

## HOUSE APPLIANCE REPAIR BLANKET PURCHASE AGREEMENT

### LAYOUT OF THIS MODEL

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

### UPDATES TO THE MODEL

12/26/2013 – Update FAC 2005– 65, 67, 69 and 70; (52.204-7, 52.204-12, 52.204-13, 52.212-1, 52.212-3, 52.212-4, 52.212-5, and 52-229-6); PIB 2012-16 (52.232-99 deviation already included in models); PIB 2013-04 (52.204-99 deviation cancelled and removed)

08/23/2013 – Verified DBA language correct

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

05/23/2012 – Update FAC 2005-56-59, PIB 2012-11 (52.212-3, and 52.212-5) and PIB 2012-11 and -10

02/21/12 – Update FAC 2005-55 (52.212-4 and 52.212-5)

12/15/11 – Update FAC 2005-54 (52.212-3 and -52.212-5)

7/1/11– Update FAC 2005-52 (52.212-3 and 52.212-5)

1/21/11 – Updated per FAC 47-48 and PIB 2011-03, 52.204-9 and 52.212-3

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

10/08/10 – Updated 52.212-5

10/05/10 – FAC 2005-46 add 52.223-18

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 and 52.204-10 for noncom

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

7/01/10 – Update per FAC 2005-42 (52.213-4)

06/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

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: (52.212-5)

01/13/10 – Change required by FAC 2005-38 (52.212-5)

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

08/28/09 – Change required by FAC 2005-35 and 36 (52.212-3 and 5)

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

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

07/15/09 - Change required by FAC 2005-32 & 33 (52.212-3 and 5)

02/25/2009 - Change required by FAC 2005-29 and 30 (52.212-5)

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

10/07/08 – Change required by FAC 2005-27. (52.212.-4 and 52.212-5)

07/25/08 – Changes required by PIBs 2008-20 and 2008-21, inclusion of Contractor Identification clause and DBA rate changes

07/07/08 – Update required by FAC 2005-26 (52.212-5)

06/26/08 – Updated per FAC 2005-23 thru 25 (52.212-1, 52.212-3, 52.212-5, 52.222-19)

05/30/08 – Added note to include 52.222-19 if danger post

01/30/08 – No change required by 2005-23; updated DBA in 652.228-71

12/05/07 - Change required by FAC 2005-21 & 22

11/09/07 – Added requirements for ordering officials

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

09/05/07 – Updated 52.212-5 and 52.212-3 per FAC 2005-19

07/23/07 – Updated 52.212-5 per FAC 2005-18

## 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 US 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.

Documenting Orders Placed Against BPAs - Any purchase made pursuant to this Agreement will be based on quotations obtained orally by telephone or personal contact at the time the Government's need for the service arises by an ordering official/authorized caller. The authorized caller, who places the order, will provide full information of the time and location where the vehicle must be. The vendor shall provide the all information of the vehicle (plate number, color and make and model of the vehicle). After the service has been provided, the repair technician shall fill out the ticket which must indicate the date of service, repairs completed and/or appliance replaced if unable to repair. The service order must be signed by the embassy employee. The employee in turn submits their copy of the service order to the authorized caller and/or BPA Administrator.

Placing Orders - BPA orders are generally placed orally or in person. When authorized by the BPA to place an order, you should provide the vendor with the following information:

1. Title, name and office of the caller. This must be with an authorized ordering person cited in the BPA as an authorized caller.
2. BPA Number
3. Date Order is Placed
4. Services desired and quantities. The unit prices and extension of prices less discounts must be agreed upon at this point.
5. Date of Service
6. At a minimum include the BPA number and the ordering office.

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.

Like all other purchases, the BPA must be backed by a commitment of funds. To ensure adequate funding, it is essential to maintain records of all orders placed against a BPA. Attached is a copy of the log that must be maintained. The log shall be sent to the Financial Management Office by the fifth work day of each month and a copy to the GSO office for filing with the official BPA file and reporting transactions to the State/Federal Procurement Data System

- Funds - The use of BPAs does not exempt us from the responsibility for keeping obligations and expenditures within committed funds. If the BPA was backed by a commitment of bulk funds, it is your responsibility to ensure that funding levels are not exceeded, to avoid an Anti-Deficiency Act violation. Contact the Financial Management Office well in advance, if additional funding will be required.
- 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
- 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 \$3000 or more.
- Invoices should be submitted to the office of the FMO who will log in receipt and forward to the COR for review and approval.
- 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.
- 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](http://acquisition.gov/far/current/html/52_301Matrix.html). Do not delete any provisions or clauses without talking with your OPE Desk Officer.
- 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.
- 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 US 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 PIB 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 \_\_\_\_\_ [*insert NAICS code*].

(2) The small business size standard is \_\_\_\_\_ [*insert size standard*].

(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 *o* is, *o* 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 *o* is, *o* 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 *o* is, *o* 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.**] Women-owned small business (WOSB) concern eligible under the WOSB Program. [**Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.**] The offeror represents as part of its offer that—

(i) It *o* is, *o* is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:*

\_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [**Note to Contracting Officer: Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.**] The offeror represents as part of its offer that—

(i) It *o* is, *o* is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(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 it *o* is, *o* is not a veteran-owned small business concern.

(7) [**Note to Contracting Officer: Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.**] The offeror represents as part of its offer that it *o* is, *o* is not a service-disabled veteran-owned small business concern.

(8) [**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 *o* is, *o* 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It *o* is, *o* is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically

disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“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” 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” 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.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(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 business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be

awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 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 provision)

If U.S. firms are being solicited/awarded a BPA the following FAR clause must be provided in full text:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be –

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Office of Labor-Management Standards web site at

<http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

Inherently Government: 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."

3<sup>rd</sup> 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 e-mail at [OIGHotline@state.gov](mailto: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.

**U.S. DEPARTMENT OF STATE  
BLANKET PURCHASE AGREEMENT (BPA) PURCHASE LOG**

**CONTRACTING OFFICER COMPLETES**

BPA NO.	VENDOR NAME
\$ LIMITATION PER PURCHASE* _____	TELEPHONE NO. _____
\$ LIMITATION FOR THIS BPA _____	TYPE OF BUSINESS ( <i>Check one</i> )
BPA EFFECTIVE DATE _____	<input type="checkbox"/> Small U.S.
BPA EXPIRATION DATE _____	<input type="checkbox"/> Large U.S.
	<input type="checkbox"/> Small Disadvantaged U.S.
	<input type="checkbox"/> Other U.S.
* Individual purchases exceeding \$3,000 must comply with FAR 13.106	<input type="checkbox"/> Small Woman-Owned U.S.
	<input type="checkbox"/> Non U.S./Outside U.S.

**AUTHORIZED PURCHASER COMPLETES (Except where noted)**

PURCHASE (CALL) NO.			
DESCRIPTION OF ITEMS OR SERVICES (Attach additional sheet, if necessary)			
DELIVERY LOCATION			
DATE FUNDS AVAILABILITY CERTIFIED			
COMPETITION 1 = Per BPA File Folder 2 = Per FAR 13.106-1(b)			
CALL PLACED BY (FULL NAME)			
DATE CALL PLACED			
VENDOR'S REPRESENTATIVE (FULL NAME)			
TYPE OF ORDER (O= oral, W = written)			

QUANTITY			
UNIT COST			
TOTAL PRICE			
DELIVERY DATE			
DATE RECEIVING OFFICE NOTIFIED			
ORDER RECEIVED BY (FULL NAME)			
DATE ORDER RECEIVED			
DELIVERY TICKET/SALES SLIP W/ORDER?			
INVOICE RECEIVED BY (FULL NAME)			
DATE INVOICE RECEIVED			
INVOICE NO.			
INVOICE DATE			
INVOICE AMOUNT			
DATE INVOICE TO FINANCE OFFICE			

SAMPLE BPA LETTER

[*Note to Contracting Officer: insert Post and date.*]

U.S. Embassy \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM**

To: Facility Manager/Accountable Property Unit Supervisor [*Note to Contracting Officer: insert name/title.*]

From: GSO – [*Note to Contracting Officer: insert name.*]

Subject: BPA(s) for Repair or Replacement of Household Appliances

To Whom it May Concern,

My staff has set-up a BPA(s) for repair/replacement of household appliances. Copy of subject BPA(s) is/are attached. I have also attached a copy of the call log, a copy of which must be submitted to Finance and to my office of the fifth workday of each month. Finance has committed bulk funds for FY\_\_\_\_\_ [*Note to Contracting Officer: insert FY year.*] as stated:

Dollars Committed

BPA Number

Name of Vendor(s)

[*Note to Contracting Officer: insert dollars committed, BPA number, name of vendor(s)*]

Funds will be obligated at the time the order is placed. Funds that are not used by the end of each fiscal year will no longer be available for obligation. Bulk funding must be requested for continuing years.

Attachments:

As Stated.

**ORDER FOR SUPPLIES OR SERVICES**

PAGE      OF      PAGES

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER		2. CONTRACT NO. <i>(If any)</i>		6. SHIP TO:		
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE		
5. ISSUING OFFICE: <i>(Address correspondence to)</i>				b. STREET ADDRESS		
7. TO:				c. CITY		d. STATE
				e. ZIP CODE		
a. NAME OF CONTRACTOR				f. SHIP VIA:		
b. COMPANY NAME				8. TYPE OF ORDER		
c. STREET ADDRESS				<input type="checkbox"/> a. PURCHASE		<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY				e. STATE		f. ZIP CODE
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE		
11. BUSINESS CLASSIFICATION <i>(Check appropriate box(es))</i>						12. F.O.B. POINT
<input type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE <i>(Date)</i>		16. DISCOUNT TERMS
a. INSPECTION		b. ACCEPTANCE				

**17. SCHEDULE *(See reverse for Rejections)***

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. <i>(Cont. pages)</i>
	21. MAIL INVOICE TO:						
	a. NAME						Text 17(j) GRAND TOTAL
	b. STREET ADDRESS <i>(or P.O. Box)</i>						
c. CITY		d. STATE		e. ZIP CODE			
22. UNITED STATES OF AMERICA BY <i>(Signature)</i> ▶					23. NAME <i>(Typed)</i>		

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

TITLE: CONTRACTING/ORDERING OFFICER  
OPTIONAL FORM 347 (REV. 4/2006)  
Prescribed by GSA/FAR 48 CFR 53.213(f)

BPA SAMPLE

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

The U.S. 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(s), job title(s), and individual dollar limitation(s). 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 and include 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; and
- the 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*], United States Embassy [*Note to Contracting Officer: insert name and address*].

Sincerely,

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

## **BPA Accepted:**

---

Signature

---

Date

---

(Typed or 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.

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### WORK REQUIREMENTS

Project Manager - The BPA holder shall designate a Project Manager who shall be the BPA holder's point of contact. The Project Manager shall be responsible for managing the BPA holder's work under this Agreement, including delegating requests with any instruction required and ensuring a smooth and effective operation. The BPA holder's Project Manager and telephone number are:

Project Manager: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

### DOCUMENTATION OF USAGE

(a) Repair order procedures - Any purchase made pursuant to this Agreement will be based on quotations obtained orally by telephone or personal contact at the time the Government's need for the service arises by an ordering official/authorized caller (as designated in paragraph 5). The authorized caller, who places the order, will provide full information of the time and location where the repair/replacement of the defective appliance must be made. The vendor shall provide the all information of the appliance (make and model of the appliance, etc.). After the service has been provided, the individual who repaired/replaced the appliance shall fill out the information which must indicate the date of service, and status of repair/replacement of the item which was serviced. The repair order must be signed by the Embassy employee whose appliance has been repaired/serviced. The employee in turn submits their copy of the repair order to the authorized caller and/or BPA Administrator.

(b) Replacement/Servicing - The BPA holder shall provide a replacement appliance equivalent to the type that requires replacement, due to breakdown, or any other reason in an expeditious timeframe as possible under the circumstances. This time frame for replacement of the defective appliance should be agreed upon once a determination has been made that replacement of an appliance is necessary between the affected employee, the BPA holder, the facilities maintenance officer or designee and the GSO/Contracting Officer.

COMMUNICATION EQUIPMENT - The BPA holder shall provide two-way communication equipment (such as radios, cellular phones or pagers) which will be available for use by the repair/service technician at all times.

PERSONNEL - The BPA holder shall provide qualified technicians for work to be performed under this BPA. Technicians employed to perform repair /replacement services shall be experienced and competent in the performance of such services and shall possess the appropriate license and insurance. The BPA holder shall provide the Government all information required for technicians with any security clearance, accreditation and licenses required to provide services under this BPA. All personnel assigned for the performance of the respective services shall be regular employees of the BPA holder. The BPA holder shall be responsible for any corrective action, within the scope of this BPA, which may be required by the Government as a result of ascertained poor services.

## LANGUAGE STANDARDS

(a) English Skills – Each technician must be able to speak English at least a level 2. This level is defined as follows:

(1) Speaking Level 2 (*Limited Working Proficiency*)

### ABLE TO SATISFY ROUTINE SOCIAL DEMANDS AND LIMITED WORK REQUIREMENTS.

- Can handle routine work-related interactions that are limited in scope.
- In more complex and sophisticated work-related tasks, usage generally disturbs the native speaker.
- Can handle with confidence, but not with facility, most normal high-frequency social conversational situations, including extensive but casual conversations about current events, as well as work, family, and autobiographical information.
- The individual can comprehend most everyday conversations, but has some difficulty understanding native speakers in situations that require specialized or sophisticated knowledge
- The individual's utterances are minimally cohesive to articulate basic concepts.
- Linguistic structure is usually not very elaborate and not thoroughly controlled; errors are frequent.
- Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

### ***Examples:***

1. *While these interactions will vary widely from individual to individual, the individual can typically ask and answer predictable questions in the workplace and give straightforward instructions to subordinates.*
2. *The individual can participate in personal and accommodation-type interactions with elaboration and facility; that is, can give and understand complicated, detailed and extensive directions and make non-routine changes in travel and accommodation arrangements.*
3. *Simple structures and basic grammatical relations are typically controlled; however, there are areas of weakness.*
4. *In the commonly taught languages, these [areas of weakness] may be simple markings such as plurals, articles, linking words, and negatives, or more complex structures such*

*as tense/aspect usage, case morphology, passive constructions, word order, and embedding.*

LOCAL KNOWLEDGE - Be completely familiar with the metropolitan \_\_\_\_\_ [*Note to Contracting Officer: complete the information*] area so as to know alternate routes should primary routes be impassable or otherwise not the best alternative at any given time.

LIABILITY - The BPA holder assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the BPA holder's personnel in the performance of the services required under this agreement.

INSURANCE - The BPA holder, at its own expense, shall provide and maintain during the entire period of performance of this Agreement, whatever insurance is legally necessary. The BPA holder shall procure and maintain insurance during the entire period of performance under this BPA.

SUPPLIES AND EQUIPMENT - The BPA holder shall provide all services, materials, supplies, labor, trade tools, equipment, maintenance services and supervision required for performance under this Agreement.

#### REQUIRED TIME FRAME FOR REPAIR

(a) For Emergency Services involving life safety and health condition (Example- During cold season, the furnace breaks and becomes non-functional):

(1) The BPA holder shall repair the appliance/service WITHIN FOUR HOURS whether the service is required during the week day or holidays. The BPA holder shall have the capability to provide required spare parts and/or spare unit to replace the faulty/defective unit WITHIN FOUR HOURS after start of repair.

(b) For Non- Emergency Service (for example, heating stove, non-emergency electrical socket(s), etc.):

(2) The service shall be restored within 24 hours of reporting the problem during the weekday and on the very first working day after the holiday if the problem occurs during the holiday.

COMPLIANCE REQUIRED - The BPA holder shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Unless otherwise directed by the Government, the BPA holder shall comply with the more stringent of the requirements of such laws, regulations and orders. In the event of a conflict among the contract and such laws, regulations and orders, the BPA holder shall promptly advise the Government of the conflict and of the BPA holder's proposed course of action for resolution by the Government. The BPA holder shall be responsible for all damages to persons or property that occur as a result of the

BPA holders' fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

CLAUSES FOR BLANKET PURCHASE AGREEMENTS  
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES

COMMERCIAL ITEMS

FAR 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 this address: <http://www.acqnet.gov/far>.

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations (48 CFR Chapter 1) clauses are incorporated by reference:

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. Check with Post’s RSO to confirm if this clause applies at your respective Post.]***

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

***[Note to Contracting Officer: if over \$25,000]***

52.204-10            REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER  
SUBCONTRACT AWARDS (FEB 2012)

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

***[Note to Contracting Officer: you can’t use both 52.212-4 (which would also require 52.212-5 in full text below) 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.]***

52.213-4            TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER  
THAN COMMERCIAL ITEMS) MAR 2012

52.222-50            COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

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

***[Note to Contracting Officer: Note to Contracting Officer: applies to services at danger pay posts only. If applicable, include 52.225-19 Contractor Personnel in a Designed 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)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN (DEC 2012)

***[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 PRICE 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.]***

52.232-36 PAYMENT BY THIRD PARTY (FEB 2010)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

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)

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS -- Alternate I (FEB 2012), is incorporated by reference (See SF-1449, Block 27B)

ADDENDUM TO 52.212-4  
NONE

**[While the FAR allows certain paragraphs of 52.212-4 to be tailored, the contracting officer should consult A/OPE before tailoring any of the language. Keep in mind that paragraphs (b), (d), (g), (i), (q), and (r) of 52.212-4 may not be tailored.]**  
**[If there is no addendum to 52.212-4, leave this as “none”.]**

**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 is 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: Check with Post's RSO to confirm if DOSAR 652.204-70 applies at your respective Post.]***

652.204-70    DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD  
ISSUANCE PROCEDURES (MAY 2011)

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

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

***[Note to Contracting Officer: for services to be performed overseas when the contract includes covered contractor employees as defined in paragraph (a) of the clause. Paragraphs (b), (c), (d), (e) and (f) are marked as RESERVED per PIB 2012-17.]***

652.228-71    WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) –  
SERVICES (JUNE 2006)

***[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: use if a COR will be named for the order. Complete 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 following clauses are provided in full text, and are applicable for orders for services:

#### 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 e-mail.

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)

**[Note to Contracting Officer: See instructions on whether to add the following Defense Base Act (DBA) provision. Note that DBA provisions only apply to service BPA's, not hardware or supply type BPA's.]**

652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (JUN 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 as 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)



ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision is provided in full text:

*[Note to Contracting Officer: Only include provision, below, if acquisition is estimated to exceed \$150,000.]*

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
  - (2) Discriminating in the award of subcontracts on the basis of religion.

*[Note to Contracting Officer: see instructions on whether to include the following DOSAR provision.]*

**Note to bidder/offeror: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor-approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.**

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES  
(JUNE 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of [*Note to Contracting Officer: insert country of performance and check the appropriate block below.*] –

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)