

BASIC BPA FORMAT
(Generic Model)

LAYOUT OF THIS MODEL

- List of Updates to the Model Contract
- Tick List for the Contracting Officer
- Sample Cover Letter
- Clauses which must be included

UPDATES

12/24/2013 – Update FAC 2005– 65, 67, 69 and 70; (52.204-12, 52.204-13, 52.212-1, 52.212-3, 52.212-4, 52.212-5, 52-229-6, 52.232-39); PIB 2012-16 (52.232-99 deviation already included in models); PIB 2013-04 (cancels PIB 2012-18 – 52.204-99, deviation removed)

02/07/2013 – Updated FAC 2005 – 60, 61, 62, 63; (52.212-3, 52-212-5 and 52.225-25)

09/12/2012 – Update PIB 2012-16, 17. 18

05/22/2012 – Update FAC 2005-56-59, PIB 2012-11 (52.212-3, and 52.212-5) and PIB 2012-11 and -10

02/22/2012 – Update per FAC 49-55 (52.204-7, 52.204-9, 52.212-3, 52.212-4, 52.212-5, and 52.232.36)

2/23/2011 – No update required for 52.209-9

1/21/11 – Updated per FAC 47-48 and PIB, 52.204-9 and 52.212-3

10/20/10 – Updated 52.212-3 and 52.213-4

10/08/10- Updated FAR 52.212-5

09/07/10 – FAC 2005-45 to update 52.212-3, 52.212-5

07/22/10 – FAC 2005-44 to update 52.212-5

07/14/10 – FAC 2005-43 to update (52.212-5, 52.213-4 and 52.222-19)

04/29/10 – No change required by FAC 2005-41

04/23/10 – No change required by FAC 2005-39; FAC 2005-40 has the following changes: (52.244-6, 52.203-13) (52.209-5) (52.209-7) (52.209-8) (52.212-5)

09/08/09 – Change in #31 under FAR 52.212-5

09/01/09 – Change required by FAC 2005-35, 36 (52.212-3, 52.212-5)

08/14/09 – Change required by FAC 2005-34 (52.212-3)

07/21/09 – 652.228-74. Updated DBA rates

07/14/09 – Clauses checked and updated

07/11/09 - Change required by FAC 2005-32 & 33 (52.212-3 and 5)

12/19/08 – Change required by FAC 2005-28 (52.212-5)

11/09/07 – Added in requirements for ordering officials

09/20/07 - No updated required by FAC 2005-20

09/05/07 – Change required by FAC 2005-19 (update) (52.212-5)

07/17/07 – No change required by FAC 2005-18

07/03/07 – Change required by FAC 2005-17(update) (52.245-2)

03/26/07 – No change required by FAC 2005-16

12/15/06 – No change required by FAC 2005-15

12/03/06 – No change required by FAC 2005-13

7/21/06 - No change required by FAC 2005-11

7/10/06 – Change required by FAC 2005-10 (52.204-7, and 652.228-74)

6/5/06 – update per FAC 2005-09 (update FAR 52.212-5)

2/7/06 - Updated per FAC 2005-07 (update FAR 52.212-5 in full text and FAR 52.212-1)

1/19/06 – Updated per FAC 2005-08 (update FAR 52.212-5)

10/19/05 – Update per FAC 2005-06 (52.212-4 and 52.212-5)

8/19/05 – No update per FAC2005-05

6/28/05- Changed Required by FAC 2005-04(update FAR 52.212-5)

5/11/2005 – Changes required by FAC 2005-3 (update FAR 52.212-5)

4/29/04 – No revisions required for FAC 2001-25

04/16/04 – No revisions required for FAC 2001-21 and FAC 2001–22.

CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

- Please see discussions of how to award and administer BPA's in Chapter 2 of the Cookbook.
- General - The Contracting Officer should enter into Blanket Purchase Agreements (BPAs) with 3 or more firms so that competition is obtained when required by FAR 13.104, 13.106 and 13.202. The Contracting Officer should solicit the market place to locate possible sources. Typically, the Contracting Officer should establish BPAs with vendors that the USG frequently uses. Individual service or buying calls should be rotated among the BPA holders (see Chapter 2 of the Cookbook).
- Use of this Model - Use this model when soliciting quotations for BPAs normally, the Embassy will establish BPAs without prices and with limited, if any, specifications, describing the supplies or services to be provided. In these cases, the Embassy would establish BPAs with companies from whom the Embassy expects to make multiple small purchases throughout the year. With these types of BPAs, a solicitation is not normally issued. Rather, a BPA is simply established between the Government and the vendor. Examples include BPAs for hardware supplies, office supplies, maintenance of Embassy equipment, and cell phones for VIP delegations.
- Remember that, since a BPA is not a contract, neither party is bound to its terms. However, if an order is issued under the BPA and the BPA-holder agrees to provide the service, that individual order becomes a binding contract between the parties and both parties are then bound to all the terms and conditions in the BPA for that order.
- Award of BPAs - You must let firms know that the USG intends to award BPAs to those firms that are technically acceptable, responsible, and clearly intend to sell products or services to the U.S. Government at market prices or below. Firms also need to know that while we may award multiple BPAs, we will only award the number of BPAs we believe sufficient to meet our needs and regulatory competition requirements. In other words, even if we have six firms that are technically acceptable and responsible with fair and reasonable prices, we may award less than six BPAs if we have no need for six sources of this service.

The Contracting Officer will determine technical acceptability by ensuring that the firm is able to comply with the terms of this BPA. Responsibility will be based on requirements of FAR 9.1 including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;

- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Annual Reviews - The Contracting Officer will conduct an annual review of orders placed under this BPA in accordance with FAR 13.303-6 so that the Contracting Officer can:

- ensure proper procedures are being followed by the authorized callers, including use of competition;
- award new BPAs if changes in the market conditions, such as pricing, have occurred;
- discontinue the BPA with firms to whom orders have not been issued;
- update the BPA if necessary

Issuance of Orders Under the BPAs - Authorized callers must record the information shown on the last page of the DS-1920, Blanket Purchase Agreement file folder (the “blue” folder) for each order. The Contracting Officer should copy this page from the DS-1920 and distribute it electronically or in paper version to authorized callers for their use.

The Contracting Officer also needs to establish control procedures for the BPAs. For example, you need to establish whether you want the authorized callers to provide a copy of the last page of the DS-1920 each time an order is issued, or on a monthly basis, or in a shared directory so others in the Embassy (the FMO, for example) can track purchases.

Include clauses if the BPA is for \$3,000 or more.

If you have questions about FAR Provisions and clauses, consult FAR 52.3, the provision and clause matrix, at http://acquisition.gov/far/current/html/52_301Matrix.html. Do NOT delete any provisions or clauses without talking with your OPE Desk Officer.

If you use the OF-347 or SF-1449 as the cover page, you may delete the Contracting Officer's signature at the end of the BPA sample letter below, as the forms contain a signature block and the Contracting Officer may sign there instead.

Always use OPE's most recent contract model. Do not recycle an older version. Contract models are updated with FAR clauses many times per year.

In the documentation to the OPE Desk Officer, Contracting Officer has stated the file name of the model the Contracting Officer has copied from OPE's website.

- Inherently Governmental Function (IGF): Reminder for Requiring Offices - All requirements for new services must undergo a pre-award assessment by the requiring office to ensure the statement of work does not include any inherently governmental functions. The Form DS-4208, Request for Services Contract Approval, found in PIB 2012-11, Attachment 1 is available on e-Forms and will be used to meet this requirement.

- 3rd Country Nationals: The clause, Recruitment of Third Country Nationals for Performance on Department of State Contracts, shall be included in any solicitation and contract (including commercial items) valued over \$150,000 requiring non-professional labor where contract performance will require recruitment of third country national labor specifically for contract performance. Contractors shall submit Recruitment and Housing Plans as appropriate and shall be evaluated and contracts shall only be awarded to contractors submitting acceptable plans (PIB 2012-10):

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (October 17, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plan

a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the Contractor intends to recruit them.

b. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.

c. Provide sample recruitment agreement in English.

d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The Contractor or employer pays the recruitment fees for the worker if recruited by the Contractor or subcontractor to work specifically on Department of State jobs.

e. State in the offer that the Contractor's recruitment practices comply with recruiting nation and host country labor laws.

f. State in the offer that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.

g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.

h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.

c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/j/tip> or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHotline@state.gov.

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.

g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.

h. The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

- Instructions for each “[*Note to Contracting Officer*]” have been followed
- Offeror and Contracting Officer have completed all appropriate fill-in-the-blank sections.
- You have coordinated the tasks with the requirements office to ensure all tasks are necessary.
- REQUIRED – Before sending to OPE for review, if this is ever necessary for a BPA, all modified clauses are highlighted unless the instructions for that clause in the model expressly state that post should modify the clause to reflect post specifics.
 - REQUIRED - Rationale for this modification has been included in the memo requesting review from A/OPE.
 - Highlights have been removed before issuing solicitation
- Bio-preferred products - If U.S. firms or products are being solicited then include 52.223-1 and 52.223-2 in the solicitation/contract. Include by reference in the FAR section.
- Your A/OPE Desk Officer has approved this document when and where approval is appropriate
- The entire contract model, including all completed tick lists and instructions, has been saved somewhere for your records so you’ll have a history of what you’ve done.
- “Model Updates” at the beginning of this document were deleted before final printing.
- ALL “Tick List and Guidance” comments have been deleted before final printing.

- “[*Notes to Contracting Officer*]” which are embedded in the model have been deleted before final printing
- Contracting Officer has read the document before it has been submitted to A/OPE/EAD for review, if a review was necessary.
- Contracting Officer has made sure all A/OPE/EAD comments are incorporated before issuance.
- Contracting Officer has actually read the final document before distribution.
- The document makes sense to both you and your Desk Officer.
- PIB 2007-14 has been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. When in doubt, contact your OPE Desk Officer.
- The proposed COR has been notified of all required training as set forth in DOSAR subpart 642 to ensure these requirements have been satisfied prior to or at the time of award.
- Contracting officer has negotiated for the lowest priced technically acceptable offer.
- Any clauses which are included are included at the end after the acceptance signature of the vendor.
- Defense Base Act Insurance clauses reviewed and modified:
 - When the Contracting Officer has a reasonable expectation that no covered contractor employees (see PIBs 2009-20 on OPE intranet site for definition of covered versus non covered employees) will be included in the offers (e.g., offers will come from local overseas contractors and the work is to be performed in a country that has local workers’ compensation laws), the Contracting Officer shall include the following FAR clause and DOSAR provision in the document:
 - FAR clause 52.228-4, *Workers’ Compensation and War-Hazard Insurance Overseas*; place in clauses section
 - Provision entitled *Defense Base Act – Covered Contractor Employees*; place in clauses section. See the end of the model contract
 - If, in response to the document, any offeror knows that they will employ covered employees, the offeror is required to notify the contracting officer prior to the closing date.

Also add the following clauses/provisions if using covered employees:

- FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place at the end of the BPA.
- DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place at the end of the BPA.
- American Business Sources. If you know or expect that American businesses may submit a proposal, you must include the following solicitation provision, in addition to the other certifications contained in this solicitation. This certification is used to determine whether the firm is considered small by the Small Business Administration (SBA).
 - If you receive an offer from a small business, and you determine that firm to be non-responsible, then you must refer the matter to A/OPE and A/SDBU for referral to SBA; any determination of non-responsibility of an American small business must be referred to SBA prior to award of the contract. SBA will then determine whether to issue a Certificate of Competency (SBA) attesting to the firm's ability to perform the contract. For more information, see FAR 19.000(b) and 19.6.
 - If the above conditions are met, include the following at the end of the BPA.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

[Note to Contracting Officer: call your OPE Desk Officer for the information necessary to fill in the following blanks.]

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____.
- (2) The small business size standard is \$_____million dollars.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations

- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) ***[Note to Contracting Officer: Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*** The offeror

represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) ***[Note to Contracting Officer: Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*** The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) ***[Note to Contracting Officer: Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*** The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (5) ***[Note to Contracting Officer: Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]*** The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (6) ***[Note to Contracting Officer: Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*** The offeror represents, as part of its offer, that-
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. ***[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]*** Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern” —

- (1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern -

- (1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to

obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of clause)

BPA SAMPLE INTRODUCTORY LETTER

1. BPA Number [*Note to Contracting Officer: insert number*]

The American Embassy [*Note to Contracting Officer: insert name.*] invites you to enter into this BPA that establishes the terms and conditions applicable to future purchases of : [*Note to Contracting Officer: insert supplies or services and description, if applicable.*]

2. Expiration Date

BPA expires on [*Note to Contracting Officer: insert date*].

3. Embassy Estimate

The Embassy estimates that the volume of purchases through this agreement will be [*Note to Contracting Officer: insert amount*].

4. Terms and Conditions

- The Embassy is **not** obligated to purchase any definite amount under this agreement.
- No single purchase will exceed USD [*Note to Contracting Officer: insert amount.*] or the equivalent in local currency.
- The total amount ordered under this agreement will not exceed \$150,000 or the equivalent in local currency.
- The prices to the Government shall be as low or lower than those charged your most favored customers for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

5. Authorized Employees

The following employees are authorized to place orders:

<u>Name</u>	<u>Job Title</u>	<u>Dollar Limitation</u>

[*Note to Contracting Officer: Insert name, job title, and individual dollar limitation. Please note non-warranted officials can be appointed as Ordering Officials for orders not to exceed \$3,000 per order; Orders over \$3,000 must be issued by a warranted Contracting Officer.*]

No other employee may place an order against this BPA unless authorized in writing by the Contracting Officer.

6. Delivery Tickets

All shipments/deliveries shall be accompanied by a delivery ticket or sales slip including the following information:

- Name of supplier
- BPA number
- Date of purchase
- Purchase number
- Itemized list of supplies or services furnished
- Quantity, unit price, and extension of each item, less applicable discounts
- Date of delivery or shipment
- Name of the authorized employee who placed the order

7. Invoices

The BPA holder shall submit a summary invoice at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period. The invoice shall identify the delivery tickets covered therein, stating the total dollar value, and supported by recent copies of the delivery tickets.

8. FAR and DOSAR Clauses

The FAR and DOSAR clauses attached to this BPA shall apply to all purchases made under this BPA. In the event of an inconsistency between the provisions of this BPA and your invoice, the provisions of the BPA shall take precedence.

9. Acceptance

You are requested to acknowledge acceptance of this BPA, including its terms, conditions, and clauses, by signing and returning a copy to [*Note to Contracting Officer: insert Contracting Officer's name.*], American Embassy [*Note to Contracting Officer: insert name and address*].

Sincerely,

[*Note to Contracting Officer: insert name.*]

Contracting Officer

BPA Accepted:

Signature

Date

Typed/Printed Name and Title of Signer

Please indicate the remittance or check mailing address in the space provided below if different from the address to which this agreement was addressed:

CLAUSES FOR BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES

COMMERCIAL ITEMS

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

CLAUSE **TITLE AND DATE**

[Note to Contracting Officer: if Contractor requires physical access to a federally-controlled facility or access to a Federal information system.]

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR
PERSONNEL (JAN 2011)

52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER
MAINTENANCE (DEC 2012)

[Note to Contracting Officer: 52.212-4 applies if the order is time-and-materials or labor-hour. Do not use both 52.212-4(which would also require 52.212-5) and 52.213-4 at the same time. One must be deleted and 52.213-4 must be used if this is a non-commercial purchase.]

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
(SEPT 2013), *Alternate I*

[Note to Contracting Officer: you can't use both 52.212-4 and 52.213-4 at the same time. One must be deleted and 52.213-4 must be used if this is a non-commercial purchase and then 52.222-50 should be included as well.]

52.213-4 TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER
THAN COMMERCIAL ITEMS) (NOV 2013)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND
TRANSLATION OF CONTRACT (FEB 2000)

[Note to Contracting Officer: applies to services at danger pay posts, only. Include 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a

Diplomatic Mission Outside the United States (MAR 2008) in accordance with FAR 25.3 if location is danger zone.

52.225-19 CONTRACTOR PERSONNEL IN A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

[Note to Contracting Officer: if order involves the production, furnishing, or acquiring of data.]

52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007)

[Note to Contracting Officer: if order is for the compilation or production of data for the Government's own use.]

52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)

[Note to Contracting Officer: if order is for software.]

52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

[Note to Contracting Officer: if order is for services and contractor employees are covered by Defense Base Act insurance.]

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

[Note to Contracting Officer: if order is for services and contractor employees are not covered by Defense Base Act insurance.]

52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE (APR 1984)

52.229-6 FOREIGN FIXED PRICED CONTRACTS (FEB 2013)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)

[Note to Contracting Officer: if payment will be made through the Government-wide purchase card program.]

52.232-36 PAYMENT BY THIRD PARTY (FEB 2010)

52.233-1 DISPUTES (JUL 2002), *Alternate I* (DEC 1991)

[Note to Contracting Officer: for services to be performed on USG installations.]

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

[NOTE TO CONTRACTING OFFICER – Do not include this clause if you are using 52.213-4. FAR clause 52.212-4 may be incorporated by reference but 52.212-5 may NOT be tailored, e.g., you may not delete any portion of it. However, you will note that many

portions are marked “reserved”. Please use this clause in its present form IF you will be soliciting ONLY non-U.S. firms. If you will be soliciting U.S. firms or a combination of U.S and non-U.S. firms, you must use the clause as it appears in the FAR. If you need help finding that version of the clause contact your A/OPE Desk Officer.

Regardless of which form of this clause is used, it does require you to place an “X” next to the portions which lead off with a [] tick box. We have placed an “X” next to those portions that will most normally apply. If you think other portions apply, please indicate that as a notation in your request for review memorandum and place an “X” on the line preceding that paragraph. Be sure to **highlight** any tick marks when you send to OPE for review.]

[NOTE TO CONTRACTING OFFICER - FAR clause 52.212-5 may NOT be tailored, e.g., you may not delete any portion of it. The clause requires you to place an “X” next to the portions which lead with a ___ tick box. We have provided guidance below. Be sure to highlight any tick marks when you send to OPE for review.

Paragraph (b), check as appropriate:

(1) Check if requirement exceeds \$150,000.

(2) Check if requirement exceeds \$5,000,000 and the performance period is 120 days or more.

(3) not applicable overseas.

(4) Check if requirement exceeds \$25,000.

(5) and (6) are not applicable.

(7) Check if requirement exceeds \$500,000.

(8) through (26) are not applicable.

(27) Check if requirement is for supplies and exceeds the micro-purchase threshold.

(28, 29 and 30) Check if requirement is for supplies exceeding \$10,000 and is awarded to a U.S. firm, or is for services exceeding \$10,000 and is awarded to a U.S. firm whose employees performing the work were recruited within the U.S.

(31) Do not check if both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island. Otherwise, contact your OPE Desk Officer for instructions.

(32) Check if you have included clause 52.222-35.

(33) Check if any of the work will be performed in the U.S. and the requirement exceeds the simplified acquisition threshold.

(34) Do not check since you are contracting only for work that will be performed outside of the United States. If some of your work will be performed inside the U.S., contact your OPE Desk Officer.

(35i and ii) Check if the requirement exceeds \$150,000 and is for or specifies the use of EPA designated items containing recovered materials. If technical personnel advise that estimates can be verified, use the clause with its Alternate I.

(36) Unless exempt pursuant to FAR 23.204 check this clause when energy-consuming products listed in the ENERGY STAR® Program or FEMP will be—

(a) Delivered;

(b) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(c) Furnished by the Contractor for use by the Government; or

(d) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(37i and ii) Unless an exception has been approved in accordance with FAR 23.705(c), insert the clause at 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products, in all solicitations and contracts for— (i) Personal computer products; (ii) Services that require furnishing of personal computer products for use by the Government; or (iii) Contractor operation of Government-owned facilities. Use the clause with its Alternate I when there are sufficient EPEAT Silver registered products available to meet agency needs.

(38) Check this clause.

(39) and (40) are not applicable

(41) Check if the requirement will be \$202,000 or more, if the acquisition is covered by the WTO GPA (see FAR Subpart 25.4) and the agency has determined that the restrictions of the Buy American Act are not applicable to U.S. made end products. If the agency has not made such a determination, the Contracting Officer must follow agency procedures.

(42) Check if the requirement is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC.

(43) through (45) are not applicable.

(46) Check this clause.

(47) Check this clause after obtaining guidance from your OPE Desk Officer and the

offeror has requested installation/progress payments in their offer.

(48) Check if payment will be made by EFT and the Contractor has registered in the CCR.

(49) Check if payment will be made by EFT or other means, e.g. check, and the Contractor has not registered in the CCR.

(50) and (51) are not applicable.

(52i and ii) Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S-flag commercial vessels. Check Alternate I if 100% of the supplies will be transported on privately owned U.S-flag commercial vessels.

Paragraph (c) is not applicable

Paragraph (e) applies only if award is made to a U.S. firm:

(ix) Alternate I check if local law identifies “off-limits establishments”]

The following FAR clause(s) is/are provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) *The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:*

[Contracting Officer: check as appropriate]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

- __ (4) 52.204-10, *Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013)* (Pub. L. 109-282) (31 U.S.C. 6101 note).
- __ (5) 52.204-11, *American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010)* (Pub. L. 111-5).
- __ (6) 52.209-6, *Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013)* (31 U.S.C. 6101 note).
- __ (7) 52.209-9, *Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)* (41 U.S.C. 2313).
- __ (8) 52.209-10, *Prohibition on Contracting with Inverted Domestic Corporations (May 2012)* (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- __ (9) 52.219-3, *Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011)* (15 U.S.C. 657a).
- __ (10) 52.219-4, *Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)* (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- __ (11) [Reserved]
- __ (12)(i) 52.219-6, *Notice of Total Small Business Set-Aside (Nov 2011)* (15 U.S.C. 644).
- __ (ii) *Alternate I (Nov 2011)*.
- __ (iii) *Alternate II (Nov 2011)*.
- __ (13)(i) 52.219-7, *Notice of Partial Small Business Set-Aside (June 2003)* (15 U.S.C. 644).
- __ (ii) *Alternate I (Oct 1995) of 52.219-7*.
- __ (iii) *Alternate II (Mar 2004) of 52.219-7*.
- __ (14) 52.219-8, *Utilization of Small Business Concerns (Jul 2013)* (15 U.S.C. 637(d)(2) and (3)).
- __ (15)(i) 52.219-9, *Small Business Subcontracting Plan (Jul 2013)* (15 U.S.C. 637(d)(4)).
- __ (ii) *Alternate I (Oct 2001) of 52.219-9*.
- __ (iii) *Alternate II (Oct 2001) of 52.219-9*.
- __ (iv) *Alternate III (Jul 2010) of 52.219-9*.
- __ (16) 52.219-13, *Notice of Set-Aside of Orders (Nov 2011)*(15 U.S.C. 644(r)).
- __ (17) 52.219-14, *Limitations on Subcontracting (Nov 2011)* (15 U.S.C. 637(a)(14)).
- __ (18) 52.219-16, *Liquidated Damages—Subcontracting Plan (Jan 1999)* (15 U.S.C. 637(d)(4)(F)(i)).
- __ (19)(i) 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008)* (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) *Alternate I (June 2003) of 52.219-23*.
- __ (20) 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013)* (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- (21) 52.219-26, *Small Disadvantaged Business Participation Program—Incentive Subcontracting* (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, *Notice of Service-Disabled Veteran-Owned Small Business Set-Aside* (Nov 2011) (15 U.S.C. 657 f).
- (23) 52.219-28, *Post Award Small Business Program Rerepresentation* (Jul 2013) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, *Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns* (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.219-30, *Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program* (Jul 2013) (15 U.S.C. 637(m)).
- (26) 52.222-3, *Convict Labor* (June 2003) (E.O. 11755).
- (27) 52.222-19, *Child Labor—Cooperation with Authorities and Remedies* (Mar 2012) (E.O. 13126).
- (28) 52.222-21, *Prohibition of Segregated Facilities* (Feb 1999).
- (29) 52.222-26, *Equal Opportunity* (Mar 2007) (E.O. 11246).
- (30) 52.222-35, *Equal Opportunity for Veterans* (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, *Affirmative Action for Workers with Disabilities* (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, *Employment Reports on Veterans* (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-40, *Notification of Employee Rights Under the National Labor Relations Act* (Dec 2010) (E.O. 13496).
- (34) 52.222-54, *Employment Eligibility Verification* (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, *Estimate of Percentage of Recovered Material Content for EPA-Designated Items* (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, *Energy Efficiency in Energy-Consuming Products* (DEC 2007) (42 U.S.C. 8259b).
- (37)(i) 52.223-16, *IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products* (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving* (AUG 2011) (E.O. 13513).
- (39) 52.225-1, *Buy American Act—Supplies* (Feb 2009) (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, *Buy American Act—Free Trade Agreements—Israeli Trade Act* (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (Mar 2012) of 52.225-3.
- (iii) Alternate II (Mar 2012) of 52.225-3.
- (iv) Alternate III (Nov 2012) of 52.225-3.
- (41) 52.225-5, *Trade Agreements* (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR CHAPTER 6)
CLAUSES:

DOSAR

TITLE AND DATE

[Note to Contracting Officer: if order exceeds \$150,000.]

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979,
as amended (AUG 1999)

[Note to Contracting Officer: for supplies to be delivered to an overseas post.]

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS
WITHIN THE UNITED STATES (JUL 1988)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD
(AUG 1999)

**[Note to Contracting Officer: for services where performance will be on-site in a
Department of State facility.]**

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE
LEAVE (APR 2004)

**[Note to Contracting Officer: for orders that include information technology resources
or services in which the Contractor will have physical or electronic access to Department
information that directly supports the mission of the Department.]**

652.239-71 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION
TECHNOLOGY RESOURCES (SEP 2007)

**[Note to Contracting Officer: if a COR will be named for the order, fill in for Paragraph
b: "The COR is _____"]**

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (AUG 1999)

[Note to Contracting Officer: for overseas shipment of supplies.]

652.242-71 NOTICE OF SHIPMENTS (JUL 1988)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

652.243-70 NOTICES (AUG 1999)

The text of the following DOSAR provision(s) is/are provided:

[Note to Contracting Officer: See instructions on whether to add the following DBA provision. Note that DBA provisions only apply to service BPA's, not hardware or supply type BPA's. For services to be performed overseas when the contract includes covered contractor employees as defined in paragraph (a) of the clause. Note that paragraphs b, c, d, e and f are RESERVED.]
652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) –
SERVICES (JUNE 2006)

As prescribed in 628.309-70(b), insert the following clause:

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

Paragraphs (b),(c),(d), (e) and (f) are marked RESERVED per PIB 2012-17.

(g) (1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the Contracting Officer. The request shall contain the following information:

- (i) Contract number;
- (ii) Name of Contractor;
- (iii) Brief description of the services to be provided under the contract and country of performance;
- (iv) Name and position title of individual(s);
- (v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);

(vi) Dates (or timeframe) of performance at the overseas location; and,

(vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).

(3) The Contracting Officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

