Payments Bonds, in accordance with the Paperwork Reduction Act (44 U.S.C. chapter 35). The impact, however, is negligible, because this rule simply provides additional choices for offerors in characterizing their organization types on SFs 24, 25, 25A, 34, and 35, as well as clarifying what offerors should specify in terms of liability limits.

List of Subjects in 48 CFR Part 53

Government procurement.

Dated: June 30, 2016.

William F. Clark,
Director, Office of Government-wide Acquisition Policy, Office of Acquisition Policy, Office of Government-wide Policy.

Therefore, DoD, GSA, and NASA amend 48 CFR part 53 as set forth below:

1. The authority citation for 48 CFR part 53 continues to read as follows:

PART 53—FORMS

Authority: 40 U.S.C. 121(c); 10 U.S.C. chapter 137; and 51 U.S.C. 20113.

2. Amend section 53.228 by revising paragraphs (a) through (g) to read as follows:

53.228 Bonds and insurance.

(a) SF 24 (Rev. 8/2016) Bid Bond. (See 28.106–1.) SF 24 is authorized for local reproduction and can be found in the GSA Forms Library at http://www.gsa.gov/forms.

(b) SF 25 (Rev. 8/2016) Performance Bond. (See 28.106–1(b).) SF 25 is authorized for local reproduction and can be found in the GSA Forms Library at http://www.gsa.gov/forms.

(c) SF 25A (Rev. 8/2016) Payment Bond. (See 28.106–1(c).) SF 25A is authorized for local reproduction and can be found in the GSA Forms Library at http://www.gsa.gov/forms.

(d) SF 25B (Rev. 10/83/Continuation Sheet (For Standard Forms 24, 25, and 25A) (See 28.106–1(d).) This form can
be found in the GSA Forms Library at http://www.gsa.gov/forms.

(e) SF 28 (Rev. 6/03) Affidavit of Individual Surety. (See 28.106–1(e) and 28.203(b).) SF 28 is authorized for local reproduction and can be found in the GSA Forms Library at http://www.gsa.gov/forms.

(f) SF 34 (Rev. 8/2016) Annual Bid Bond. (See 28.106–1(f).) SF 34 is authorized for local reproduction and can be found in the GSA Forms Library at http://www.gsa.gov/forms.

(g) SF 35 (Rev. 8/2016) Annual Performance Bond. (See 28.106–1.) SF 35 is authorized for local reproduction and can be found in the GSA Forms Library at http://www.gsa.gov/forms.

* * * * *

3. Revise section 53.301–24 to read as follows:

53.301–24 Bid Bond.

BILLING CODE 6820–14–P

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**BID BOND**

(See instructions on reverse)

**DATE BOND EXECUTED** (Must not be later than bid opening date)

**OMB Control Number:** 9000-0045

**Expiration Date:** DATE

---

**PENAL SUM OF BOND**

**BID IDENTIFICATION**

<table>
<thead>
<tr>
<th>PERCENT OF BID PRICE</th>
<th>AMOUNT NOT TO EXCEED</th>
<th>BID DATE</th>
<th>INVITATION NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>MILLION(S)</td>
<td>THOUSAND(S)</td>
<td>CENT(S)</td>
<td></td>
</tr>
</tbody>
</table>

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**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 submitted the bid identified above.

**THEREFORE:**

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified) executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

**WITNESS:**

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

---

**PRINCIPAL**

1. 

2. 

3. 

**NAME(S) & TITLE(S) (Typed)**

---

**INDIVIDUAL SURETY(IES)**

1. 

2. 

**NAME(S)**

---

**CORPORATE SURETY(IES)**

1. 

**NAME & ADDRESS**

**STATE OF INCORPORATION**

**LIABILITY LIMIT ($)**

---

**AUTHORIZED FOR LOCAL REPRODUCTION**

Prescribed by GSA - FAR (48 CFR) 53.226(a)

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**STANDARD FORM 24 (REV. DATE)**
<table>
<thead>
<tr>
<th>SURETY B</th>
<th>SURETY C</th>
<th>SURETY D</th>
<th>SURETY E</th>
<th>SURETY F</th>
<th>SURETY G</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME &amp; ADDRESS</td>
<td>STATE OF INCORPORATION</td>
<td>LIABILITY LIMIT ($)</td>
<td>Corporate Seal</td>
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<tr>
<td>SIGNATURE(S)</td>
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<td>SURETY G</td>
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<td>Corporate Seal</td>
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<td>SURETY C</td>
<td>SURETY D</td>
<td>SURETY E</td>
<td>SURETY F</td>
<td>SURETY G</td>
</tr>
<tr>
<td>NAME &amp; ADDRESS</td>
<td>STATE OF INCORPORATION</td>
<td>LIABILITY LIMIT ($)</td>
<td>Corporate Seal</td>
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</table>

**INSTRUCTIONS**

1. This form is authorized for use when a bid guaranty is required. 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. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed ________ dollars).

4. (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 limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

   (b) When multiple corporate sureties are 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 identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

   (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 2B) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. 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.

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

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offer."
4. Revise section 53.301–25 to read as follows:

53.301–25 **Performance Bond.**

<table>
<thead>
<tr>
<th>PERFORMANCE BOND</th>
<th>DATE BOND EXECUTED (Must be same or later than date of contract)</th>
<th>OMB Control Number: 9000-0045</th>
</tr>
</thead>
<tbody>
<tr>
<td>(See instructions on reverse)</td>
<td>Expiration Date: DATE</td>
<td>Expiration Date: DATE</td>
</tr>
</tbody>
</table>

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3501, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (MV1CB), 1800 F Street, NW, Washington, DC 20405.

<table>
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<tr>
<th>PRINCIPAL (Legal name and business address)</th>
<th>TYPE OF ORGANIZATION <em>(if one)</em></th>
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<tbody>
<tr>
<td></td>
<td>[ ] INDIVIDUAL [ ] PARTNERSHIP [ ] JOINT VENTURE [ ] CORPORATION [ ] OTHER (Specify)</td>
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<tr>
<th>STATE OF INCORPORATION</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>SURETY(IES) (Name(s) and business address(es))</th>
<th>PENAL SUM OF BOND</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MILLION(S) THOUSAND(S) HUNDRED(S) CENTS</td>
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</table>

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<tr>
<th>CONTRACT DATE</th>
<th>CONTRACT NUMBER</th>
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</table>

**OBLIGATION:**
We, the Principal and Surety(ies), are jointly 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 "severely" 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-

(1) Performs and fulfills all the understanding, 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 of 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.

(3) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, 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**

<table>
<thead>
<tr>
<th>SIGNATURE(S)</th>
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<th>2.</th>
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**INDIVIDUAL SURETY(IES)**

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**CORPORATE SURETY(IES)**

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<th>NAME &amp; ADDRESS</th>
<th>STATE OF INCORPORATION</th>
<th>LIABILITY LIMIT ($)</th>
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Previous edition is NOT usable
### CORPORATE/SURETYIES (Continued)

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<td>NAME(s) &amp; TITLE(s) (Typed)</td>
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### BOND PREMIUM

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<thead>
<tr>
<th>RATE PER THOUSAND ($)</th>
<th>TOTAL ($)</th>
</tr>
</thead>
</table>

### 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 limitations listed therein. The value into the LIABILITY LIMIT block is the penal sum (i.e., the face value of bonds, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETYIES." In the space designated "SURETYIES" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) If 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 its financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "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.
5. Revise section 53.301–25A to read as follows:

**PAYMENT BOND**

(See instructions on reverse)

**DATE BOND EXECUTED**

(Must be same or later than date of contract)

**OMB Control Number:** 9000-0045

**Expiration Date:** DATE

---

**53.301–25A ** Payment Bond.

**PRINCIPAL** (Legal name and business address)

**SURETY(IES)** (Name(s) and business address(es))

**TYPE OF ORGANIZATION** (*"one" only)

- [ ] INDIVIDUAL
- [ ] PARTNERSHIP
- [ ] JOINT VENTURE
- [ ] CORPORATION
- [ ] OTHER (Specify)

**STATE OF INCORPORATION**

**PENAL SUM OF BOND**

- MILLION(S)
- THOUSAND(S)
- HUNDRED(S)
- CENTS

**CONTRACT DATE**

**CONTRACT NUMBER**

---

**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 is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both, in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

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

---

**SIGNATURE(ES)**

1. (Seal)

2. (Seal)

3. (Seal)

**Corporate Seal**

---

**INDIVIDUAL SURETY(IES)**

**SIGNATURE(ES)**

1. (Seal)

2. (Seal)

**Corporate Seal**

---

**CORPORATE SURETY(IES)**

**NAME & ADDRESS**

1. **STATE OF INCORPORATION**

2. **LIABILITY LIMIT**

**AUTHORIZED FOR LOCAL REPRODUCTION**

Previous edition is NOT usable

STANDARD FORM 25A (REV. DATE)

Prescribed by GSA-FAR (48 CFR) 53.225-3
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**INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. 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 limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are 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 identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When 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 its financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "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.

**STANDARD FORM 26A (REV. DATE) BACK**
6. Revise section 53.301–34 to read as follows:

53.301–34 Annual Bid Bond.

ANNUAL BID BOND
(See instructions on reverse)

PENAL SUM OF BOND

AGENCY TO WHICH BIDS ARE TO BE SUBMITTED

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the penal sum or sums that is sufficient to indemnify the Government in case of the default of the Principal as provided herein. For payment of the penal sum or sums, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

CONDITIONS:

The Principal contemplates submitting bids from time to time during the fiscal year shown above to the department or agency named above for furnishing supplies or services to the Government. The Principal desires that all of those bids submitted for opening during the fiscal year be covered by a single bond instead of by a separate bond for each bid.

THEREFORE:

The above obligation is void and of no effect if the Principal - (a) upon acceptance by the Government of any such bid within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of forms by the Principal; or (b) in the event of failure to execute the further contractual documents and give the bond(s), pays the Government for any cost of acquiring the work which exceeds the amount of the bid.

WITNESS:

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

SIGNATURES

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INDIVIDUAL SURETIES

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CORPORATE SURETY

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INSTRUCTIONS

1. This form is authorized for use in the acquisition of supplies and services, excluding construction, in lieu of Standard Form 24 (Bid Bond). 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 limitations listed therein.

(b) When 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 its 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.

6. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

STANDARD FORM 34 (REV. DATE) BACK
7. Revise section 53.301–35 to read as follows:

53.301–35 Annual Performance Bond.

ANNUAL PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED

OMB Control Number: 9000-0045
Expiration Date: DATE

PENAL SUM OF BOND

FISCAL YEAR ENDING

Agency Representing the Government

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.

Conditions:
The Principal contemplates entering into contracts, from time to time during the fiscal year shown above, with the Government department or agency shown above, for furnishing supplies or services to the Government. The Principal desires that all of those contracts be covered by one bond instead of by a separate performance bond for each contract.

Therefore:
The above obligation is void if the Principal - (a) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all of those contracts entered into during the original term and any extensions granted by the Government with or without notice to the surety(ies) and during the life of any guaranty required under the contracts; and (b) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of those contracts, that subsequently are made. Notice of those modifications to the surety(ies) is waived.

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

Signatures

PRINCIPAL

1.

(Name)

2.

(Name)

3.

(Name)

INDIVIDUAL SURETIES

1.

(Name)

2.

(Name)

CORPORATE SURETY

1.

(Name)

2.

(Name)

Corporate Seal

Corporate Seal

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STANDARD FORM 35 (REV. DATE)
Prepared by GSA - FAR (48 CFR) 53.226(g)
INSTRUCTIONS

1. This form is authorized for use in the acquisition of supplies and services, excluding construction, in lieu of Standard Form 25 (Performance Bond). 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 limitations listed therein. (b) When 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 its 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.

6. In its application to negotiated contracts, the terms “bid” and “bidder” shall include “proposal” and “offeror.”

STANDARD FORM 35 (REV. DATE) BACK

DEPARTMENT OF DEFENSE
GENERAL SERVICES ADMINISTRATION
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

48 CFR Parts 4 and 52

[FR Doc. 2016–16248 Filed 7–13–16; 8:45 a.m.]
BILLING CODE 6820–14–C

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

ACTION: Final rule.

SUMMARY: This document makes amendments to the Federal Acquisition Regulation (FAR) in order to make editorial changes.

DATES: Effective: July 14, 2016.


SUPPLEMENTARY INFORMATION: In order to update certain elements in 48 CFR parts 4 and 52 this document makes editorial changes to the FAR.

List of Subjects in 48 CFR Parts 4 and 52

Government procurement.

Dated: June 30, 2016.

William Clark,
Director, Office of Government-wide Acquisition Policy, Office of Acquisition Policy, Office of Government-wide Policy.

Therefore, DoD, GSA, and NASA amend 48 CFR parts 4 and 52, as set forth below:

PART 4—ADMINISTRATIVE MATTERS

2. Amend section 4.1801 by revising the definition of “Commercial and Government Entity (CAGE) code” to read as follows:

4.1801 Definitions.

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.