



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

Solicitation No. S-IN650-15-Q-0013

Dated: December 1, 2014

Name & address of Offeror

Issued by: M/GSO/Contracting

You are invited to submit best offer for the below listed services at the space provided and send it through email to newdelhibids@state.gov or fax number 24198278, no later than 1400 hours on December 12, 2014. 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

American Embassy would like enter into an annual contract for servicing of photocopiers and fax machines under FSMA (Full service maintenance agreement) and annual (starts from the month of January) contract through a purchase order on following terms.

1. Copiers and fax machines are at different locations at American Embassy (Chanakyapuri, Shantipath) and American Center (Connaught Place).
2. Payment will be released on a monthly basis.
3. The quantities can be added or deleted on a one day notice as per the requirement.
4. The Embassy reserves the right to reject any or all offers and to delete any portion/or items of the solicitation. 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 for one year.
5. Company profile along with references where similar services are being provided.
6. In addition, include a detailed description and explanation, including staffing levels, of your daily service plan. Name, telephone number and email address of the contact person of the engineer level should also be provided at the time quote.
7. Vendor shall provide quote "per machine and per copy" basis.

Please send in your proposal with best prices, discounts offered and information on experience of similar services offered to other Embassies, hotel, corporate with name and contact details of the officials for a reference check. In addition, include a detailed description and explanation, including staffing levels, of your daily delivery plan.

Total: Rs. _____

Name of the Offeror _____

Sincerely,

Signature _____ **Dated** _____

Telephone # _____

Fax # _____

**Edith A. Davis
Contracting Officer**

		make		MODEL	LOCATION	copies
1	FSMA	Nashua	Copier	DSM 635	American Embassy (Chanakyapuri, Shantipath)	16500
2	FSMA	Nashua	Copier	4000B	American Embassy (Chanakyapuri, Shantipath)	12000
3	FSMA	Nashua	Copier	MP 6000	American Embassy (Chanakyapuri, Shantipath)	144000
4	FSMA	Nashua	Copier	MP 3350B	American Embassy (Chanakyapuri, Shantipath)	16000
5	FSMA	Nashua	Copier	DSM 635	American Embassy (Chanakyapuri, Shantipath)	60000
6	FSMA	Nashua	Copier	3740TD	American Embassy (Chanakyapuri, Shantipath)	12000
7	FSMA	Nashua	Copier	MP 4000B	American Embassy (Chanakyapuri, Shantipath)	12000
8	FSMA	Nashua	Copier	MPC 2500	American Embassy (Chanakyapuri, Shantipath)	8000
9	FSMA	Nashua	Copier	MPC 2500	American Embassy (Chanakyapuri, Shantipath)	4000
10	FSMA	Nashua	Copier	DSM 635	American Embassy (Chanakyapuri, Shantipath)	16500
11	FSMA	Nashua	Copier	5505	American Embassy (Chanakyapuri, Shantipath)	16000
12	FSMA	Nashua	Copier	3732TD	American Embassy (Chanakyapuri, Shantipath)	18000
13	FSMA	Nashua	Copier	3740TD	American	20000

					Embassy (Chanakyapuri, Shantipath)	
14	FSMA	Nashua	Copier	4545	American Embassy (Chanakyapuri, Shantipath)	16000
15	FSMA	Nashua	Copier	5505	American Embassy (Chanakyapuri, Shantipath)	144000
16	FSMA	Nashua	Copier	7505	American Embassy (Chanakyapuri, Shantipath)	144000
17	FSMA	Nashua	Copier	DSM 635	American Embassy (Chanakyapuri, Shantipath)	18000
18	FSMA	Nashua	Copier	DSM 651	American Embassy (Chanakyapuri, Shantipath)	100000
19	FSMA	Nashua	Copier	DSM 725	American Embassy (Chanakyapuri, Shantipath)	38500
20	FSMA	Nashua	Copier	DSM 730	American Embassy (Chanakyapuri, Shantipath)	36000
21	FSMA	Nashua	Copier	DSM 745	American Embassy (Chanakyapuri, Shantipath)	44000
22	FSMA	Nashua	Copier	DSM635	American Embassy (Chanakyapuri, Shantipath)	33000
23	FSMA	Nashua	Copier	DSM635	American Embassy (Chanakyapuri, Shantipath)	88000
24	FSMA	Nashua	Copier	MP 1600	American Embassy (Chanakyapuri, Shantipath)	36000
25	FSMA	Nashua	Copier	MP 2000	American Embassy (Chanakyapuri, Shantipath)	36000

26	FSMA	Nashua	Copier	MP 2500LN	American Center (Connaught Place).	12000
27	FSMA	Nashua	Copier	MP 2500LN	American Embassy (Chanakyapuri, Shantipath)	12000
28	FSMA	Nashua	Copier	MP 5500	American Embassy (Chanakyapuri, Shantipath)	120000
29	FSMA	Nashua	Copier	MP 5500	American Embassy (Chanakyapuri, Shantipath)	120000
30	FSMA	Nashua	Copier	MP3350B	American Embassy (Chanakyapuri, Shantipath)	12000
31	FSMA	Nashua	Copier	MP4000B	American Embassy (Chanakyapuri, Shantipath)	12000
32	FSMA	Nashua	Copier	MPC4502	American Embassy (Chanakyapuri, Shantipath)	30000
33	FSMA	Nashua	Copier	MPC4502	American Embassy (Chanakyapuri, Shantipath)	4000
34	FSMA	Sharp	Copier	SH AR 5631	American Embassy (Chanakyapuri, Shantipath)	36000
35	FSMA	Sharp	Copier	SH AR5520D	American Embassy (Chanakyapuri, Shantipath)	12000
36	FSMA	Sharp	Copier	SH AR5520D	American Embassy (Chanakyapuri, Shantipath)	12000
37	FSMA	Sharp	Copier	SH AR5631	American Embassy (Chanakyapuri, Shantipath)	36000
38	FSMA	Sharp	Copier	SH ARM207	American Embassy (Chanakyapuri,	12000

					Shantipath)	
39	FSMA	Sharp	Copier	SHARM420U	American Embassy (Chanakyapuri, Shantipath)	12000
40	FSMA	Nashua	Copier	MP 2500LN	American Embassy (Chanakyapuri, Shantipath)	12000
41	FSMA	Nashua	Copier	DSM 725	American Embassy (Chanakyapuri, Shantipath)	20000
42	FSMA	Nashua	Copier	MP4000AD	American Embassy (Chanakyapuri, Shantipath)	60000
43	FSMA	Nashua	Copier	MP 2500	American Center (Connaught Place).	20000
44	FSMA	Nashua	Copier	MP 2500	American Center (Connaught Place).	20000
45	FSMA	Nashua	Copier	MP 2500	American Center (Connaught Place).	20000
46	FSMA	Nashua	Copier	MP 2500	American Center (Connaught Place).	20000
47	FSMA	Nashua	Copier	MP 4001	American Embassy (Chanakyapuri, Shantipath)	120000
48	FSMA	Nashua	Copier	MPC2050	American Center (Connaught Place).	15000
49	FSMA	Nashua	Copier	MPC2050	American Center (Connaught Place).	2000
50	FSMA	Nashua	Copier	MP 1600	American Embassy (Chanakyapuri, Shantipath)	36000
51	FSMA	Nashua	Copier	DSM 616	American Embassy	33000

					(Chanakyapuri, Shantipath)	
52	FSMA	Nashua	Copier	DSM 651	American Embassy (Chanakyapuri, Shantipath)	48000
53	FSMA	Nashua	Copier	MP 2000	American Embassy (Chanakyapuri, Shantipath)	12000
54	FSMA	Nashua	Copier	MP 6000	American Embassy (Chanakyapuri, Shantipath)	12000
55	FSMA	Sharp	Copier	SH AR5631	American Embassy (Chanakyapuri, Shantipath)	36000
56	FSMA	Ricoh, W533MA50003	Copier		American Embassy (Chanakyapuri, Shantipath)	20000
57	FSMA	Nashua	Copier	3732TD	American Embassy (Chanakyapuri, Shantipath)	12000
58	FSMA	Nashua	Copier	3732TD	American Embassy (Chanakyapuri, Shantipath)	12000
59	FSMA	Nashua	Copier	3732TO	American Embassy (Chanakyapuri, Shantipath)	12000
60	FSMA	Nashua	Copier	MP 2500LN	American Embassy (Chanakyapuri, Shantipath)	12000
61	FSMA	Sharp	Copier	SH ARM420U	American Embassy (Chanakyapuri, Shantipath)	12000
62	FSMA	Sharp	Copier	SHARM420U	American Embassy (Chanakyapuri, Shantipath)	12000
63	FSMA	Sharp	Copier	SH MXM453N	American Embassy (Chanakyapuri, Shantipath)	36000
64	FSMA	Nashua	Copier	MP 3010	American	30000

					Embassy (Chanakyapuri, Shantipath)	
65	FSMA	Nashua	Copier	OSM 725	American Embassy (Chanakyapuri, Shantipath)	30000
66	FSMA	Sharp	Copier	SH AR5520	American Embassy (Chanakyapuri, Shantipath)	12000
67	FSMA	Sharp	Copier	SHAR5320N	American Embassy (Chanakyapuri, Shantipath)	36000
68	FSMA	NASHUA	COPIER		American Embassy (Chanakyapuri, Shantipath)	32000
		make		MODEL	LOCATION	COPIES
69	FSMA	Xerox	COPIERS	Xerox, 7428, black	American Embassy (Chanakyapuri, Shantipath)	12000
70	FSMA	Xerox	COPIERS	Xerox, 7428, Red	American Embassy (Chanakyapuri, Shantipath)	17000
71	FSMA	Xerox	COPIERS	Xerox 7765 ...	American Embassy (Chanakyapuri, Shantipath)	45000
72	FSMA	Xerox	COPIERS	Xerox 7765, BLACK &WHITE	American Embassy (Chanakyapuri, Shantipath)	50000
73	FSMA	Xerox	COPIERS	Xerox, 5740	American Embassy (Chanakyapuri, Shantipath)	38000
74	FSMA	Xerox	COPIERS	Xerox, 5740	American Embassy (Chanakyapuri, Shantipath)	24000
75	FSMA	Xerox	COPIERS	Xerox, 5740	American Embassy (Chanakyapuri, Shantipath)	30000

76	FSMA	Xerox	COPIERS	Xerox, 5740	American Embassy (Chanakyapuri, Shantipath)	30000
77	FSMA	Xerox	COPIERS	WC 7120, A3 color	American Center (Connaught Place).	4000
78	FSMA	Xerox	COPIERS	WC 7120, A3 Black and white	American Center (Connaught Place).	2000
79	FSMA	Xerox	COPIERS	WC 7120, A4 color	American Center (Connaught Place).	10000
80	FSMA	Xerox	COPIERS	WC 7120, A4 Black and white	American Center (Connaught Place).	5000
81	FSMA	Xerox	COPIERS	Color 550 Size A(3)/A4 Color	Circulation Section American Center, Basement	120000
82	FSMA	Xerox	COPIERS	Color 550 Size A (3)/A B & W	Circulation Section American Center, Basement	2500
83	FSMA	Xerox	COPIERS	NAYA MARG, CHANAKYAPURI	American Embassy (Chanakyapuri, Shantipath)	8000
84	FSMA	Xerox	COPIERS	STATES OF AMERICA	American Embassy (Chanakyapuri, Shantipath)	7000
85	FSMA	Xerox	COPIERS	CHANAKYAPURI	American Embassy (Chanakyapuri, Shantipath)	12000
86	FSMA	Xerox	COPIERS	GATE NO C CHANKAYAPURI	American Embassy (Chanakyapuri, Shantipath)	7000
87	FSMA	Xerox	COPIERS	I R M/PRINTS AND GRAPHICS, NEW DELHI	American Embassy (Chanakyapuri, Shantipath)	26000

88	FSMA	Xerox	COPIERS	NEW DELHI	Circulation Section American Center, Basement	85000
89	ANNUAL CONTRACT	Nashua		DSM 516	1	
90	ANNUAL CONTRACT	Brother	FAX	B F-2820	1	
91	ANNUAL CONTRACT	Brother	FAX	B F-2820	1	
92	ANNUAL CONTRACT	Brother	FAX	B F-2820	1	
93	ANNUAL CONTRACT	Brother	FAX	B F-2820	1	
94	ANNUAL CONTRACT	Nashua	FAX	F110	1	
95	ANNUAL CONTRACT	Brother	FAX	B F-2820	1	
96	ANNUAL CONTRACT	Brother	FAX	B F-2820	1	
97	ANNUAL CONTRACT	Brother	FAX	B F-2820	1	
98	ANNUAL CONTRACT	Brother	FAX	B F-2820	1	
99	ANNUAL CONTRACT	Nashua	Printer	CP 450+	1	
100	ANNUAL CONTRACT	Nashua	Printer	CP 450+	1	
101	ANNUAL CONTRACT	Nashua	FAX	F110	1	
102	ANNUAL CONTRACT	Nashua	FAX	F110	1	
103	ANNUAL CONTRACT	Nashua	FAX	F110	1	
104	ANNUAL CONTRACT	Nashua	FAX	F110	1	
105	ANNUAL CONTRACT	Nashua	FAX	N F-101	1	
106	ANNUAL CONTRACT	Nashua	FAX	N F-102	1	
107	ANNUAL CONTRACT	Nashua	FAX	NF -110	1	
108	ANNUAL CONTRACT	Nashua	FAX	P692	1	
109	ANNUAL CONTRACT	Nashua	FAX	P-692	1	

110	ANNUAL CONTRACT	Nashua	FAX	F110	1	
111	ANNUAL CONTRACT	Nashua	FAX	F110	1	
112	ANNUAL CONTRACT	Nashua	FAX	F 1190L	1	
113	ANNUAL CONTRACT	Nashua	FAX	F110	1	
114	ANNUAL CONTRACT	Nashua	FAX	F110	1	
115	ANNUAL CONTRACT	Nashua	FAX	F110	1	
116	ANNUAL CONTRACT	Nashua	FAX	F 101	1	
117	ANNUAL CONTRACT	Nashua	FAX	F110	1	
118	ANNUAL CONTRACT	Nashua	FAX	F110	1	
119	ANNUAL CONTRACT	Nashua	FAX	F110	1	
120	ANNUAL CONTRACT	Nashua	FAX	F 530	1	
121	ANNUAL CONTRACT	Nashua	FAX	F-101	1	
122	ANNUAL CONTRACT	Nashua	FAX	F110	1	
123	ANNUAL CONTRACT	Nashua	FAX	F 230	1	

*** Please quote VAT separately. *** Embassy is exempted from all the taxes.

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY
OVERSEAS CONTRACTING ACTIVITIES

(Current thru FAC 2005-73-75)

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 (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	MAY 2014
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
52.227-19	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 employees are covered by Defense Base Act insurance)	JUL 2014
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 (JUN 2014)

(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)"(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) 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).
- ___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ___ (12) 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).
- ___ (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 (May 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(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.
- ___ (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)(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.
- ___ (22) 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).
- ___ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ___ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (27) 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)).
- ___ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- ___ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- ___ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ___ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (36) 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.)

___ (37)(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.)

___ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).

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

___ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).

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

___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).

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

___ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (43) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

___ (44)(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.

___ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (46) 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).

___ (47) 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).

___ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (54) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer: check as appropriate.]

___ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 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).

___ (4) 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).

___ (5) 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).

___ (6) 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).

- ___ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).
- ___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- ___ (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) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (May 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) 52.222-26, 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 Labor Standards (May 2014) (41 U.S.C. chapter 67).

(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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xi) 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).

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

(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 (May 2014) (42 U.S.C. 1792). 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 supplies to be delivered to an overseas post)	JUL 1988
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)