



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

**Solicitation No. S-IN650-13-Q-0007**

**Dated: December 9, 2013**

**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](mailto:newdelhibids@state.gov) or fax number 24198278, no later than 1400 hours on December 20, 2013. 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	total number of COPIES
1	FSM A	FDA	Xerox	COPIERS	Xerox, 7428, black	American Embassy (Chanakyapuri, Shantipath)	12000
2	FSM A	FDA	Xerox	COPIERS	Xerox, 7428, Red	American Embassy (Chanakyapuri, Shantipath)	20000
3	FSM A	REPR ODU CTIO N	Xerox	COPIERS	Xerox 7765 ...	American Embassy (Chanakyapuri, Shantipath)	60000
4	FSM A	REPR ODU CTIO N	Xerox	COPIERS	Xerox 7765, BLACK &WHI TE	American Embassy (Chanakyapuri, Shantipath)	60000
5	FSM A	S/GS O OFFI CE	Xerox	COPIERS	Xerox, 5740	American Embassy (Chanakyapuri, Shantipath)	38000
6	FSM A	FMS	Xerox	COPIERS	Xerox, 5740	American Embassy (Chanakyapuri, Shantipath)	24000
7	FSM A	GSO PROP ERTY	Xerox	COPIERS	Xerox, 5740	American Embassy (Chanakyapuri, Shantipath)	30000

8	FSM A	Embassy Cashier room	Xerox	COPIERS	Xerox, 5740	American Embassy (Chanakyapuri, Shantipath)	30000
9	FSM A	PAS	Xerox	COPIERS	Xerox 5675	American Center (Connaught Place).	60000
10	FSM A	PAS	Xerox	COPIERS	Xerox 5230	American Center (Connaught Place).	30000
11	FSM A	PAS	Xerox	COPIERS	xerox 7345, A3 and A4, color	American Center (Connaught Place).	30000
12	FSM A	PAS	Xerox	COPIERS	xerox 7345, A3 and A4, Black and white	American Center (Connaught Place).	200000
13	FSM A	PAS	Xerox	COPIERS	WC 7120, A3 color	American Center (Connaught Place).	4000
14	FSM A	PAS	Xerox	COPIERS	WC 7120, A3 Black and white	American Center (Connaught Place).	2000
15	FSM A	PAS	Xerox	COPIERS	WC 7120, A4 color	American Center (Connaught Place).	11000

16	FSM A	PAS	Xerox	COPIERS	WC 7120, A4 Black and white	American Center (Connaught Place).	5000
17	FSM A	PAS	Xerox	COPIERS	Color 550 Size A(3)/A 4 Color	Circulation Section American Center, Basement	120000
18	FSM A	PAS	Xerox	COPIERS	Color 550 Size A (3)/A B & W	Circulation Section American Center, Basement	2500
19	FSM A	EXPE NDA BLE SUPP LY	Nashua	Copier	3732T D	American Embassy (Chanakyapuri, Shantipath)	18000
20	FSM A	FMS	Nashua	Copier	3740T D	American Embassy (Chanakyapuri, Shantipath)	20000
21	FSM A	TRAV EL	Nashua	Copier	4545	American Embassy (Chanakyapuri, Shantipath)	16000

22	FSM A	FCS	Nashua	Copier	5505	American Embassy (Chanakyapuri, Shantipath)	16000
23	FSM A	FMO, STOR E	Nashua	Copier	5505	American Embassy (Chanakyapuri, Shantipath)	144000
24	FSM A	REPR ODU CTIO N	Nashua	Copier	7505	American Embassy (Chanakyapuri, Shantipath)	144000
25	FSM A	AMB. SOCI AL SECR ETAR Y	Nashua	Copier	3732T D	American Embassy (Chanakyapuri, Shantipath)	12000
26	FSM A	ECO NOM IC SEC TION	Nashua	Copier	3732T D	American Embassy (Chanakyapuri, Shantipath)	12000
27	FSM A	POL / MPO (USI S)	Nashua	Copier	3732T O	American Embassy (Chanakyapuri, Shantipath)	12000

28	FSM A	DEA	Nashua	Copier	3740T D	American Embassy (Chanakyapuri, Shantipath)	12000
29	FSM A	CBP	Nashua	Copier	4000B	American Embassy (Chanakyapuri, Shantipath)	12000
30	FSM A	CON SULA R	Nashua	Copier	DSM 616	American Embassy (Chanakyapuri, Shantipath)	33000
31	FSM A	FCS BIS	Nashua	Copier	DSM 635	American Embassy (Chanakyapuri, Shantipath)	16000
32	FSM A	DAO	Nashua	Copier	DSM 635	American Embassy (Chanakyapuri, Shantipath)	60000
33	FSM A	FBIS	Nashua	Copier	DSM 635	American Embassy (Chanakyapuri, Shantipath)	16500

34	FSM A	FMC	Nashua	Copier	DSM 635	American Embassy (Chanakyapuri, Shantipath)	18000
35	FSM A	FMS	Nashua	Copier	DSM 651	American Embassy (Chanakyapuri, Shantipath)	100000
36	FSM A	CON SULA R	Nashua	Copier	DSM 651	American Embassy (Chanakyapuri, Shantipath)	48000
37	FSM A	MAIL ROO M	Nashua	Copier	DSM 725	American Embassy (Chanakyapuri, Shantipath)	38500
38	FSM A	ODC	Nashua	Copier	DSM 725	American Embassy (Chanakyapuri, Shantipath)	20000
39	FSM A	FMS	Nashua	Copier	DSM 730	American Embassy (Chanakyapuri, Shantipath)	36000

40	FSM A	HEAL TH	Nashua	Copier	DSM 745	American Embassy (Chanakyapuri, Shantipath)	44000
41	FSM A	CARP ENTR Y	Nashua	Copier	DSM6 35	American Embassy (Chanakyapuri, Shantipath)	33000
42	FSM A	G.S.O (SHIP PING)	Nashua	Copier	DSM6 35	American Embassy (Chanakyapuri, Shantipath)	88000
43	FSM A	MAIL ROO M	Nashua	Copier	MP 1600	American Embassy (Chanakyapuri, Shantipath)	36000
44	FSM A	CON SULA R	Nashua	Copier	MP 1600	American Embassy (Chanakyapuri, Shantipath)	36000
45	FSM A	HEAL TH	Nashua	Copier	MP 2000	American Embassy (Chanakyapuri, Shantipath)	36000

46	FSM A	CON SULA R	Nashua	Copier	MP 2000	American Embassy (Chanakyapuri, Shantipath)	12000
47	FSM A	PAS CAO/ P	Nashua	Copier	MP 2500	American Center (Connaught Place).	20000
48	FSM A	PAS DPA O	Nashua	Copier	MP 2500	American Center (Connaught Place).	20000
49	FSM A	PAS IRO	Nashua	Copier	MP 2500	American Center (Connaught Place).	20000
50	FSM A	PAS SPAN	Nashua	Copier	MP 2500	American Center (Connaught Place).	20000
51	FSM A	FMC	Nashua	Copier	MP 2500L N	American Center (Connaught Place).	12000
52	FSM A	GSO (HOU SING)	Nashua	Copier	MP 2500L N	American Embassy (Chanakyapuri, Shantipath)	12000
53	FSM A	ESC	Nashua	Copier	MP 2500L N	American Embassy (Chanakyapuri, Shantipath)	12000

54	FSM A	AMB. OFFI CE	Nashua	Copier	MP 2500L N	American Embassy (Chanakyapuri, Shantipath)	12000
55	FSM A	RSO	Nashua	Copier	MP 3010	American Embassy (Chanakyapuri, Shantipath)	30000
56	FSM A	CUST OM/I CE	Nashua	Copier	MP 3350B	American Embassy (Chanakyapuri, Shantipath)	16000
57	FSM A	DEA	Nashua	Copier	MP 4000B	American Embassy (Chanakyapuri, Shantipath)	12000
58	FSM A	PAS LIBR ARY	Nashua	Copier	MP 4001	American Embassy (Chanakyapuri, Shantipath)	120000
59	FSM A	REPR ODU CTIO N	Nashua	Copier	MP 5500	American Embassy (Chanakyapuri, Shantipath)	120000
60	FSM A	REPR ODU CTIO N	Nashua	Copier	MP 5500	American Embassy (Chanakyapuri, Shantipath)	120000

61	FSM A	CIS	Nashua	Copier	MP 6000	American Embassy (Chanakyapuri, Shantipath)	144000
62	FSM A	CON SULA R	Nashua	Copier	MP 6000	American Embassy (Chanakyapuri, Shantipath)	12000
63	FSM A	CLO	Nashua	Copier	MP33 50B	American Embassy (Chanakyapuri, Shantipath)	12000
64	FSM A	ODC	Nashua	Copier	MP40 00AD	American Embassy (Chanakyapuri, Shantipath)	60000
65	FSM A	HR OFFI CE	Nashua	Copier	MP40 00B	American Embassy (Chanakyapuri, Shantipath)	12000
66	FSM A	FAA	Nashua	Copier	MPC 2500	American Embassy (Chanakyapuri, Shantipath)	8000

67	FSM A	FAA	Nashua	Copier	MPC 2500	American Embassy (Chanakyapuri, Shantipath)	4000
68	FSM A	PAS SPAN	Nashua	Copier	MPC2 050	American Center (Connaught Place).	15000
69	FSM A	PAS SPAN	Nashua	Copier	MPC2 050	American Center (Connaught Place).	2000
70	FSM A	REPR ODU CTIO N	Nashua	Copier	MPC4 502	American Embassy (Chanakyapuri, Shantipath)	30000
71	FSM A	REPR ODU CTIO N	Nashua	Copier	MPC4 502	American Embassy (Chanakyapuri, Shantipath)	4000
72	FSM A	RSO/ SO	Nashua	Copier	OSM 725	American Embassy (Chanakyapuri, Shantipath)	30000
73	FSM A	FMC	Sharp	Copier	SH AR 5631	American Embassy (Chanakyapuri, Shantipath)	36000

74	FSM A	RSO GUA RO	Sharp	Copier	SH AR552 0	American Embassy (Chanakyapuri, Shantipath)	12000
75	FSM A	IM tel	Sharp	Copier	SH AR552 0D	American Embassy (Chanakyapuri, Shantipath)	12000
76	FSM A	SYST EM	Sharp	Copier	SH AR552 0D	American Embassy (Chanakyapuri, Shantipath)	12000
77	FSM A	MOT ORP OOL	Sharp	Copier	SH AR563 1	American Embassy (Chanakyapuri, Shantipath)	36000
78	FSM A	COU NSLA R	Sharp	Copier	SH AR563 1	American Embassy (Chanakyapuri, Shantipath)	36000
79	FSM A	IMTE L	Sharp	Copier	SH ARM2 07	American Embassy (Chanakyapuri, Shantipath)	12000

80	FSM A	POLI TICAL	Sharp	Copier	SH ARM4 20U	American Embassy (Chanakyapuri, Shantipath)	12000
81	FSM A	FCS PTO	Sharp	Copier	SH MXM4 53N	American Embassy (Chanakyapuri, Shantipath)	36000
82	FSM A	RSC	Sharp	Copier	SHAR 5320N	American Embassy (Chanakyapuri, Shantipath)	36000
83	FSM A	IM SYST EM	Sharp	Copier	SHAR M420 U	American Embassy (Chanakyapuri, Shantipath)	12000
84	FSM A	SCIE NCE OFF.	Sharp	Copier	SHAR M420 U	American Embassy (Chanakyapuri, Shantipath)	12000
85	CON TRAC T	CIS	Brother	FAX	B F- 2820		
86	CON TRAC T	CIS	Brother	FAX	B F- 2820		
87	CON TRAC T	CIS / FDNS	Brother	FAX	B F- 2820		
88	CON TRAC	DAO	Brother	FAX	B F- 2820		

	T						
89	CON TRAC T	FDA	Brother	FAX	B F-2820		
90	CON TRAC T	GSO (HOU SING)	Brother	FAX	B F-2820		
91	CON TRAC T	HR OFFI CE	Brother	FAX	B F-2820		
92	CON TRAC T	RSO	Brother	FAX	B F-2820		
93	CON TRAC T	REPR ODU CTIO N	Nashua	Printer	CP 450+		
94	CON TRAC T	REPR ODU CTIO N	Nashua	Printer	CP 450+		
95	CON TRAC T	FCS BIS	Nashua		DSM 516		
96	CON TRA CT	CON SULA R	Nashua	FAX	F 101		
97	CON TRA CT	ESC	Nashua	FAX	F110		
98	CON TRA CT	ESC	Nashua	FAX	F110		
99	CON TRAC T	PAS	Nashua	FAX	F 1190L		
100	CON TRA CT	FCS PTO	Nashua	FAX	F 230		
101	CON TRAC T	AMB. OFFI CE	Nashua	FAX	F 530		
102	CON TRA CT	DCM HOU SE (F)	Nashua	FAX	F-101		
103	CON TRAC T	FAA	Nashua	FAX	F110		
104	CON TRAC T	FMS (F)	Nashua	FAX	F110		
105	CON TRAC T	MEDI CAL UNIT	Nashua	FAX	F110		
106	CON TRAC T	REPR ODU CTIO N	Nashua	FAX	F110		
107	CON TRAC T	RSO	Nashua	FAX	F110		

108	CON TRAC T	ODC	Nashua	FAX	F110		
109	CON TRAC T	ODC (F)	Nashua	FAX	F110		
110	CON TRAC T	DPA O (F)	Nashua	FAX	F110		
111	CON TRAC T	PA/IR O	Nashua	FAX	F110		
112	CON TRAC T	PA EXCH ANG E	Nashua	FAX	F110		
113	CON TRA CT	CON SULA TE (F)	Nashua	FAX	F110		
114	CON TRA CT	ECO NOMI C	Nashua	FAX	F110		
115	CON TRAC T	FMC (F)	Nashua	FAX	N F- 101		
116	CON TRAC T	G.S.O (F)	Nashua	FAX	N F- 102		
117	CON TRAC T	GSO (F)	Nashua	FAX	NF - 110		
118	CON TRAC T	REPR ODU CTIO N	Nashua	FAX	P692		
119	CON TRAC T	TRAV EL (F)	Nashua	FAX	P-692		

\*\*\* 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 2005-52)

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

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)	JUN 2010
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)	APR 1984
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 (MAY 2011)**

(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) (U.S.C. 7104(g))  
Alternate I (AUG 2007) of 52.222-50 (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]*

	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 \$150,000]</i>
√	(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) – (24) [Reserved].
√	(25) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(26) 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>
	(27) 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>
	(28) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212). <i>[Check if the following apply: for supplies, the order exceeds \$150,000 and is awarded to a U.S. firm. For services, the order exceeds \$150,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (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>
	(30) 52.222-37, Employment Reports on Veterans (SEPT 2010) (38 U.S.C. 4212). <i>[Check if you have included the clause 52.222-35]</i>
	(31) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2010) (E.O. 13201) <i>[Check if the order is for services and the amount exceeds \$150,000]</i>
√	(32)(i) 52.222-50, Combating Trafficking in Persons (FEB 2009) <i>[Check for all orders]</i>
	(32)(ii) 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>
	(33) – (38) [Reserved].
	(39) 52.225-5, Trade Agreements (AUG 2009) (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 \$203,000]</i>
	(40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (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 by OFAC]</i>
	(41) – (44) [Reserved].
	(45) 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>
√	(46) 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 not registered in the CCR]</i>
	(47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332). <i>[Check if payment will be made by a third party, e.g., purchase card]</i>
	(48) 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>
	(49)(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:

*[Contracting officer check as appropriate.]*

	<b>Clause Number and Title (1) – (6) [Reserved]</b>
	(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 110-247)
	(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (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.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm, except for item (vii) which applies to all orders.]* 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 paragraphs (i) through (xi) of this paragraph 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 (JAN 2011) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1,500,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2010) (E.O. 13201).

(viii) [Reserved].

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) – (xii) [Reserved].

(xiii) Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 110-247) Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

(End of clause)

**DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds \$100,000)	AUG 1999
652.228-71	Workers Compensation Insurance (Defense Base Act) – Services (for services to be performed overseas when the contract includes covered contractor employees as defined in paragraph (a) of the clause) Fill-in for paragraph (c): “(c) The current rate under the Department of State contract is [ <i>contracting officer insert rate</i> ] of compensation for services.”	JUNE 2006
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)