

to the port specified, depending upon steamer services available at the time.

(d) The export marks shall be stenciled on one side of each box reserved for that purpose, and the appropriate case number stenciled in the lower left-hand corner of the same side. The contract and, as necessary, order numbers, net and gross weights in kilograms shall be stenciled on the same side. However, if the size of the box is too small to accommodate all stenciling on one side, the contract and order numbers and weights may be stenciled on the side opposite that used for the export marks and case number.

(e) The contract and, as necessary, order numbers must appear on all containers and papers relating to this clause.

(End of clause)

[53 FR 26177, July 11, 1988; 53 FR 36462, Sept. 20, 1988, as amended at 59 FR 66772, Dec. 28, 1994; 64 FR 43634, Aug. 11, 1999]

652.242-73 Authorization and Performance.

As prescribed in 642.271(b), insert a clause substantially the same as follows:

AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:
(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

Alternate I (AUG 1999). If the contract is for overseas local guard services, as prescribed in 642.271(b), substitute the following paragraphs (a)(1) and (a)(2) for paragraphs (a)(1) and (a)(2) of the basic clause:

(a)(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed, or will obtain such authorization before performance of this contract begins;

(a)(2) That it has obtained all necessary licenses and permits required to perform this contract, or will obtain such licenses and

permits before performance of this contract begins;

[64 FR 43634, Aug. 11, 1999]

652.243-70 Notices.

As prescribed in 643.104-70, insert the following clause:

NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

(End of clause)

[64 FR 43634, Aug. 11, 1999]

PART 653—FORMS

Sec.

653.000 Scope of part.

Subpart 653.1—General

653.101 Requirements for use of forms.

653.101-70 Policy.

653.110 Continuation sheets.

Subpart 653.2—Prescription of Forms

653.200 Scope of subpart.

653.213 Simplified acquisition procedures (SF's 18, 30, 44, 1165, OF's 347, 348).

653.217 Special contracting methods.

653.217-70 DOS form DS-1921, Award/Modification of Interagency Acquisition Agreement.

653.219 Small business programs.

653.219-70 DOS form DS-1910, Small Business Agency Review—Actions Above the Simplified Acquisition Threshold.

Subpart 653.3—Illustrations of Forms

653.300 Scope of subpart.

653.303 Agency forms.

653.302.127 Optional Form 127, Receiving and Inspection Report.

653.302.206 Optional Form 206, Purchase Order, Receiving Report and Voucher.

653.302.206A Optional Form 206A, Purchase Order, Receiving Report and Voucher—Continuation Sheet.

653.303-DS-1771 Department of State Form (DS) 1771, Contractor Evaluation Statement.

653.303-DST-1089 Department of State Form 1089, Order—Supplies or Services.

AUTHORITY: 40 U.S.C. 486(c); 22 U.S.C. 2658.

653.000

SOURCE: 53 FR 26180, July 11, 1988, unless otherwise noted.

653.000 Scope of part.

This part prescribes DOSAR forms in addition to those provided in FAR Part 53.

Subpart 653.1—General

653.101 Requirements for use of forms.

653.101-70 Policy.

The forms in FAR subpart 53.2 or in subpart 653.2 shall be used as prescribed therein, except when the use of any form is prohibited by or inconsistent with local laws, or the supplies or services could not be obtained if the form were used. The contracting officer shall justify the exclusion of any form in accordance with FAR subpart 1.4 and 601.470.

653.110 Continuation sheets.

The provisions of FAR 53.110 also apply to forms prescribed in the DOSAR.

Subpart 653.2—Prescription of Forms

653.200 Scope of subpart.

This subpart prescribes or references optional and DOS forms for use in acquisition. Consistent with FAR 53.200, this subpart is arranged by subject matter, in the same order as and keyed to the parts of the DOSAR in which the form usage requirements are addressed.

48 CFR Ch. 6 (10-1-03 Edition)

653.213 Simplified acquisition procedures (SF's 18, 30, 44, 1165, OF's 347, 348).

653.217 Special contracting methods.

653.217-70 DOS form DS-1921, Award/Modification of Interagency Acquisition Agreement.

As prescribed in 617.504-70(b)(5)(i), DS-1921 is prescribed for use when awarding or modifying Economy Act Interagency Acquisition Agreements where the Department is the requesting agency.

[59 FR 66773, Dec. 28, 1994]

653.219 Small business programs.

653.219-70 DOS form DS-1910, Small Business Agency Review—Actions Above the Simplified Acquisition Threshold.

As prescribed in 619.501(c), DS-1910 is prescribed for use in documenting set-aside decisions.

[64 FR 43634, Aug. 11, 1999]

Subpart 653.3—Illustrations of Forms

653.300 Scope of subpart.

This subpart contains illustrations of forms prescribed in the DOSAR but not illustrated in FAR Subpart 53.3.

653.303 Agency forms.

This section illustrates the DOS forms that are specified by the DOSAR for use in acquisitions. The forms are illustrated in numerical order. The subsection numbers correspond with the DOS form numbers.

653.302.206 OPTIONAL FORM 206, PURCHASE ORDER,
RECEIVING REPORT AND VOUCHER

Firm approved by Comptroller General, U.S. March 19, 1953					PURCHASE ORDER, RECEIVING REPORT AND VOUCHER (For use in foreign countries only)		D.O. Vou. No.		
Department or Establishment U. S.					Purchase Order No.		Bu. Vou. No.		
Prepared at		(place)		(date)		PAID BY			
Purchaser THE UNITED STATES GOVERNMENT, DR.									
Seller (Payee)									
Address of seller									
Contract No. (dated)									
Order is hereby placed with the above-named seller for the articles or services described below, to be furnished:									
To				at					
ITEM NOS.	ARTICLES OR SERVICES	QUANTITY	UNIT PRICE		AMOUNT				
			Cost	Per					
Use continuation sheet(s) if necessary -									
Ordering Officer (Signature)			Approp.		Funds Available:				
			Allot.						
Name:			Obl. No.		Name:				
Title:			Amt.		Title:				
					TOTAL				
I certify that the ordered items listed were received on _____ (date) except as follows:			PAYMENT: <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		Amount billed, as per attached bill(s)				
Signature					Differences				
Name:					Amount verified correct for				
Title:					Prepayment Audit (Signature or initials)				
Approved for			Pursuant to authority vested in me, I certify this voucher correct and proper for payment.						
\$			Signature of Authorized Certifying Officer						
Exchange rate			Name:						
to \$			Title:						
ACCOUNTING CLASSIFICATION									
Fund	Allotment	Oblig. No.	Paying Office	Date Paid	Object	Amount			
P Check No. dated _____, 19 _____, for \$ _____ on Treasurer of United States.									
A Check No. dated _____, 19 _____, for _____ on _____									
D Cash on _____ 19 _____		Payee							
B		Title of Payee:							
Y									

OPTIONAL FORM 206
(FORMERLY FS-455)
MARCH 1975
DEPT. OF STATE

50206-101

IMPORTANT NOTICE TO SELLER

1. The entering office is exempt from taxes.
2. The invoices must be submitted in two copies. Carriers' invoices covering transportation and/or accessorial services shall show on the original the following certification statement, manually signed by the vendor or his authorized representative and dated: "I certify that the above bill is correct and just and that payment therefor has not been received."
3. The order number shown in the upper right hand corner of this purchase order must be shown on your invoices.
4. All communications concerning this order must refer to order number and be addressed to the originating office.
5. Discount terms, if any, must be shown on all bills.

**653.303-DS-1771 DEPARTMENT OF STATE FORM (DS) 1771,
CONTRACTOR EVALUATION STATEMENT
DEPARTMENT OF STATE**

WASHINGTON, D.C. 20520

CONTRACTOR EVALUATION STATEMENT

(If additional space is required, continue on blank paper, referencing items by number)	Date Prepared
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NOTE: The information contained on this form is for the internal use of the Department of State and shall not be disclosed outside the Department except as authorized by the Assistant Secretary of State for Administration

TO: Chief Contract Section OPR/ST/P, Room 530, 5A6 Washington, D.C. 20520	FROM: (Name and location of program office)
Name and Address of Contractor	Contract No.

I. EVALUATION OF CONTRACTOR'S PERFORMANCE

1. Explain the contractor's performance as compared to the requirements of the statement of work and its proposal, including quantity, quality, and timeliness of work done.

2. Explain relationship of contractor's personnel to the Department and other parties involved in the performance of the contract. (Did contractor's personnel conduct themselves in a professional and businesslike manner? Did they respond in a constructive way for problems and difficulties as they arose? Was there stability in the leadership and personnel assigned to the contractor or were there numerous changes?)

3. Did contractor report on progress in a timely and thorough manner as called for by the contract?
 Yes No (Explain)

4. Did contractor perform within the cost structure of the contract? Yes No (Explain)

5. To what extent was the final product of the contractor, including data and conclusions, responsive to the stated purpose of the contract?

6. How do you rate the contractor's overall performance?
 Excellent Satisfactory Less Than Satisfactory (Explain)

7. Do you recommend that the contractor be used again? Yes No (Explain)

II. EVALUATOR

Typed name and title of Technical Project Officer	Signature	Date Signed
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III. APPROVAL (By Deputy Assistant Secretary/Major Office Director)

Typed name and title of approving official	Signature	Date Approved
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FORM DS-1771
3-78

**653.303-DST-1089 DEPARTMENT OF STATE FORM 1089,
ORDER—SUPPLIES OR SERVICES**

DEPARTMENT OF STATE
WASHINGTON, DC 20520
ORDER — SUPPLIES OR SERVICES
(Subject to terms and conditions on reverse side)

Page _____ of _____ Pages

ORDER NUMBER MUST APPEAR ON ALL PACKAGES AND RELATED PAPERS.										ATTENTION: _____	
1 Form 2 CONTRACT NUMBER										PHONE: _____	
3 C 4 DEST 5 PSC 6 SHIPPING INSTRUCTIONS 7 ORDER NUMBER											
8 Comm 9 GBL NUMBER 10 Type 11 Date P 12 REQ OFFICE 13 Date Rec AI 14 Date Sig											
15 DESCRIPTION										16 AMOUNT	
17 APPROPRIATION ALLOTMENT OBLIG ORG FUNC OBJ S OBJ											
18 CONTRACTOR TO: _____ DUNS ID: _____										19 CONSIGNEE AND DESTINATION	
										S H I P T O	
										20 ULTIMATE DESTINATION	
										ZIP	
LINE ITEM	CATALOG/NSN	S. ID	SUPPLIES OR SERVICES				Delivery Date	U O I	NO OF UNITS	UNIT PRICE	TOTAL
21. FOB POINT/FAS POINT			22. DISCOUNT			23. ISSUER'S NAME			24. ISSUER'S PHONE		
BILLING INSTRUCTIONS											
Contractor's invoice shall be submitted in an original and one copy to: Office of Finance — General Claims P.O. Box 9487 Rosslyn Station Arlington, VA 22209						cost and total amount. Contractor must furnish signed receipt from transportation carrier as proof that shipment has been forwarded.					
Invoices must show the Department's 10 digit order number, time payment discount (even if net), description of each item, quantity, unit						When Contractor is requested to prepay transportation charges against an F.O.B. order, such charges are to be added as a separate item to the invoice and must be supported by a paid transportation receipt. If shipment via APO, furnish postal receipts.					
25. CONTRACTING/ORDERING OFFICER											
Signature _____						Date _____					

FORM DST - 1099-4-81

ORIGINAL CONTRACTOR

TERMS AND CONDITIONS APPLICABLE TO PURCHASE ORDER

Note: If a contract number is shown, Terms and Conditions of the applicable contract shall apply to this Delivery Order which is issued pursuant thereto.

1. INSPECTION AND ACCEPTANCE - Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the Government.

2. VARIATION IN QUANTITY - No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. DISCOUNTS - (a) Time discounts will be computed from: (1) date of delivery of the supplies to carrier when delivery and acceptance are at the point of origin, (2) date of delivery at destination or port of embarkation, when delivery and acceptance are at either of those points, or (3) date a proper invoice or voucher is received in the office specified by the Government, if the latter date is later than the date of delivery. (b) Payment will be deemed to have been made on the date which appears on payment checks.

4. DISPUTES - (This contract is governed by the Contract Disputes Act of 1978 (Public Law 95-563 "the Act"). The Act provides administrative procedures for the submittal, analysis, negotiation, and if necessary, litigation of claims relating to this contract. The parties to this contract must comply with certain time restrictions on rendering of contracting officer decisions on claims, and on the appeal of those decisions. Further details on the rights and remedies under the Act may be found in the Federal Procurement Regulations at 1-1.318.4.

5. FOREIGN SUPPLIES - This contract is subject to the Buy American Act (41 U.S.C. 10 a-d) as implemented by Executive Order 10582 of December 17, 1954, and any restrictions in appropriation acts on the procurement of foreign supplies.

6. CONVICT LABOR - In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence or imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c) (2)) and Executive Order 11775, December 29, 1973.

7. OFFICIALS NOT TO BENEFIT - No member of or Delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but

this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

8. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fees, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9. FEDERAL, STATE, AND LOCAL TAXES - Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties in effect on the date of this contract but does not include any taxes from which the Government, the contractor or this transaction is exempt. Upon request of the Contractor, the Government shall furnish a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the contract price pursuant to this clause. For the purpose of this clause, the term "date of this contract" means the date of the contractor's quotation or, if no quotation, the date of this Purchase Order.

10. SERVICE CONTRACT ACT OF 1965, As Amended (Service contracts not exceeding \$2,500) - Except to the extent that an exemption, variation, or tolerance would apply pursuant to 29 CFR 4.6 if this were a contract in excess of \$2,500, the Contractor and any sub-contractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended. All regulations and interpretations of the Service Contract Act of 1965 expressed by 29 CFR Part 4 are hereby incorporated by reference in this contract.

11. The following terms and conditions are applicable to purchases in excess of \$2,500: (a) Employment of the Handicapped - Federal Procurement Regulation, Temporary Regulation 38, dated May 26, 1976. (b) Contract Work Hours and Safety Standards Act - Overtime Compensation Section - Federal Procurement Regulation 1-12.303. (c) Service Contract Act of 1965 - (Services contracts in excess of \$2,500) Federal Procurement Regulation 1-12.904-1.

MARKING INSTRUCTIONS

CONTAINERS OR PACKAGES shall be plainly marked to show the order number, brief description of contents, including form number, if any, quantity and vendor's name.

Receiving clerk may reject any deliveries which do not bear such identification.

SHIPPING DOCUMENTS AND CORRESPONDENCE

All shipping documents and correspondence pertaining to this order (except invoices as stated below) shall be referred or forwarded to

the person and organization who signed the order. Such documents MUST refer to the departments order number.