



June 1, 2016

Dear Prospective Quoter:

SUBJECT: Solicitation Number: S-CY600-16-Q-0023, Replacement of Chancery Roof Tiles

Enclosed is a Request for Quotations (RFQ) for the replacement of the GSF area roof tiles. If you would like to submit a quotation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 18 that follows this letter.

The Embassy plans to award a purchase order. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the American Embassy to make any award. The Embassy may cancel this RFQ or any part of it.

Please read the RFQ carefully, and if you are interested, submit your quotation. Return the completed SF-18 to the address shown in Block 5a of the SF-18 by June 21, 2016 at 1200 hours (noon). Oral quotations will not be accepted.

The Embassy intends to conduct a pre-quotation conference and site visit, and all prospective offerors are invited. The conference will be held at Embassy of the United States of America in Nicosia, Corner Metochiou & Ploutarchou Streets, Engomi, 2407, Nicosia on June 8, 2016 at 11:30 hours.

The U.S. Government intends to award a contract/purchase order to the responsible lowest price offeror. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Ellsworth", is written over a blue horizontal line.

Matt A. Ellsworth
Contracting Officer

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES 1 23
1. REQUEST NO. SCY600-16-Q-0023	2. DATE ISSUED 06/01/2016	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY General Services Office, American Embassy Nicosia			6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME Savvas Kissopodas		TELEPHONE NUMBER AREA CODE NUMBER 22-393381		9. DESTINATION
8. TO:			a. NAME OF CONSIGNEE	
a. NAME		b. COMPANY		b. STREET ADDRESS
c. STREET ADDRESS				c. CITY
d. CITY		e. STATE	f. ZIP CODE	d. STATE e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Replacement of the Chancery roof tiles at Metochiou & Ploutarchou Streets, in Nicosia as per attached. Roof Tiles - Mail Room/Paint Shop (Actual to be billed) Roof Tiles - Carpentry/Electric Shop (Actual to be billed) Insulation Slabs (Actual to be billed) All prices must be quoted without VAT FAR/DOSAR clauses are attached Date & Time for receipt of quotation is June 21, 2016 at 12:00 hours (noon) TOTAL EURO	250 150 10	M2 M2 M2		0.00

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-18 RFQ NUMBER S-CY600-16-Q-0023 PRICES BLOCK 11

Continuation/Addendum to SF-18, RFQ Number S-CY600-16-Q-0023

STATEMENT OF WORK (SOW)

This is the SOW for contractor to replace the GSF Area roof tiles and repair/enhance the Chancery roof waterproofing.

Statement of works

A. Description of Works

1. Remove existing tiles. Contractor is responsible for their disposal.
2. Remove plastic supports of the tiles.
3. Move away the insulation slabs. Care should be taken during the insulation removal, because these same slabs of insulation will be used again.
4. Clean thoroughly from all debris the existing tar membrane surface before applying the new tar membrane.
5. Apply new tar membrane 4mm polyester. This will be applied over the existing rubberized asphalt insulation and where there are walls, ducts or other vertical surfaces will be applied to a height of 6" (15cm).
6. Care should be taken that the slope of the roof towards the roof drain opening is maintained.
7. Reinstall the thermal insulation slabs. Maintain the channels if any that have been already cut through insulation slabs.
8. In case additional thermal insulation slabs are required the contractor will provide and install.
9. Provide and install new roof tiles with proper plastic supports/spacers. Specification for the roof tiles follow.
10. The contractor will ensure that the top of the replacement tiles will be at the same to the level with the existing ones.

B. Work Specifics - Material specification

1. The area that needs to have the roof tiles replaced is approximately:

- a. **Roof surface over Mail Room/Paint Shop is 250 m².**
- b. **Roof surface over Carpentry/Electrical Shop is 150 m².**

2. Replacement roof tiles will be 40cm x 40cm with a thickness of 5 cm. Replacement roof tiles will be of similar manufacture to the existing ones at the SE area of the roof and will have similar appearance, color and quality. There are available samples.
3. Samples of the material to be used will be submitted to the U.S. Government for approval before installation.
4. The installation methods must meet the U.S. Government approval (sample installation)
5. In case of damaged or missing thermal insulation slabs, the contractor will provide replacement slabs same in dimensions and at least similar in insulating quality, to the existing ones. The contractor will install all thermal insulation slabs (existing and new ones; see A.7, A.8 above)
6. The above measurements are estimates. Contractor will do his own measurements and confirmation.

C. Time frame

1. All work will be completed in 25 working days or less.
2. Working day is Monday – Friday, 8:00 - 16:00. Weekend work only if pre-approved by customer.
3. Contractor will, upon request, suspend work if such a need arises. Otherwise work will continue on a regularly scheduled basis.

D. Safety

1. Safety review will take place prior to commencement of works; Contractor will follow all US Embassy safety regulation and present safe work plan for review. This will include ladder type and size.
2. Hazards present are as per attached “Contractor Hazard Identification Check Sheet “ (please see Section F)
3. All material and work methods shall be approved by the customer before application.

E. General Notes

1. Quality control of the works is the contractor’s responsibility.
2. Contractor will guarantee the works for at least 5 years.
3. Contractor will supply all materials.
4. Contractor will provide all tools and equipment required for the completion of the works.
5. Work area is to be kept orderly and neat, and free of hazardous materials.
6. The contractor will clean the site from all debris, left over and surplus material upon completion of the works; cleaning has to be completed the latest by the next day after the work has been completed.
7. Contractor is responsible for any damages caused to property.

8. Customer will inspect and approve work on a daily basis.

F. INSURANCE

1. Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

2. General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

- a. Bodily Injury stated in US Dollars:
Per Occurrence €167,000
- b. Property Damage stated in US Dollars:
Per Occurrence €50,000

3. The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work.

The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

4. For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

5. The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- a) any property of the Contractor,
- b) its officers,
- c) agents,
- d) servants,
- e) employees, or
- f) any other person,

arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

6. The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

7. Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

8. Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within six (6) calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

F. Contractor Hazard Identification Check Sheet

Following Page Attached

POST NICOSIA CONTRACTORS HAZARD IDENTIFICATION SHEET

HAZARD DESCRIPTION	CHECK ALL THAT APPLY
<p>BARRICADING AND FENCING - To inform contractors of their responsibility to maintain a safe and accessible path-of-travel for all pedestrians, including those with disabilities. Barricades act as warning devices, alerting others of the hazards created by construction activities, and should be used to control vehicular and pedestrian traffic safely through or around the work site.</p>	<p><u>X</u></p>
<p>CONFINED SPACE ENTRY - Confined space is defined as any space that: (1) Is large enough and so configured that an employee can bodily enter and perform assigned work; and (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.); and (3) Is not designed for continuous employee occupancy. Types of confined space entries may include but are not limited to: telecommunication manholes, HVAC systems, sewer manholes, sewage ejection chambers, steam manholes, crawlspaces, boilers, tanks, and water- meter manholes. See SHEM guidelines.</p>	
<p>CONTRACTOR’S GENERAL RESPONSIBILITIES - <u>The following is required of all construction contractors and subcontractors:</u></p> <ul style="list-style-type: none"> • Contractors must demonstrate understanding of their responsibilities under Post Managed Construction Project safety program by addressing hazards in pre- planning processes and meetings. • Prior to starting a project, each contractor is required to review the work site and identify hazards that may occur while performing the job. • Prior to starting a project, the contractor shall contact Contracting Officer, to ensure they have received pertinent information for the project including requirements for permits, floor plans, utility information, asbestos, lead based paint, and other hazardous materials. • Contractors must provide their employees with a safe and healthful condition of employment. • Contractors are expected to provide a "competent person" to implement Site health and safety plan and to oversee its compliance. A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace 	<p><u>X</u></p>

<p>hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.</p> <ul style="list-style-type: none"> • The Contractor shall be responsible for the removal and/or disposal of hazardous waste generated from the project. Hazardous waste generated from the project must be removed and disposed of in accordance with the Department’s Hazardous Waste Management Policy as well as local rules and regulations. • The contractor shall ensure proper safety; health and environmental requirements of EM 385-1-1 applicable to their project are followed. • The contractor shall ensure individuals working at the site are trained and are aware of potential hazards. Contractors shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract. • Contractors will report accidents to POSHO. 	
<p>ELECTRICAL SAFETY - To inform contractors of their responsibilities when performing work that may impact electrical systems on posts’ properties.</p> <p><u>Use anytime a contractor may impact the electrical system. Such activities include, but are not limited to:</u></p> <ul style="list-style-type: none"> . • Installation of electrical systems, components, machinery, and equipment. . • Alterations of electrical systems, components, machinery, and equipment. . • Maintenance of existing systems and equipment. . • Demolition of existing systems. . • Temporary planned outages. . • Tests and diagnostics. <p><u>Contractors are required to:</u></p> <ul style="list-style-type: none"> • Identify any potential sources of electrical energy likely to cause death, injury, or serious physical harm. • Notify the POSHO and the Project Manager of impact activities prior to the start of work. • Coordinate planned outages with POSHO and the Project Manager. • Ensure all employees performing impact activities have received 	

<p>sufficient training in compliance with post’s, OBO’s and local regulations.</p> <ul style="list-style-type: none"> • Ensure all employees are provided adequate personal protective equipment as required by the regulations mentioned below. • • Ensure all work is performed in accordance with the guidelines of federal and local regulations listed below. • • Follow Lock-Out/Tag-Out procedures for the Control of Hazardous Energy as specified in the OSHA 29 CFR 1910.147 Standard, and in the Post’s Lock- Out/Tag-Out program. 	
<p>EYE PROTECTION – Safety glasses with side shields worn at all times; no exception</p>	
<p>FALL PROTECTION - To inform contractors of their responsibilities when performing work at elevated surfaces at posts.</p> <p><u>Use anytime a contractor is suspected to work at unguarded locations above six feet. Such locations may include but is not limited to the following:</u></p> <ul style="list-style-type: none"> • Portable and fixed ladders • Aerial lifts • Scaffolds • Roofs • Elevated work locations and platforms • Use of special safety body harness <p><u>Contractors are required to:</u></p> <ul style="list-style-type: none"> • Have workers properly trained in the use of ladders • Reduce the hazards associated with falls. • Have the necessary fall protection equipment to safely perform the job. • Have workers properly trained in the use of fall protection equipment. • Have supervisors (or competent personnel) who ensure the use of fall protection equipment as required. 	<p><u>X</u></p>
<p>FLUORESCENT LIGHT BALLASTS- To inform contractors of their responsibilities for the proper handling and disposal of PCB, “No PCB”, and DEHP light ballasts from post property. Light ballasts are considered suspect PCBs or DEHP if they bear no labels.</p> <p><u>Use for any renovation, repair and/or construction that may involve removing, repairing, rewiring, disposal or recycling of fluorescent light fixtures or ballasts. The contractor is required to</u></p> <ul style="list-style-type: none"> • Notify the POSHO and the contracting officer of any activity that may require disposal or recycling of PCB and No-PCB light ballasts. • Secure the area where ballasts/capacitors are leaking, and contact the POSHO. 	

<ul style="list-style-type: none"> • Segregate PCB containing light ballasts from others and store in doubly contained containers or locations. • Forward copies of all disposal/recycling records including, but not limited to, waste manifests, Local regulatory paperwork, or other shipping records, and recycling or disposal certificates to POSHO or contracting officer. 	
<p>HAND AND POWER TOOL SAFETY - To inform contractors of their responsibilities with respect to safe working conditions of tools and equipment.</p> <p><u>Use anytime contractor utilizes hand and portable power tools and other hand-held equipment.</u></p> <p><u>Contractors are required to:</u></p> <ul style="list-style-type: none"> • Ensure the safety of tools and equipment used by its employees. • Inspect at regular intervals and maintain in good repair all tools in accordance with the manufacturers' specification. • Ensure that all operating and moving parts operate and are clean. • Require that appropriate personal protective equipment be worn for hazards that may be encountered while using portable power tools and hand tools. • Ensure that tools are used for their intended purposes. • Ensure that all employees receive instruction on regulations and the safe use of each power tool. • Provide owners' manuals including manufacturer's specifications and suggested work practices and make available upon request to all employees required to use the equipment. 	<u>X</u>
<p>HANDLING OF FUEL BURNING EQUIPMENT/ Boilers, propane tanks - To inform contractors of their responsibilities when they work on any fuel- burning equipment at the Post.</p> <p><u>Use anytime contractors are involved in the installation, replacement, or removal of a piece of fuel-burning equipment (i.e., boilers, chillers, emergency generators, water heaters, or dryers burning gasoline, oil, or natural gas, other than natural-gas fired stoves used for cooking or very small laboratory sources such as table-top burners) at the Post. Contractors are required to:</u></p> <ul style="list-style-type: none"> • Provide a description of the equipment including the unit's make, model, serial number (if known), fuel burned, fuel burn rate, known exhaust characteristics to and fuel spill protection procedures to the POSHO. 	

<ul style="list-style-type: none"> • Obtain approval for any work involving fuel burning equipment listed above from the POSHO at least 4 weeks prior to the commencement of the project. • Obtain any local permits that may be required. • In the event a piece of equipment is installed under emergency conditions, the information listed above must be provided no more than 15 calendar days after the installation. • The contractor, in coordination with the project engineers, construction managers, and/or manufacturers of the unit must provide a manufacturer’s “cut-sheet” documenting this information before a unit is placed into service. • If the Post is fined for non-compliance with local permitting, air discharges, and equipment malfunction, the contractor is expected to pay the fine. • Ensure no spill of fuel occurs during work. • Ensure the equipment will function safely and according to the local and OBO/OM/SHEM emission requirements after repair and/or installation. 	
<p>HAZARDOUS WASTE MANAGEMENT - To inform contractors of their responsibilities under OBO’s Hazardous Waste Management Program when handling, storing, transporting, and disposing of hazardous wastes generated at the Post.</p> <p><u>Use any time hazardous wastes associated with the construction including but not limited to: adhesives, cements, lubricants, spill residues, used oil, cleaning supplies, solvents, paints, paint thinners, empty cylinders, pipes, and drywalls are generated.</u></p> <p><u>Contractors are required to:</u></p> <ul style="list-style-type: none"> • Identify any potential hazardous wastes associated with the planned work activity prior to commencing work • Implement their own hazardous waste and employee training programs for the specific materials identified. • Ensure no wastes are abandoned in place. • Notify the POSHO prior to the transportation, handling, storage and disposal of all solid and hazardous wastes potentially generated as part of the proposed work activities. • Comply with all local and OBO/OM/FAC Hazmat and Environmental 	

<p>Services policies and procedures.</p> <ul style="list-style-type: none"> • Forward copies of all transportation, handling, storage, and disposal records including but not limited to Hazardous Waste Manifests, and Disposal or Recycling certificates to the POSHO. 	
<p>LOCKOUT/TAGOUT – All Energy sources - To inform contractors of their responsibilities when performing lockout/tag-out activities at posts to ensure all persons potentially affected by de-energizing or re-energizing of building systems are properly protected and notified.</p> <p><u>Use anytime electrical, pneumatic, mechanical, thermal, hydraulic, and chemical, energies are found that must be controlled to prevent serious or fatal injuries.</u></p> <p><u>Contractors are responsible for:</u></p> <ul style="list-style-type: none"> • Having a lockout/tag out program prior to performing work. • Having trained employees prior to performing work. • Understanding and complying with the Post’s lockout program. • Informing the contracting officer and POSHO if their program deviates from the Post’s program. • Coordinating with the POSHO prior to performing lockout/tag out activities. • Providing their own lockout/tag out equipment that meet OSHA standards. • Performing lockout/tag out activities in accordance with OSHA standards. • Following special procedures for jobs requiring multiple lockout devices and those involving shift or personnel changes. • Lock out all energy sources; including steam, electric, compressed air, water, hydraulic, gases. 	
<p>NOISE/ Hearing protection requirements - To inform contractors of their responsibilities to their employees and post’s community with respect to construction generated noise pollution. Post may impose additional time limitations on particular projects expected to make noise.</p> <p><u>Use for any construction project that generates noise.</u></p> <p><u>Contractors are required to:</u></p> <ul style="list-style-type: none"> • Identify noisy equipment and noisy operations and plan their work to 	<p><u>X</u></p>

<p>provide maximal noise protection to employees and the community.</p> <ul style="list-style-type: none"> • Schedule noisy operations during off hours if possible. Noisy construction or demolition can be performed only during the hours of 7:00 am through 7:00 pm on weekdays, and the generated noise cannot exceed 80 dB except for pile driving. • Provide a plan for how a contractor will comply with these regulations to the POSHO in advance of the project. • Erect barriers to isolate occupied space from noisy operations when required. • Implement a hearing conservation program when employees are exposed to 80 dB or more in an 8 hour day. These programs include annual audiometric testing and require hearing protection devices, such as earplugs. • Implement engineering or administrative noise controls when exposure exceeds 85 db. Engineering controls include redesigning the space to reduce machinery noise, replacing machinery with quieter equipment, enclosing the noise source or enclosing the noise receiver. Administrative controls include mandating the length of time an employee can be exposed to a particular noise source. 	
<p>PERSONAL PROTECTIVE EQUIPMENT - To inform contractors of their responsibilities under post’s personal protective equipment standard while performing work at the Post.</p> <p><u>Use for all post managed construction projects:</u></p> <p><u>Contractors are required to comply with the following provisions:</u></p> <ul style="list-style-type: none"> • Protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be used wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact. • Each affected employee shall use appropriate eye or face protection when exposed to eye or face hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation. • Each affected employee shall use appropriate respiratory protection when potentially exposed to air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors and when such hazards cannot be reduced or eliminated by effective engineering controls. 	<p><u>X</u></p>

- Each affected employee shall wear protective helmets when working in areas where there is a potential for injury to the head from falling objects. Protective helmets shall also be worn to reduce electrical shock hazards when near exposed electrical conductors which could contact the head.
- Each affected employee shall wear protective footwear when working in areas where there is a danger of foot injuries due to falling and rolling objects, or objects piercing the sole, and where such employee's feet are exposed to electrical hazards.
- Each affected employee shall wear protective ear wear whenever noise exposures equal or exceed an 8-hour time-weighted average sound level (TWA) of 80 decibels and when engineering controls cannot reduce or eliminate the hazard.
- Each affected employee shall wear protective gloves when working in areas where hands are exposed to hazards such as those from skin absorption of harmful substances; severe cuts or lacerations; severe abrasions; punctures; chemical burns; thermal burns; and harmful temperature extremes.
- Contractors shall provide training and upon completion, each employee shall be tested, and certified in writing by the trainer. If at any time the trained employee changes work activities requiring different PPE, or exhibits lack of understanding of the required PPE, the employee shall be retrained and re-certified.

TRENCHING AND EXCAVATIONS - To inform contractors of their responsibilities while performing trenching and excavation operations at posts.

Use anytime drilling, digging and trenching are performed.

Contractors must apply the following safety controls:

- Before any excavation work begins, underground utilities shall be identified and the location marked of underground pipes, electrical conductors, gas lines or other structures.
- Evaluation is required of the trenching site by a "competent person" who knows and is trained to identify soil types, proper protective systems and hazardous conditions.
- Contact local authorities for procedures and notification requirements.
- Conduct a daily inspection of the excavation and the adjacent areas prior to work and as needed during the workday. If there are any unsafe conditions, work shall stop in the excavation and personnel removed until the problems are corrected.
- Monitor and recognize hazardous atmospheres and conditions such as vibration, external loads, weather conditions, ground water conditions and confined spaces.
- Check all protective material or equipment for any damage.
- When excavations are deeper than 4 feet, ladders or steps shall be located

so that a worker does not need to travel more than 25 feet in the excavation before being able to exit. See OSHA's confined space standard 29 CFR-1910.148 for testing before employees enter excavations greater than 4 feet in depth.

- Each employee in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with OSHA Standard 1926, Subpart P.
- Examination of the ground by a competent person for excavations less than five (5) feet in depth must present no indication of a potential cave-in hazard. If a cave-in hazard exists, protective systems are required.
- When excavations are deeper than five (5) feet, the sides shall be provided with a protective system (shored, braced or sloped sufficiently) to protect against hazardous ground movement.
- When heavy equipment will be operated nearby, the shoring or bracing shall be able to withstand this extra load regardless of the depth of the excavation. For any excavation that a person will enter, all dirt, debris and excavation material shall be effectively stored or retained at least two (2) feet from the edge of the excavation.
- Adequate protection from hazards associated with water accumulation should be in place before working in excavations.
- Signs and Barricades shall be displayed at all excavation/trenching sites.
- All excavations into which a person could fall or trip shall be guarded. While work is being performed in or near the opening, the guards surrounding the area shall be maintained.
- Barricades at least 3 to 5 feet high shall be spaced no further than ten (10) feet apart and yellow and black "Caution, Do Not Enter" construction tape shall be stretched securely between the barricades.
- A registered professional engineer (or foreign equivalent) shall design excavations more than twenty feet deep.
- Excavations should be covered and not left open overnight, whenever possible.

SECTION 2 – CLAUSES

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.)

X (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—Subcon-tracting 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).
- X (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.

X (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)).

X (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:

__ (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 the Facilities Manager”	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 DOSAR clause(s) is/are provided in full text:

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The Contractor shall submit invoices via email to NicosiaVoucherUnit@state.gov. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).
- (c) Contractor Remittance Address. The Government will make payment to the Contractor’s address stated on the cover page of this contract, unless a separate remittance address is shown below:

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of Cyprus

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)