



**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-0010**

**Dated: December 10, 2012**

**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 26, 2012. 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 # \_\_\_\_\_**

**Steven M. Kenoyer**  
**Contracting Officer**

**FASMA**

	make		MODEL	SL_NO	LOCATION	COPIES	COST PER COPY	TOTAL COST
1	Nashua/Ricoh	COPIER	DSM 635	5795290 1019	American Center (Connaught Place).	16000		
2	Nashua/Ricoh	COPIER	4000B	M548270 0381	American Embassy (Chanakyapuri, Shantipath)	12000		
3	Nashua/Ricoh	COPIER	MP 6000	M928300 0111	American Embassy (Chanakyapuri, Shantipath)	144000		
4	Nashua/Ricoh	COPIER	MP 3350B	M628420 0109	American Embassy (Chanakyapuri, Shantipath)	16000		
5	Nashua/Ricoh	COPIER	DSM 635	J795310 0171	American Embassy (Chanakyapuri, Shantipath)	60000		
6	Nashua/Ricoh	COPIER	3740TD	AL3085 0037	American Embassy (Chanakyapuri, Shantipath)	12000		
7	Nashua/Ricoh	COPIER	MP 4000B	M548330 0644	American Embassy (Chanakyapuri, Shantipath)	12000		
8	Nashua/Ricoh	COPIER	MPC 2500	L367420 1772	American Embassy (Chanakyapuri, Shantipath)	8000		
9	Nashua/Ricoh	COPIER	MPC 2500	L367420 1772	American Embassy (Chanakyapuri, Shantipath)	4000		
10	Nashua/Ricoh	COPIER	DSM 635	J794340 0592	American Embassy (Chanakyapuri, Shantipath)	16500		
11	Nashua/Ricoh	COPIER	4851	AW0002 0012	American Center (Connaught Place).	16000		
12	Nashua/Ricoh	COPIER	5505	J534050 0413	American Center (Connaught Place).	16000		
13	Nashua/Ricoh	COPIER	DSM 635	J794340 0585	American Embassy (Chanakyapuri, Shantipath)	33000		
14	Nashua/Ricoh	COPIER	MP3350B	M628420 0094	American Embassy (Chanakyapuri, Shantipath)	12000		
15	Nashua/Ricoh	COPIER	MP 2500LN	M440180 4824	American Embassy (Chanakyapuri, Shantipath)	12000		
16	Nashua/Ricoh	COPIER	3732	AC4181 0060	American Embassy (Chanakyapuri, Shantipath)	18000		
17	Nashua/Ricoh	COPIER	DSM 635	J794340 0578	American Embassy (Chanakyapuri,	18000		

					Shantipath)		
18	Nashua/Ricoh	COPIER	MP 2500LN	M440170 3105	American Embassy (Chanakyapuri, Shantipath)	12000	
19	Nashua/Ricoh	COPIER	DSM 651	K445330 0833	American Embassy (Chanakyapuri, Shantipath)	100000	
20	Nashua/Ricoh	COPIER	DSM 730	K866440 0009	American Embassy (Chanakyapuri, Shantipath)	36000	
21	Nashua/Ricoh	COPIER	3740TD	AL3085 0015	American Embassy (Chanakyapuri, Shantipath)	20000	
22	Nashua/Ricoh	COPIER	3740	AL3085 0030	American Embassy (Chanakyapuri, Shantipath)	20000	
23	Nashua/Ricoh	COPIER	DSM 635	J794340 0545	American Embassy (Chanakyapuri, Shantipath)	88000	
24	Nashua/Ricoh	COPIER	MP 2500LN	M440160 3066	American Embassy (Chanakyapuri, Shantipath)	12000	
25	Nashua/Ricoh	COPIER	DSM 745	K945340 0662	American Embassy (Chanakyapuri, Shantipath)	44000	
26	Nashua/Ricoh	COPIER	MP 2000	L702636 2562	American Embassy (Chanakyapuri, Shantipath)	36000	
27	Nashua/Ricoh	COPIER	MP 4000B	M548330 0646	American Embassy (Chanakyapuri, Shantipath)	12000	
28	Nashua/Ricoh	COPIER	DSM 725	K855460 0272	American Embassy (Chanakyapuri, Shantipath)	38500	
29	Nashua/Ricoh	COPIER	MP 1600	L687686 0800	American Embassy (Chanakyapuri, Shantipath)	36000	
30	Nashua/Ricoh	COPIER	7505	J434060 0078	American Embassy (Chanakyapuri, Shantipath)	144000	
31	Nashua/Ricoh	COPIER	5505	J534040 0300	American Embassy (Chanakyapuri, Shantipath)	144000	
32	Nashua/Ricoh	COPIER	MPC 4502	W512JA0 0090	American Embassy (Chanakyapuri, Shantipath)	8000	
33	Nashua/Ricoh	COPIER	MPC 4502	W512JA0 0090	American Embassy (Chanakyapuri, Shantipath)	2000	
34	Nashua/Ricoh	COPIER	MP 5500	L776340 0590	American Embassy (Chanakyapuri, Shantipath)	120000	

35	Nashua/Ricoh	COPIER	MP 5500	L776340 0592	American Embassy (Chanakyapuri, Shantipath)	120000		
36	Nashua/Ricoh	COPIER	D 570	H480070 0041	American Embassy (Chanakyapuri, Shantipath)	30000		
37	Nashua/Ricoh	COPIER	D 4545	J593710 0154	American Embassy (Chanakyapuri, Shantipath)	16000		
38	Nashua/Ricoh	COPIER	DSM 725	K856470 0691	American Embassy (Chanakyapuri, Shantipath)	20000		
39	Nashua/Ricoh	COPIER	MP 4000AD	M540340 0004	American Embassy (Chanakyapuri, Shantipath)	60000		
40	Nashua/Ricoh	COPIER	MP 2500	440150 1425	American Center (Connaught Place).	20000		
41	Nashua/Ricoh	COPIER	MP 2500	440150 1399	American Center (Connaught Place).	20000		
42	Nashua/Ricoh	COPIER	MP 2500	440150 1462	American Center (Connaught Place).	20000		
43	Nashua/Ricoh	COPIER	MP 4001	790300 0747	American Center (Connaught Place).	120000		
44	Nashua/Ricoh	COPIER	MP 2500	440150 1342	American Center (Connaught Place).	20000		
45	Nashua/Ricoh	COPIER	MPC 2050	220420 2018	American Center (Connaught Place).	15000		
46	Nashua/Ricoh	COPIER	MPC 2050	220420 2018	American Center (Connaught Place).	2000		
47	Nashua/Ricoh	COPIER	MP 2500LN	M440170 4661	American Embassy (Chanakyapuri, Shantipath)	12000		
48	Nashua/Ricoh	COPIER	3732TD	AL6190 0017	American Embassy (Chanakyapuri, Shantipath)	12000		
49	Nashua/Ricoh	COPIER	DSM 616	K815681 1308	American Embassy (Chanakyapuri, Shantipath)	33000		
50	Nashua/Ricoh	COPIER	DSM 651	K445330 0839	American Embassy (Chanakyapuri, Shantipath)	12000		
51	Nashua/Ricoh	COPIER	MP 1600	L687686 0803	American Embassy (Chanakyapuri, Shantipath)	36000		
52	Nashua/Ricoh	COPIER	MP 6000	M928300 0116	American Embassy (Chanakyapuri, Shantipath)	12000		
53	Nashua/Ricoh	COPIER	3732TD	AL6190 0073	American Embassy (Chanakyapuri, Shantipath)	12000		

54	Nashua/Ricoh	COPIER	3732TD	AL6190 0069	American Embassy (Chanakyapuri, Shantipath)	12000		
55	Nashua/Ricoh	COPIER	MP 2000	L708676 1736	American Embassy (Chanakyapuri, Shantipath)	12000		
56	Nashua/Ricoh	COPIER	MP 3010	M107420 2542	American Embassy (Chanakyapuri, Shantipath)	30000		
57	Nashua/Ricoh	COPIER	DSM 725	K856470 0699	American Embassy (Chanakyapuri, Shantipath)	30000		
58	Nashua/Ricoh	COPIER	3732TD	AL6190 0006	American Embassy (Chanakyapuri, Shantipath)	12000		
59	SHARP	COPIERS	AR-5520	93050725	American Embassy (Chanakyapuri, Shantipath)	12000		
60	SHARP	COPIERS	AR-M420U	65019040	American Embassy (Chanakyapuri, Shantipath)	12000		
61	SHARP	COPIERS	AR-M420U	55018515	American Embassy (Chanakyapuri, Shantipath)	12000		
62	SHARP	COPIERS	AR-M207	93032510	American Embassy (Chanakyapuri, Shantipath)	12000		
63	SHARP	COPIERS	AR-5520D	03046571	American Embassy (Chanakyapuri, Shantipath)	12000		
64	SHARP	COPIERS	AR-5520D	03046341	American Embassy (Chanakyapuri, Shantipath)	12000		
65	SHARP	COPIERS	AR-M420U	55043146	American Embassy (Chanakyapuri, Shantipath)	12000		
66	Xerox	COPIERS	Xerox, 7428, black		American Embassy (Chanakyapuri, Shantipath)	12000		
67	Xerox	COPIERS	Xerox, 7428, Red		American Embassy (Chanakyapuri, Shantipath)	20000		
68	Xerox	COPIERS	Xerox 7765 ...		American Embassy (Chanakyapuri, Shantipath)	60000		
69	Xerox	COPIERS	Xerox 7765, BLACK & WHITE		American Embassy (Chanakyapuri, Shantipath)	60000		
70	Xerox	COPIERS	Xerox, 5740		American Embassy (Chanakyapuri, Shantipath)	38000		

71	Xerox	COPIERS	Xerox, 5740		American Embassy (Chanakyapuri, Shantipath)	24000		
72	Xerox	COPIERS	Xerox, 5740		American Embassy (Chanakyapuri, Shantipath)	30000		
73	Xerox	COPIERS	Xerox 5675		American Center (Connaught Place).	300000		
74	Xerox	COPIERS	Xerox 5230		American Center (Connaught Place).	40000		
75	Xerox	COPIERS	xerox 7345, A3 and A4, color		American Center (Connaught Place).	110000		
76	Xerox	COPIERS	xerox 7345, A3 and A4, Black and white		American Center (Connaught Place).	200000		
77	Xerox	COPIERS	WC 7120, A3 color		American Center (Connaught Place).	4000		
78	Xerox	COPIERS	WC 7120, A3 Black and white		American Center (Connaught Place).	5000		
79	Xerox	COPIERS	WC 7120, A4 color		American Center (Connaught Place).	3000		
80	Xerox	COPIERS	WC 7120, A4 Black and white		American Center (Connaught Place).	5000		
81	FAX		DSM 516	K254942 1894	American Center (Connaught Place).			
82	FAX		B F- 2820	9H9N12 3906	American Embassy (Chanakyapuri, Shantipath)			
83	FAX		F 110	A547912 0168	American Embassy (Chanakyapuri, Shantipath)			
84	FAX		B F- 2820	9EON43 9775	American Embassy (Chanakyapuri, Shantipath)			

85	FAX	3740TD	AL3889 0039	American Embassy (Chanakyapuri, Shantipath)
86	FAX	N F-101	A423942 0602	American Embassy (Chanakyapuri, Shantipath)
87	FAX	F - 110	A548892 1262	American Embassy (Chanakyapuri, Shantipath)
88	FAX	N F-102	A423942 0619	American Embassy (Chanakyapuri, Shantipath)
89	FAX	NF - 110	A548892 1171	American Embassy (Chanakyapuri, Shantipath)
90	FAX	B F- 2820	0EON43 9712	American Embassy (Chanakyapuri, Shantipath)
91	FAX	B F- 2820	0EON43 9741	American Embassy (Chanakyapuri, Shantipath)
92	FAX	F - 110	A540892 0589	American Embassy (Chanakyapuri, Shantipath)
93	copier printer	CP 450+	F233010 0024	American Embassy (Chanakyapuri, Shantipath)
94	FAX	P 692	A312880 2789	American Embassy (Chanakyapuri, Shantipath)
95	copier printer	CP 450+	F235090 0013	American Embassy (Chanakyapuri, Shantipath)
96	FAX	F 110	A547882 0722	American Embassy (Chanakyapuri, Shantipath)
97	FAX	F 110	A547872 4701	American Embassy (Chanakyapuri, Shantipath)
98	FAX	B F- 2820	9A0N31 4900	American Embassy (Chanakyapuri, Shantipath)
99	FAX	P-692	A312880 2650	American Embassy (Chanakyapuri, Shantipath)
100	FAX	F 110	A5478722740	American Embassy (Chanakyapuri, Shantipath)
101	FAX	F - 110	A540892 0501	American Embassy (Chanakyapuri, Shantipath)
102	FAX	F - 110	A5498621728	American Center (Connaught Place).

103	FAX		F - 110	A548892 1297	American Center (Connaught Place).			
104	FAX		F - 110	A5498621729	American Center (Connaught Place).			
105	FAX		F 1190L	A56192 2572	American Center (Connaught Place).			
106	FAX		F 530	A356950 0743	American Embassy (Chanakyapuri, Shantipath)			
107	FAX		B F- 2820	9D1N81 1421	American Embassy (Chanakyapuri, Shantipath)			
108	FAX		B F- 2820	9D1N80 2101	American Embassy (Chanakyapuri, Shantipath)			
109	FAX		B F- 2820	9D1N81 1125	American Embassy (Chanakyapuri, Shantipath)			
110	FAX		F 110	A548962 0909	American Embassy (Chanakyapuri, Shantipath)			
111	FAX		F-101	A423962 0561	American Embassy (Chanakyapuri, Shantipath)			
112	FAX		F 110	A547882 0728	American Embassy (Chanakyapuri, Shantipath)			
113	Copier		3740td	AL3889 0046	American Embassy (Chanakyapuri, Shantipath)			
114	FAX		F 110	A547882 0731	American Embassy (Chanakyapuri, Shantipath)			
115	FAX		F 110	A547882 0730	American Embassy (Chanakyapuri, Shantipath)			
116	Copier		3732td	AL6786 0224	American Embassy (Chanakyapuri, Shantipath)			
117	FAX		B F- 2820	9D1N81 1159	American Embassy (Chanakyapuri, Shantipath)			
118	Copier		3740TD	AL3889 0023	American Embassy (Chanakyapuri, Shantipath)			
119	FAX		F 101	A423912 0629	American Embassy (Chanakyapuri, Shantipath)			
120	FAX		F 230	A476912 2933	American Embassy (Chanakyapuri, Shantipath)			

\*\*\* 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). [Check if order is for supplies and exceeds the micro-purchase threshold]
	(26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). [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.]
	(27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). [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.]
	(28) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212). [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.]
	(29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). [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.]
	(30) 52.222-37, Employment Reports on Veterans (SEPT 2010) (38 U.S.C. 4212). [Check if you have included the clause 52.222-35]
	(31) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2010) (E.O. 13201) [Check if the order is for services and the amount exceeds \$150,000]
√	(32)(i) 52.222-50, Combating Trafficking in Persons (FEB 2009) [Check for all orders]
	(32)(ii) Alternate I of 52.222-50 [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]
	(33) – (38) [Reserved].
	(39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). [Check if the order is for supplies or services that involve the acquisition of supplies and the amount exceeds \$203,000]
	(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). [Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC]
	(41) – (44) [Reserved].
	(45) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). [Check if payment will be made by EFT and the contractor has registered in the CCR]
√	(46) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). [Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]
	(47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332). [Check if payment will be made by a third party, e.g., purchase card]
	(48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). [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]
	(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). [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]
	(ii) Alternate I (APR 2003) of 52.247-64. [Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]

(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.]*

	Clause Number and Title (1) – (6) [Reserved]
(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

NUMBER	TITLE	DATE
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 [contracting officer insert rate] 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)