

BPA SAMPLE INTRODUCTORY LETTER

1. BPA Number

The American Embassy Jakarta, Indonesia invites you to enter into this BPA that establishes the terms and conditions applicable to future purchases of providing the drinking water (including delivery, gallon, and refill service) for US Embassy offices and residences in Jakarta area.

2. Expiration Date

BPA expires on April 30, 2017.

3. Embassy Estimate

The Embassy estimates that the volume of purchases through this agreement will be Rp.390,000,000.

4. Terms and Conditions

- The Embassy is **not** obligated to purchase any definite amount under this agreement.
- No single purchase will exceed Rp.50,000,000 or the equivalent in local currency.
- The total amount ordered under this agreement will not exceed Rp.390,000,000 or the equivalent of \$30,000 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>Limitation</u>
Christopher Bergaust	CO	Rp.50,000,000
Lawrence P. Lane	CO	Rp.50,000,000
Christian J. Smith	CO	Rp.50,000,000
Charles Hughes	CO	Rp.50,000,000
Mia Yuwanti	COR	Rp.45,000,000

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 American Embassy

Sincerely,

/s/

Lawrence P. Lane
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
(MAY 2015), *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) (DEC 2014)

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 (MAY 2014)

[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) (JUL 2014)

[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 A/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)-(7) are only applicable to U.S. firms.**
- (8) Check if required.**
- (9) Check if requirement exceeds \$500,000.**
- (10 - 24) are not applicable.**
- (25) Check if requirement is for supplies and exceeds the micro-purchase threshold.**
- (26-28) Check if requirement is for supplies exceeds \$10,000 and is awarded to a U.S. firm, or is for services exceeds \$10,000 and is awarded to a U.S. firm whose employees performing the work were recruited within the U.S.**
- (29) 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 A/OPE Desk Officer for instructions.**
- (30) Check if you have included clause 52.222-35.**
- (31) Check if any of the work will be performed in the U.S. and the requirement exceeds the simplified acquisition threshold.**
- (32) 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 A/OPE Desk Officer.**
- (33) Check for all acquisitions**

(34) 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.

(35-38) Unless exempt pursuant to FAR 23.704 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.

(39) Unless an exception has been approved in accordance with FAR [23.705\(c\)](#), insert the clause at [52.223-16](#), 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.

(40) Check this clause.

(41) and (42) are not applicable.

(43) Check if the requirement will be \$204,000 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.

(44) Check if the requirement is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC (Department of the Treasury, Office of Foreign Assets Control (OFAC)).

(45) not applicable.

(46) and (47) Check if applicable.

(48) Check this clause

(49) Check this clause after obtaining guidance from your A/OPE Desk Officer and the offeror has requested installation/progress payments in their offer.

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

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

(52) and (53) are not applicable.

(54) 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”

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(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)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

___ (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) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 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).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved].

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

- __ (14)(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).
- __ (15)(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.
- __ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- __ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (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 (Oct 2014) of 52.219-9.
- __ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- __ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- __ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- __ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- __ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- __ (24) 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)).
- __ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- __ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- __ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- __ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- __ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- __ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- __ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- __ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- __ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- __ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-13.

___ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

___ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

___ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (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 (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (44) 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).

___ (45) 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).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

- ___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (54)(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) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- ___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).
- ___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- ___ (10) 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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

__ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(xvi) 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).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 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)

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION, per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is is not a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)