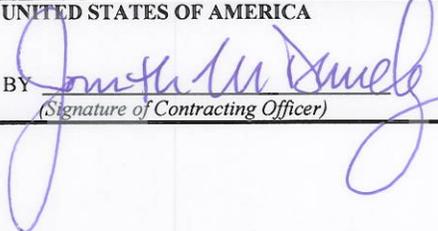


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. A001		3. EFFECTIVE DATE 8/31/15		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY AMERICAN EMBASSY NEW DELHI 9000 NEW DELHI PL, ATTN: S/GSO WASHINGTON, DC 20521-9000 UNITED STATES			CODE	7. ADMINISTERED BY (If other than Item 6) AMERICAN EMBASSY NEW DELHI 9000 NEW DELHI PL, ATTN: S/GSO WASHINGTON, DC 20521-9000 UNITED STATES		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO.		
				9b. DATED (SEE ITEM 11)		
				10a. MODIFICATION OF CONTRACT/ORDER NO. S-IN65015Q0124		
				10b. DATED (SEE ITEM 13) August 19, 2015		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) To extend bidding date for two days (New Delhi Times)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return the original copy to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
<p>The Purpose of this amendment is for the following:</p> <p>1. To Extend Bidding Date and time for purchase of Toyota Coaster 25 Seater or Equivalent</p> <p>September 2, 2015 at 1400 hrs.</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER Jonathan M. Dennehy		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED 8/31/15	
BY _____ (Signature of person authorized to sign)			BY  (Signature of Contracting Officer)			



*American Embassy, New Delhi, India
Shanti Path, Chanakyapuri,
New Delhi-110021
Phone No. 91-11-24198728
Fax No. 91-11-24198278*

Solicitation No. S-IN65015Q0124

Dated: August 19, 2015

→ Name & address of Offeror

Issued by: M/GSO/Contracting

You are invited to quote your lowest prices for the listed services at the space provided and send it through email to newdelhibids@state.gov **no later than 1400 hours on August 31, 2015**. The Offeror must write their name, address and contact phone number on each page. The Contracting Officer shall provide additional information and/or clarifications concerning this solicitation.

Services - Description

Supply of vehicle as per Annexure –A

Vehicle cost: As per Cost Break Up - Annexure-B

\$/Rs. _____

On-road (within Delhi) Insurance will be paid by Embassy

1. In order to enable the Government to claim VAT refunds, the offerors shall indicate VAT separately. If VAT is indicated separately, the contractor shall furnish tax invoices in accordance with Delhi VAT regulations.
2. Delivery: Delivery within 120 days of the receipt of the confirm order and tax exemption documents.
3. This purchase shall be bound by the FAR & DOSAR clauses enclosed as Annexure-C. Upon request, the Contracting Officer will make their full text available. Also, the full text of clause may be accessed electronically at the address: <http://www.acqnet.gov/far>.

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

4. Award will be made to the **“Technically Acceptable Lowest Price”** offer. The U. S. Government reserves the right to reject any offer which is very low or high. **Your offer should be valid for at least 90 days from the submission date**. Once the Purchase Order is awarded, the prices shall hold good till the supply is completed.
5. In case of late receipt of offer, it shall be sole discretion of the Contracting Officer (CO), to accept or reject the offer.
6. The offer should be submitted **ONLY** at the e-mail ID newdelhibids@state.gov with the subject line as **“Solicitation No. S-IN65015Q0124”**.

Name of the Offeror _____

Signature _____ Dated _____

Telephone # _____ Fax# _____

Email ID: _____

Sincerely,

**Kris Arvind
Contracting Officer**

Annexure-A.

PASSENGER TOYOTA COASTER (25 SEATER) OR EQUIVALENT WITH EQUAL SPECIFICATION WITH DUAL AIR CONDITIONING, POWER STEERING, MANULA TRANSMISSION, ABS , AIR BAGS FOR DRIVER AND FRONT PASSENGER, BUCKET SEATS IN DIESEL.

Type of Van?	<input type="checkbox"/> Pax, <input type="checkbox"/> Box
Required Load Capacity? State.	4990Kg GVW
Right or Left Hand Drive?	<input checked="" type="checkbox"/> Right Hand, <input type="checkbox"/> Left Hand
Desired Make and Model?	Toyota Coaster Bus
Type Engine?	<input checked="" type="checkbox"/> Gas, <input type="checkbox"/> Diesel
Engine size?	<input type="checkbox"/> 6 Cylinder, <input checked="" type="checkbox"/> 4 Cylinder
Engine size? State displacement or KWH/PS.	4009 CC
Type of Transmission?	<input type="checkbox"/> Automatic, <input checked="" type="checkbox"/> 4 or 5 gear
Minimum wheel base? State.	3935 mm.
Number of Seats?	25+driver
Bench or Bucket Seats?	<input type="checkbox"/> Bench, <input checked="" type="checkbox"/> Bucket
Preferred Exterior Color	WHITE
Preferred Interior Color	WHITE
Vinyl or Cloth Seats?	<input type="checkbox"/> Vinyl, <input checked="" type="checkbox"/> Cloth
Entertainment? State Preference.	
Air Conditioning?	<input checked="" type="checkbox"/> Yes, <input type="checkbox"/> No
Rear Air Conditioning?	<input checked="" type="checkbox"/> Yes, <input type="checkbox"/> No
Tinted Glass?	<input type="checkbox"/> Yes, <input checked="" type="checkbox"/> No
Remote Locking?	<input checked="" type="checkbox"/> Yes, <input type="checkbox"/> No
Sunroof?	<input type="checkbox"/> Yes, <input checked="" type="checkbox"/> No
Trim Level?	<input checked="" type="checkbox"/> Basic, <input type="checkbox"/> Mid
Heated Mirrors	<input checked="" type="checkbox"/> Yes, <input type="checkbox"/> No
Heated Seats?	<input type="checkbox"/> Yes, <input checked="" type="checkbox"/> No
Side Airbags?	<input checked="" type="checkbox"/> Yes, <input type="checkbox"/> No
Front Airbags?	<input checked="" type="checkbox"/> Yes, <input type="checkbox"/> No
Spare Tire?	<input checked="" type="checkbox"/> Full Size, <input type="checkbox"/> Temp.
Trailer Hitch?	<input type="checkbox"/> Yes, <input checked="" type="checkbox"/> No
Delivery Point?	NEW DELHI
Reverse Camera view with display	<input checked="" type="checkbox"/> Yes, <input type="checkbox"/> No
Please list any options or required items not covered above: POWER STEERING	

Annexure-B

➔ **IMPORTANT INSTRUCTIONS FOR OFFER SUBMISSION:**

Currency of offer submission

- All offshore offers must submit their quote in United States Dollars USD \$
- Local offerors can submit their offers in either Indian Rupees (INR) or United States Dollars(USD \$)
- This will be a firm fixed price Contract with no additional charges for currency fluctuation

Kindly submit following documents along with your offer:

- Technical catalogue/data sheet of the offered product along with your offer
- List of clients along with their contact details where you have supplied similar type of vehicles.
- Delivery time: As per manufacturer's schedule.

Other Requirement

- DUNS number of your company and Proof of being registered on SAM (System for Award Management). If not already registered offeror must initiate the process of obtaining DUNS number and being registered on SAM. Order will not be placed on a supplier who is not registered on SAM, as it is mandatory to have the DUNS number for the purpose releasing supplier payment
- Custom Duty: US Embassy is exempt from custom duty, relevant exemption Documents for the same will be provided.
- Excise Duty and Central Sales Tax (CST): Applicable for vendors operating within India. American Embassy is exempt from the same. Relevant exemption Documents for the same will be provided.

Kindly prepare your quotations clearly giving break up of **Excise Duty and CST**.

Cost Break Up

- A) Vehicle Cost -----
- B) Offshore Suppliers -----
 - b1) freight and insurance up to New Delhi, India -----
- C) Local supplier -----
 - c1) freight delivered at American Embassy, New Delhi -----
 - c2) unloading at American Embassy, New Delhi -----

D) VAT (for local suppliers)	-----
E) Excise Duty	-----
F) CST	-----
Total Cost including (A+B) for offshore suppliers	-----
Total Cost including A+C+D+E+F (for local suppliers only)	-----

Evaluation Factors:

- Award will be made to the “Lowest Price Technically Acceptable” offer. The U. S. Government reserves the right to reject any offer that is very low or high.
- Record of Satisfactory Past performance.

Terms and Conditions:

- If your proposal/ offer is accepted, American Embassy will issue a **U S Government purchase order**.
- Payment terms: Payment thru EFT within Net 30 days of receipt of vehicle with proper invoice at American Embassy, New Delhi.
- For any technical queries kindly e-mail Harpal Singh, at singhha2@state.gov by/before August 25, 2015. The answers to the queries will be shared with all prospective bidders. Any query received after August 25, 2015 will not be entertained.
- If any offer is received late, accepting or rejecting the offer shall be at the sole discretion of the Contracting Officer (CO)
- **The offer should be submitted electronically no later than 1400 hours local time on or before August 31, 2015 at – Newdelhibids@state.gov with subject line Request for Quote Number SIN650-15-Q-0124 for Purchase of Vehicle. *Please do not submit your quotations via courier.***
- Quotations received after the due date and time shall be dealt with in accordance with the procedures in FAR provision 52.212-1(f).

ANNEXURE – C

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:

<https://www.acquisition.gov/far>

DOSAR clauses may be accessed at:

<http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	SEPT 2013
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (applies to acquisitions above the micro purchase threshold)	DEC 2012
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor	APR 1984

	employees are covered by Defense Base Act insurance)	
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

The following 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:
- __ (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

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for	JUL 1988

	supplies to be delivered to an overseas post)	
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (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)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is "	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts

when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)