



*Embassy of the United States of America*

*Khartoum, Sudan*

May 15, 2011

Dear Prospective Quoter:

**SUBJECT: Request for Quotations Number SSU40011A0008 Residential Make Ready Cleaning**

The Embassy of the United States of America invites you to submit a quotation for residential make ready cleaning services.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed-Make Ready Cleaning" to the Chris Wolf – Contracting officer – American Embassy – Khartoum, Kilo 10, Soba. On or before **03:30 p.m.** on Sunday **May 22<sup>nd</sup>, 2011**

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-18
2. Section A
3. Additional information as required in Section I.

Direct any questions regarding this request for quotations to Mohamed Eltayeb – by letter or by telephone 0912178511 during regular business hours.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Wolf".

**Robert C Wolf**  
Contracting Officer

<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES 1   15
1. REQUEST NO.	2. DATE ISSUED MAY 15, 11	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY AMERICAN EMBASSY KHARTOUM		6. DELIVER BY (Date) indefinite		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY		
NAME Mohammed Eltayeb		TELEPHONE NUMBER AREA CODE: 249 NUMBER: 912178511		<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
8. TO:		9. DESTINATION		
a. NAME	b. COMPANY	a. NAME OF CONSIGNEE American Embassy Khartoum		
c. STREET ADDRESS		b. STREET ADDRESS Kilo 10, Soba		
d. CITY		c. CITY Khartoum		
e. STATE		f. ZIP CODE		d. STATE
e. STATE		f. ZIP CODE		e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) May 22, 11		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

**11. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
01	Make ready residential apartment cleaning as per attached Scope Of Work.				
02	Villa	7			
03	Executive	13			
04	Midsize, MID	38			
	Standard, STD	14			

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached.

13. NAME AND ADDRESS OF QUOTER		14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER		16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS				AREA CODE	
c. COUNTY		a. NAME (Type or print)		NUMBER	
d. CITY		c. TITLE (Type or print)			
e. STATE		f. ZIP CODE			

1. **BPA Number**  
The American Embassy Khartoum invites you to enter into this BPA that establishes the terms and conditions applicable to future purchases of:

**Residential Make Ready Cleaning**

2. **Expiration Date:**

BPA expires on **August 31, 2012**

3. **Embassy Estimate:**

The Embassy estimates that the volume of purchases through this agreement will be **\$ 50,000.00**

4. **Terms and Conditions:**

- The Embassy is **not** obligated to purchase any definite amount under this agreement.
- No single purchase will exceed USD \$ **3,000** or the equivalent in local currency.
- The total amount ordered under this agreement will not exceed **\$70,000** or the equivalent in local currency.
- The prices to the Government shall be as low as 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:

<b>Name</b>	<b>Job Title</b>	<b>Dollar Limitation</b>
<b>Sheila-Anne Ebert</b>	<b>A/GSO</b>	<b>\$ 3,000.00</b>
<b>Eltigani Soliman</b>	<b>Leasing</b>	<b>\$ 3,000.00</b>
<b>Magdi Jadallah</b>	<b>Procurement</b>	<b>\$ 3,000.00</b>

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:



## **Scope of Work:**

Contractor shall provide thorough cleaning services for U.S. government houses to include sweeping and mopping floors, taking out trash, cleaning toilets and sinks, sanitizing refrigerators, freezers, and ovens with bleach, cleaning windows, vacuuming and shampooing carpets and rugs, and other cleaning tasks as are needed to make property broom clean for occupancy.

## MANAGEMENT AND SUPERVISION

1. Contractor shall have all employees working in this service wear the company Badge and a presentable uniform.
2. The contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with the U.S Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S Government staff. The supervisor shall have supervision as HIS/HER sole function.
3. The Contractor shall maintain discipline at the site and shall take all responsible precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.
4. Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
5. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also include is participation in disruptive activities, which interfere with normal and efficient Government operations.
6. Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
7. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
8. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records;
9. Unauthorized use of Government property, theft, vandalism, or immoral conduct;

- 10. Unethical or improper use of official authority or credentials;
- 11. Security violations; or,
- 12. organizing or participating in gambling in any form

Contractor shall be prepared to mobilize within 24 hours notice, seven days a week, including holidays.

Approximate size of residence to be cleaned is listed below with schedule of prices (template).

Contractor shall be expected to furnish **equipment** for shampooing/steam cleaning upholstered furniture. THIS IS ESSENTIAL.

Contractor shall provide a fixed price for servicing a house and submit one bill at the end of the month itemizing services.

Estimated number of houses to be cleaned per year is 30-40.

**Schedule of costs per houses to be cleaned:**

Type of unit	Quantity	Size (SQM)	Number of Rooms	Bathrooms	Unit Cost
Villa	7	250-450	4-6	3-5	
Executive	13	200-249	3-4	3-4	
Mid-Size (MID)	38	150-199	2-3	2-3	
Standard (STD)	14	0-149	2-3	2-3	
<b>Total</b>	<b>72</b>				

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS  
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES  
(Current thru FAC 2005-23)**

**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>

**FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (FEB 2007) of 52.212-4 applies if the order is time-and-materials or labor-hour)	FEB 2007
52.228-4	Workers’ Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984
52.245-2	Government Property Installation Operation Services [this clause is required because CCR is required]	JUNE 2007

The following clauses are provided in full text:

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (DEC 2007)**

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

	Clause Number and Title
	(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). <i>[Check if order exceeds \$100,000]</i>
	(2) – (16) [Reserved].
	(17) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212). <i>[Check if the following apply: for supplies, the order exceeds \$100,000 and is awarded to a U.S. firm. For services, the order exceeds \$100,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212). <i>[Check if you have included the clause 52.222-35]</i>
	(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201) <i>[Check if the order is for services and the amount exceeds \$100,000]</i>
√	(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) <i>[Check for all orders]</i>
	(24)(i) Alternate I of 52.222-50 <i>[Check if the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons that apply to contractor employees]</i>
	(25) – (29) [Reserved].
	(30) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). <i>[Check if the order is for supplies or services that involve the acquisition of supplies and the amount exceeds \$193,000]</i>
√	(31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). <i>[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized]</i>

	<i>by OFAC]</i>
	(32) – (35) [Reserved].
√	(36) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). <i>[Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
	(37) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has <u>not</u> registered in the CCR]</i>
	(38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by a third party, e.g., purchase card]</i>
	(39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). <i>[Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i>
	(40)(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). <i>[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]</i>
	(ii) Alternate I (APR 2003) of 52.247-64. <i>[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial items, 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:

	<b>Clause Number and Title</b>
	(1) – (6) [Reserved].
	(5) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)). <i>[Check if order is for services that involve business operations conducted in U.S. coin and currency, including vending machines]</i>

(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 clauses in this paragraph (c), applicable to commercial items, 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:

	Clause Number and Title
	(1) – (6) [Reserved].
	(5) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)). <i>[Check if order is for services that involve business operations conducted in U.S. coin and currency, including vending machines]</i>

(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.

(End of clause)

## TERMS & CONDITIONS FOR BLANKET PURCHASE

### **13.303 Blanket purchase agreements (BPAs).**

#### **13.303-1 General.**

(a) A blanket purchase agreement (BPA) is a simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources of supply (see [Subpart 16.7](#) for additional coverage of agreements).

(b) BPAs should be established for use by an organization responsible for providing supplies for its own operations or for other offices, installations, projects, or functions. Such organizations, for example, may be organized supply points, separate independent or detached field parties, or one-person posts or activities.

(c) The use of BPAs does not exempt an agency from the responsibility for keeping obligations and expenditures within available funds.

#### **13.303-2 Establishment of BPAs.**

(a) The following are circumstances under which contracting officers may establish BPAs:

(1) There is a wide variety of items in a broad class of supplies or services that are generally purchased, but the exact items, quantities, and delivery requirements are not known in advance and may vary considerably.

(2) There is a need to provide commercial sources of supply for one or more offices or projects in a given area that do not have or need authority to purchase otherwise.

(3) The use of this procedure would avoid the writing of numerous purchase orders.

(4) There is no existing requirements contract for the same supply or service that the contracting activity is required to use.

(b) After determining a BPA would be advantageous, contracting officers shall—

(1) Establish the parameters to limit purchases to individual items or commodity groups or classes, or permit the supplier to furnish unlimited supplies or services; and

(2) Consider suppliers whose past performance has shown them to be dependable, who offer quality supplies or services at consistently lower prices, and who have provided numerous purchases at or below the simplified acquisition threshold.

(c) BPAs may be established with—

(1) More than one supplier for supplies or services of the same type to provide maximum practicable competition;

(2) A single firm from which numerous individual purchases at or below the simplified acquisition threshold will likely be made in a given period; or

(3) Federal Supply Schedule contractors, if not inconsistent with the terms of the applicable schedule contract.

(d) BPAs should be prepared without a purchase requisition and only after contacting suppliers to make the necessary arrangements for—

(1) Securing maximum discounts;

(2) Documenting individual purchase transactions;

(3) Periodic billings; and

(4) Incorporating other necessary details.

### **13.303-3 Preparation of BPAs.**

Prepare BPAs on the forms specified in 13.307. Do not cite accounting and appropriation data (see 13.303-5(e)(4)).

(a) The following terms and conditions are mandatory:

(1) *Description of agreement.* A statement that the supplier shall furnish supplies or services, described in general terms, if and when requested by the contracting officer (or the authorized representative of the contracting officer) during a specified period and within a stipulated aggregate amount, if any.

(2) *Extent of obligation.* A statement that the Government is obligated only to the extent of authorized purchases actually made under the BPA.

(3) *Purchase limitation.* A statement that specifies the dollar limitation for each individual purchase under the BPA (see 13.303-5(b)).

(4) *Individuals authorized to purchase under the BPA.* A statement that a list of individuals authorized to purchase under the BPA, identified either by title of position or by name of individual, organizational component, and the dollar limitation per purchase for each position title or individual shall be furnished to the supplier by the contracting officer.

(5) *Delivery tickets.* A requirement that all shipments under the agreement, except those for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information:

(i) Name of supplier.

(ii) BPA number.

(iii) Date of purchase.

(iv) Purchase number.

(v) Itemized list of supplies or services furnished.

(vi) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).

(vii) Date of delivery or shipment.

(6) *Invoices.* One of the following statements shall be included (except that the statement in paragraph (a)(6)(iii) of this subsection should not be used if the accumulation of the individual invoices by the Government materially increases the administrative costs of this purchase method):

(i) A summary invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipt copies of the delivery tickets.

(ii) An itemized invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. These invoices need not be supported by copies of delivery tickets.

(iii) When billing procedures provide for an individual invoice for each delivery, these invoices shall be accumulated, provided that—

(A) A consolidated payment will be made for each specified period; and

(B) The period of any discounts will commence on the final date of the billing period or on the date of receipt of invoices for all deliveries accepted during the billing period, whichever is later.

(iv) An invoice for subscriptions or other charges for newspapers, magazines, or other periodicals shall show the starting and ending dates and shall state either that ordered subscriptions have been placed in effect or will be placed in effect upon receipt of payment.

(b) If the fast payment procedure is used, include the requirements stated in 13.403.

#### **13.303-4 Clauses.**

(a) The contracting officer shall insert in each BPA the clauses prescribed elsewhere in this part that are required for or applicable to the particular BPA.

(b) Unless a clause prescription specifies otherwise (*e.g.*, see 22.305(a), 22.605(a)(5), or 22.1006), if the prescription includes a dollar threshold, the amount to be compared to that threshold is that of any particular order under the BPA.

#### **13.303-5 Purchases under BPAs.**

(a) Use a BPA only for purchases that are otherwise authorized by law or regulation.

(b) Individual purchases shall not exceed the simplified acquisition threshold. However, agency regulations may establish a higher threshold consistent with the following:

(1) The simplified acquisition threshold and the \$5.5 million limitation for individual purchases (\$11 million for purchases entered into under the authority of 12.102(f)(1)) do not apply to BPAs established in accordance with 13.303-2(c)(3).

(2) The limitation for individual purchases for commercial item acquisitions conducted under Subpart 13.5 is \$5.5 million (\$11 million for acquisitions as described in 13.500(e)).

(c) The existence of a BPA does not justify purchasing from only one source or avoiding small business set-asides. The requirements of 13.003(b) and Subpart 19.5 also apply to each order.

(d) If, for a particular purchase greater than the micro-purchase threshold, there is an insufficient number of BPAs to ensure maximum practicable competition, the contracting officer shall—

(1) Solicit quotations from other sources (see 13.105) and make the purchase as appropriate; and

(2) Establish additional BPAs to facilitate future purchases if—

(i) Recurring requirements for the same or similar supplies or services seem likely;

(ii) Qualified sources are willing to accept BPAs; and

(iii) It is otherwise practical to do so.

(e) Limit documentation of purchases to essential information and forms as follows:

(1) Purchases generally should be made electronically, or orally when it is not considered economical or practical to use electronic methods.

(2) A paper purchase document may be issued if necessary to ensure that the supplier and the purchaser agree concerning the transaction.

(3) Unless a paper document is issued, record essential elements (*e.g.*, date, supplier, supplies or services, price, delivery date) on the purchase requisition, in an informal memorandum, or on a form developed locally for the purpose.

(4) Cite the pertinent purchase requisitions and the accounting and appropriation data.

(5) When delivery is made or the services are performed, the supplier's sales document, delivery document, or invoice may (if it reflects the essential elements) be used for the purpose of recording receipt and acceptance of the supplies or services. However, if the purchase is assigned to another activity for administration, the authorized Government representative shall document receipt and acceptance of supplies or services by signing and dating the agency specified form after verification and after notation of any exceptions.

### **13.303-6 Review procedures.**

(a) The contracting officer placing orders under a BPA, or the designated representative of the contracting officer, shall review a sufficient random sample of the BPA files at least annually to ensure that authorized procedures are being followed.

(b) The contracting officer that entered into the BPA shall—

(1) Ensure that each BPA is reviewed at least annually and, if necessary, updated at that time; and

(2) Maintain awareness of changes in market conditions, sources of supply, and other pertinent factors that may warrant making new arrangements with different suppliers or modifying existing arrangements.

(c) If an office other than the purchasing office that established a BPA is authorized to make purchases under that BPA, the agency that has jurisdiction over the office authorized to make the purchases shall ensure that the procedures in paragraph (a) of this subsection are being followed.

### **13.303-7 Completion of BPAs.**

An individual BPA is considered complete when the purchases under it equal its total dollar limitation, if any, or when its stated time period expires.

### **13.303-8 Optional clause.**

The clause at [52.213-4](#), Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items), may be used in BPAs established under this section.

### **13.304 [Reserved]**

### **13.305 Imprest funds and third party drafts.**

#### **13.305-1 General.**

Imprest funds and third party drafts may be used to acquire and to pay for supplies or services. Policies and regulations concerning the establishment of and accounting for imprest funds and third party drafts, including the responsibilities of designated cashiers and alternates, are contained in Part IV of the Treasury Financial Manual for Guidance of Departments and Agencies, Title 7 of the GAO Policy and Procedures Manual for Guidance of Federal Agencies, and the agency implementing regulations. Agencies also shall be guided by the Manual of Procedures and Instructions for Cashiers, issued by the Financial Management Service, Department of the Treasury.

#### **13.305-2 Agency responsibilities.**

Each agency using imprest funds and third party drafts shall—

(a) Periodically review and determine whether there is a continuing need for each fund or third party draft account established, and that amounts of those funds or accounts are not in excess of actual needs;

(b) Take prompt action to have imprest funds or third party draft accounts adjusted to a level commensurate with demonstrated needs whenever circumstances warrant such action; and

(c) Develop and issue appropriate implementing regulations. These regulations shall include (but are not limited to) procedures covering—

- (1) Designation of personnel authorized to make purchases using imprest funds or third party drafts;
- and
- (2) Documentation of purchases using imprest funds or third party drafts, including documentation of—
    - (i) Receipt and acceptance of supplies and services by the Government;
    - (ii) Receipt of cash or third party draft payments by the suppliers; and
    - (iii) Cash advances and reimbursements.

**13.305-3 Conditions for use.**

Imprest funds or third party drafts may be used for purchases when—

- (a) The imprest fund transaction does not exceed \$500 or such other limits as have been approved by the agency head;
- (b) The third party draft transaction does not exceed \$2,500, unless authorized at a higher level in accordance with Treasury restrictions;
- (c) The use of imprest funds or third party drafts is considered to be advantageous to the Government; and
- (d) The use of imprest funds or third party drafts for the transaction otherwise complies with any additional conditions established by agencies and with the policies and regulations referenced in 13.305-1.

**13.305-4 Procedures.**

- (a) Each purchase using imprest funds or third party drafts shall be based upon an authorized purchase requisition, contracting officer verification statement, or other agency approved method of ensuring that adequate funds are available for the purchase.
- (b) Normally, purchases should be placed orally and without soliciting competition if prices are considered reasonable.
- (c) Since there is, for all practical purposes, simultaneous placement of the order and delivery of the items, clauses are not required for purchases using imprest funds or third party drafts.
- (d) Forms prescribed at 13.307(e) may be used if a written order is considered necessary (e.g., if required by the supplier for discount, tax exemption, or other reasons). If a purchase order is used, endorse it "Payment to be made from Imprest Fund" (or "Payment to be made from Third Party Draft," as appropriate).
- (e) The individual authorized to make purchases using imprest funds or third party drafts shall—
  - (1) Furnish to the imprest fund or third party draft cashier a copy of the document required under paragraph (a) of this subsection annotated to reflect—
    - (i) That an imprest fund or third party draft purchase has been made;
    - (ii) The unit prices and extensions; and
    - (iii) The supplier's name and address; and
  - (2) Require the supplier to include with delivery of the supplies an invoice, packing slip, or other sales instrument giving—
    - (i) The supplier's name and address;
    - (ii) List and quantity of items supplied;
    - (iii) Unit prices and extensions; and
    - (iv) Cash discount, if any.