



Embassy of the United States of America

Athens, Greece

April 26, 2016

Dear Prospective Quoter:

Subject: Request for Quotations number SGR100-16-Q-0033

The U.S. Government is interested in entering into an agreement for vehicle repair and maintenance services for U.S. Government-owned official vehicles, by utilizing the facilities available in the American Embassy compound, 91 Vas. Sofias Avenue, Athens, or at the offeror's facilities, if needed.

If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 18 that follows this letter.

Your quotation must be submitted electronically by email with the subject line "Quotation SGR100-16-Q-0033 Enclosed" to Athensoffers@state.gov on or before 14:00 noon (Athens Time) on May 13, 2016. You may also elect to submit your quotation in hard copy marked for the attention of the "Contracting Officer – Quotation SGR100-16-Q-0033 Enclosed", which may be delivered to the Embassy Gate on Doryleou Street, on or before 14:00 noon (Athens Time) on May 13, 2016. No quotation will be accepted after the cut-off date and time.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. 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.

Quotations are due by May 13, 2016 at 14:00 pm (local time).

Sincerely,

Carolyn K. Calderon
Contracting Officer

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ [] IS [] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES
1. REQUEST NO. SGR100-16-Q-0033	2. DATE ISSUED 04/26/2016	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING			
5A. ISSUED BY U.S. Embassy Athens – GSO/Procurement 91 Queen Sophia Avenue, 101 60 ATHENS			6. DELIVER BY (Date)				
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)			7. DELIVERY FOB DESTINATION OTHER (See Schedule)				
NAME Ms. Kelly Georgopoulou		TELEPHONE NUMBER AREA CODE NUMBER 210 720-2295					
8. TO:			9. DESTINATION				
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE			
c. STREET ADDRESS			b. STREET ADDRESS				
d. CITY		e. STATE	f. ZIP CODE	c. CITY			
				d. STATE	e. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) May 13, 2016 - 14.00hours To Athensoffers@state.gov		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 services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations 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)		
	Vehicle repair and maintenance services for U.S. Government-owned official vehicles, as per attached addendum. Oral or facsimile quotations will not be accepted.						
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER %		
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							
b. STREET ADDRESS			16. SIGNER				
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE		
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE		
					NUMBER		

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Previous edition not usable

STANDARD FORM 18 (Rev. 6-95)
Prescribed

1. RFQ Number SGR10016Q0033

The American Embassy Athens, Greece invites you to enter into this BPA that establishes the terms and conditions applicable to future purchases of:

Vehicle repair and maintenance services for all U.S. Government-owned official vehicles, for the U.S. Embassy Athens, 91 Vas. Sofias Avenue, 101 60 Athens, Greece, in accordance with the specifications and the Attachments/Exhibits contained in this Agreement.

Make & Model - U.S. and European type of vehicles

2. Expiration Date:

BPA expires on May 31, 2017

3. Embassy Estimate:

The Embassy estimates that the volume of purchases through this agreement will be Euros 90,000.00

4. Terms and Conditions:

- The Embassy is **not** obligated to purchase any definite amount under this agreement.
- No single purchase will exceed USD 3,500.00 or the equivalent in local currency.
- The total amount ordered under this agreement will not exceed \$150,000 or the equivalent in local currency.
- The prices to the Government shall be as low or lower than those charged your most favored customers for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

5. Authorized Employees

The following employees are authorized to place orders:

<u>Name</u>	<u>Job Title</u>	<u>Dollar Limitation</u>

(To be provided upon award)

No other employee may place an order against this BPA unless authorized in writing by the Contracting Officer.

6. Delivery Tickets

All shipments/deliveries shall be accompanied by a delivery ticket or sales slip including the following information:

- name of supplier;
- BPA number;
- date of purchase;
- purchase number;
- itemized list of supplies or services furnished;
- quantity, unit price, and extension of each item, less applicable discounts;
- date of delivery or shipment;
- name of the authorized employee who placed the order.

7. Work Requirements.

7.1 General. The Vendor shall provide vehicle repair services for the U.S. Embassy Athens, Greece, as per Attachment 1, Schedule and Cost of Services.

7.2 The Vendor shall furnish all managerial, administrative and direct labor personnel to accomplish all work as required in this Agreement. Specific services are described in detail below.

7.3. Personnel. The Vendor shall provide a qualified work force capable of providing the services specified herein.

8. Definitions

"Agreement Officer" means a person duly appointed with the authority to enter in and administer contracts on the behalf of the Government.

"Government" means the Government of the United States of America.

"Daily" means 5 days per week, on each non-holiday workday.

"Official vehicles" means all vehicles owned by the Government which are used by various Agencies for official purposes.

9. Specifications.

9.1 The Vendor will carry out all services provided by this BPA by utilizing the facilities available in the U.S. Embassy, 91 Queen Sophia Avenue, Athens, Greece or at his facilities.

9.2 The Vendor undertakes the responsibility of providing the above services, on the basis of written authorizations on a BPA call order, as the need arises.

10. Management and Supervision.

10.1 Management. The Vendor shall be responsible for the management of the total vehicle repair services effort. This includes the planning and programming of all services described herein, performance of these services, and compliance with all record and reporting requirements.

10.2 Schedule. The schedule of proposed services shall be maintained by the Vendor. Standard Services shall be delivered between the hours of 08:30 AM and 17:00 PM, daily, Monday through Friday. The schedule shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Embassy.

11. Delivery Schedule

The following items shall be delivered under this Agreement.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To:</u>
Insurance	1	5 days after award	Contracting Officer
List of Personnel	1	5 days after award	Contracting Officer

12. Security

After award, the Vendor shall provide the following list of data on each employee who will be working under the Agreement. The Vendor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take 10 to 15 days to perform. For each individual the list shall include:

- Complete application form provided by the Embassy**
- Copy of ID card**
- Passport**
- Resident’s Permit and Working Permit (for foreigners)**
- Greek Social Security Medical Book**
- Merchant Marine Seaman’s book (if applicable)**
- Penal record of type A**
- Discharge papers (Greek Military service)**
- Pay Book (Greek Armed Forces)**

The Government shall issue identity cards to Vendor personnel, after they are approved. Vendor personnel shall display identity card(s) on the uniform at all times while providing services under this BPA. These identity cards are the property of the US Government. The Vendor is responsible for their return at the end of the BPA, when an employee leaves Vendor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

13. Government Furnished Property/Equipment

13.1 The Vendor has the option to reject any or all Government furnished property or items (see Attachment 3 - GOVERNMENT FURNISHED PROPERTY). However, if rejected, the Vendor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended

purpose, to perform all work and provide all services at no additional cost to the Government. All Government furnished property or items are provided in an "as is" condition and shall be used only in connection with performance under this BPA. The Vendor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the BPA. The Vendor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Vendor negligence.

13.2 The Vendor shall maintain written records of work performed, and report the need for major repair, replacement and other capital rehabilitation work for Government property in its control.

13.3 The Vendor shall physically inventory all Government property in its possession. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting and reconciling the property with written records. The Vendor shall conduct these physical inventories periodically, as directed by the BPA Administrator, and at termination or completion of the BPA.

14. Standard of Conduct.

14.1 Uniforms and Personal Equipment. The Vendor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the BPA Administrator.

14.2 Neglect of duties shall not be condoned. The Vendor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

14.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

14.3 Intoxicants and Narcotics. The Vendor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

14.4 Criminal Actions. Vendor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
-falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
-unauthorized use of Government property, theft, vandalism, or immoral conduct;
-unethical or improper use of official authority or credentials;
-security violations; or,
-organizing or participating in gambling in any form.

14.5 Key Control. The Vendor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this BPA. The Vendor shall not duplicate keys without the BPA Administrator's approval. Where it is determined that the Vendor or its agents have duplicated a key without permission of the BPA Administrator, the Vendor shall remove the individual(s) responsible from this BPA. If the Vendor has lost any such keys, the Vendor shall immediately notify the BPA Administrator. In either event, the Vendor shall reimburse the Government for the cost of rekeying that portion of the system.

15. Insurance

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

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

Bodily Injury and Property Damage on or off the site stated in Euros:

Per Occurrence	€ 17,608
Cumulative	€ 44,020

The types and amounts of insurance are the minimums required. The Vendor 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.

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

any property of the Vendor,
its officers,
agents,
servants,
employees, or
any other person,
arising from and incident to the Vendor's performance of this BPA. The Vendor 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.

The Vendor 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.

16. Laws and Regulations

16.1 Without additional expense to the Government, the Vendor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the BPA and requirements of local law, the Vendor shall promptly advise the Contracting Officer of the conflict and of the Vendor's proposed course of action for resolution by the Contracting Officer.

16.2 The Vendor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this BPA.

17. Cost and payment

17.1 The Vendor will be paid according to the Attachment 1 - Schedule and Cost of Services.

17.2 The prices listed in Attachment 1, include all cost for labor and social security contributions incidental to the work to be carried out by the Vendor.

18. Invoices

The BPA holder shall submit an invoice after completion of each work. The invoice shall identify the BPA call order covered therein, stating the total cost, and supported by recent copies of the delivery tickets.

Materials including spare parts will be reimbursed at the purchase price for all non-expendable items and expendable supplies related to the performance of the services under this BPA. The price to be paid for material shall be based on an established catalog or list price in effect when the material is furnished, less all applicable discounts. In no event shall the price exceed the Vendor's sale price to its most-favored customer for the same item in like quantity, or the current market price, whichever is lower.

Billing Instructions: The electronic invoicing is the preferred means of submitting invoices. The vendor is encouraged to create and submit electronic invoices for this agreement, in lieu of paper copies, to ATHFMCVOUCHER@state.gov. Electronic invoices shall be submitted to the designated billing office specified below.

Financial Management Office

BPA Call Number SGR100-16-L-_____

U.S. Embassy Athens

91, Vas. Sofias Avenue

101 60 ATHENS

Payment shall be made in local currency by Electronic Funds Transfer (EFT) within 30 calendar days after receipt of the proper statement. Payments may be made directly to any bank account established by the Contractor to receive payments. If there is a wire fee for the wire transfer, this fee is the responsibility of the beneficiary. Inquiries pertaining to payment will only be addressed to telephone number 210-720-2287.

If any of the services do not conform with agreement requirements, the Government may require the Vendor to perform the service again at no extra cost. The U.S. Government is exempt from the payment of Value Added Tax (VAT) by virtue of Law No. 1268/30/12/2011. If no VAT exemption is granted by the Ministry of Foreign Affairs, then the U.S. Government is obliged to pay the applicable VAT. The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

19. FAR and DOSAR Clauses

The FAR and DOSAR clauses attached to this BPA shall apply to all purchases made under this BPA. In the event of an inconsistency between the provisions of this BPA and your invoice, the provisions of the BPA shall take precedence.

20. Acceptance

You are requested to acknowledge acceptance of this BPA, including its terms, conditions, and clauses, by signing and returning a copy to GSO/Procurement, U.S. Embassy Athens, Greece.

Sincerely,

Carolyn Calderon
Contracting Officer

BPA Accepted:

Signature	Date
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(Typed/Printed Name and Title of Signer)

Please indicate the remittance or check mailing address in the space provided below if different from the address to which this agreement was addressed.

LIST OF ATTACHMENTS

- Attachment 1- Schedule and Cost of Services
- Attachment 2- Annual vehicle Inspection Government Furnished Property
- Attachment 3- Government Furnished Property

Attachment 1- Schedule and Cost of Services-

Attachment 2-Annual Vehicle Inspection Checklist

(See attached)

Annual Vehicle Inspection Checklist

Post _____ Agency _____ Date _____
 Year/Make/Model _____ VIN _____ Tag _____

Pass	Fail	Item Inspected	Pass	Fail	Item Inspected
		Interior Controls/Dash			Brake System
		Horn			Brake lines and hoses
		Instrument panel lights			Master cylinder
		Windshield wipers			Wheel cylinders/calipers
		Windshield washer			Vacuum assist (power brakes)
		Hazard warning signals			Brake pedal travel
		Gear position indicator (automatic)			Rotors and drums
		Battery/charging indicator/gauge			Brake linings
		Temperature indicator/gauge			Parking brake adjustment
		Oil pressure indicator/gauge			Air compressor and reservoir (air brakes only)
		Speedometer			
		Tachometer (if equipped)			Lights
		Fuel gauge			Headlights (high & low beams)
		Parking brake indicator			Running lights
		Safety belt indicator			Brake lights
		High beam indicator			Turn signals
		Special: ABS, Low tire pressure, SRS, check engine indicators			Backup lights
		Transmission shift lever interlock (engine starts only in park or neutral)			License plate light
		Back-up alarm (if equipped)			Hazard warning lights
		Windshield, Rear Window, Mirrors			Seat Belts
		Wiper arms and blades			Anchors secure
		No windshield cracks > ¼" (6mm)			Belt material condition
		Defroster (front and rear)			Buckle operation
		Rear and side view mirror condition			Take-up reel operation
		Adjustable/controls			

Annual Vehicle Inspection Checklist

Post _____ Agency _____ Date _____
 Year/Make/Model _____ VIN _____ Tag _____

Pass	Fail	Item Inspected	Pass	Fail	Item Inspected
		Wheels and Tires			Steering & Suspension
		Adequate and uniform tread depth			Steering wheel free play
		Sidewall condition			Steering column
		Tire pressure to vehicle standards			Front axle beam and steering components
		Rims			Steering Gear box or rack/pinion
		Wheel bolts/lug nuts			Power assist pump & hoses
		Spare tire condition/pressure			Ball and socket joints
					Tie rods and drag links
		Exhaust System			Spring suspension
		No leaks directly below or in front passenger compartment			Torsion suspension
		Hot components clear of electrical wiring, fuel lines, oil supply, hydraulic lines			Shock absorbers
		Fuel System			Tractor-Trailer Coupling
		Filler cap			Fifth wheel
		Fuel lines (tank to engine)			Locking mechanism
		Fuel tank and mounts secure			Drawbar/toe bar eye and tongue
		Frame			Safety
		Frame condition			Fire extinguisher (if equipped)
		Tire and wheel clearance			Road hazard device(s)

Attachment 3

Government Furnished Property

(See attached)



Department of State

INVENTORY LISTING BY LOCATION REPORT

Business Unit: ATHEN
 Location Code: L00000442
 Omit Replacement Date?: N
 Heritage: N
 Loan: N
 Plifferable: N
 Unclassified: N
 Classified: N
 Asset Classes: All

Print Date: 4/22/2016
 Print Time: 01:55:02 AM
 Report Name: DOS_6051

LOCATION: L00000442 NOX, GSO GARAGE BUILDING: 15015 UNIT: GSO ROOM: GARAGE SUB-ROOM: NOX Annual Inventory Location: Y BUSINESS UNIT: ATHEN Location Type: OF ADDRESS: NOX, GSO GARAGE Custodian:															
Description	Tag Number	Serial Number	Manufacturer	Model	Asset Class/ Category	Last Scan Date	Cond Repl Date	Date Issued	Agency	State Owned Agency	(Average) Total Cost	Qty on Hand	C.O.M. Flag	Risk Flags	Heritage/
TESTER, ENGINE Navigator nano diagnostic interface for ...	077300	DNQDT003021	AXONE		42016 AUTO REPAIR MACH AND EQUIP	12/11/2015	10/9/2022 ACC	10/9/2014	STATE	Y	954.20	1			
TESTER, ENGINE AXONE 4 Mini equipped with a 7 inch backlit ...	078799	DA9DT000380	AXONE		42016 AUTO REPAIR MACH AND EQUIP	12/11/2015	10/9/2022 ACC	10/9/2014	STATE	Y	2162.85	1			
Total Cost For This Agency:											\$3,117.05				

Business Unit: ATHEN
 Location Code: L00000442
 Omit Replacement Date?: N
 Heritage: N
 Loan: N
 Piferable: N
 Unclassified: N
 Classified: N
 Asset Classes: All

Department of State
 INVENTORY LISTING BY LOCATION REPORT

Print Date: 4/22/2016
 Print Time: 01:55:02 AM
 Report Name: DOS_6051

LOCATION: L00000442 NOX, GSO GARAGE BUILDING: 15015 UNIT: GSO ROOM: GARAGE SUB-ROOM: NOX Annual Inventory Location: Y
 BUSINESS UNIT: ATHEN Location Type: OF

ADDRESS: NOX, GSO GARAGE
 Custodian: MR. HOHMAN, JEROME

Description	Tag Number	Serial Number	Manufacturer	Model	Asset Class/Category	Last Scan Date	Cond Repl Date	Date Issued	Agency	State Owned Agency	(Average) Total Cost	Qty on Hand	C.O.M. Flag	Risk Flags	Heritage/
COMPRESSOR, AIR AIR COMPRESSOR	063745	D021887	X	CADRSPKG, R	49301 MISC MACHINERY AND EQUIP	12/16/2015	5/5/2013 ACC	5/5/2007	550000	N	2000.00	1			
FIRE EXTINGUISHERS I-A-10-G	068818	ZU480764	ANSUL	10	37001 FIRE SAFETY EQUIP	12/16/2015	8/1/2015 ACC	8/1/2009	550000	N	80.00	1			
FIRE EXTINGUISHERS I-A-10-G	068873	X	ANSUL	10	37001 FIRE SAFETY EQUIP	12/11/2015	8/1/2015 ACC	8/1/2009	550000	N	80.00	1			
Total Cost For This Agency:											\$2,160.00				
FACSIMILE (FAX) MACHINE CANON, MDL L-350	047179	HBI 17615	CANON	L-350	23105 COMMUNICATIONS EQUIP	12/11/2015	7/11/2008 ACC	7/11/2000	ICASS	Y	734.88	1			
LIFTER VEHICLE LIFTING MECHANISM	048140	488A0422	STENHOJMAJOR	STENHOJMAJ OR	46104 MOVE,WHSE EQUIP AND SUPP	12/11/2015	1/1/2016 01	1/1/1996	ICASS	Y	1500.00	1			
WHEEL-BALANCING MACHINE WHEEL BALANCER ON VEHICLE	048617	3048	BEISSBARTH	W330	42024 AUTO REPAIR MACH AND EQUIP	12/11/2015	9/11/2008 ACC	9/11/2000	ICASS	Y	2342.11	1			
LATHE AMMCO,MDL 4000 COMBI DRUM/DISC	048791	115436	AMMCO	4000	41006 METALWORKING MACH AND EQUIP	12/11/2015	1/8/2007 ACC	1/8/2001	ICASS	Y	6838.81	1			

Business Unit: ATHEN
 Location Code: L00000442
 Permit Replacement Date?: N
 Heritage: N
 Loan: N
 Transferable: N
 Unclassified: N
 Classified: N
 Asset Classes: All

Department of State
 INVENTORY LISTING BY LOCATION REPORT

Print Date: 4/22/2016
 Print Time: 01:55:02 AM
 Report Name: DOS_6051

LOCATION: L00000442 NOX, GSO GARAGE BUILDING: 15015 UNIT: GSO ROOM: GARAGE SUB-ROOM: NOX Annual Inventory Location: Y
 BUSINESS UNIT: ATHEN Location Type: OF

ADDRESS: NOX, GSO GARAGE
 Custodian: MR. HOHMAN, JEROME

Description	Tag Number	Serial Number	Manufacturer	Model	Asset Class/Category	Last Scan Date	Repl Date Code	Cond Date Issued	Agency	State Owned Agency	(Average) Total Cost	Qty on Hand	C.O.M. Flag	Risk Flag	Heritag
LIFTER PC 2 POST AUTOLIFT OMCN ART 199/R	055866	197	KABADAYIS	199/R	46104 MOVE,WHSE EQUIP AND SUPP	12/11/2015	1/9/2024 01	1/16/2004	ICASS	Y	9782.00	1			
OVEN, MICROWAVE SHARP, MICROWAVE, R775W	058214	021008864	SHARP	R775W	32115 KITCHEN APPLIANCES	12/11/2015	7/30/2008 ACC	8/13/2006	ICASS	Y	250.90	1			
ADP/MP EQUIPMENT, OTHER VEHICLE DIAGNOSTIC MACHINE	060920	230990727	BOSCH	KTS 651	25990 DATA PROCESSING EQUIP, MISC	12/16/2015	10/17/2010 ACC	10/17/2006	ICASS	Y	12101.91	1			
AIR CONDITIONERS A/C, TOSHIBA INVERTER, 10000 BTU	061912	62700014	KOUSOULAS	RAS10GKV-E2	31100 REFRIGERATION APPLIANCES	12/11/2015	8/7/2009 ACC	8/7/2006	ICASS	Y	688.55	1			
VACUUM CLEANER CARPET UPHOLSTERY CLEANING MACHIN	061964	1433	NILFISK	AX 9"	35041 HOUSEHOLD APPLIANCES, NOC	1/20/2016	11/6/2010 ACC	11/6/2006	ICASS	Y	688.06	1			
ADP AND WP EQUIPMENT RECYCLING OF FREON	063744	C086206	ERSKA	R134A-ECK30 00-N6	25000 ADP AND WP EQUIP	12/11/2015	6/25/2014 ACC	6/25/2010	ICASS	Y	5289.00	1			
AUTOMOTIVE REPAIR MCHY & EQP AFTOMATOS EKTILIXTIS	066794	X			42000 AUTO REPAIR MACH AND EQUIP	12/11/2015	12/15/2013 ACC	12/15/2008	ICASS	Y	626.60	1			
CAR WASH KARCHER HIGH PRESSURE CLEANER	068183		KARCHER	HDS-C 8/15	42005 AUTO REPAIR MACH AND EQUIP	12/11/2015	12/19/2018 ACC	2/1/2013	ICASS	Y	10895.06	1			

Business Unit: ATHEN
 Location Code: L0000442
 Omit Replacement Date?: N
 Heritage: N
 Loan: N
 Pufferable: N
 Unclassified: N
 Classified: N
 Asset Classes: All

Department of State
 INVENTORY LISTING BY LOCATION REPORT

Print Date: 4/22/2016
 Print Time: 01:55:02 AM
 Report Name: DOS_6051

LOCATION: L0000442 NOX, GSO GARAGE		BUILDING: 15015		UNIT: GSO	ROOM: GARAGE	SUB-ROOM: NOX	Annual Inventory Location: Y		Location Type: OF						
BUSINESS UNIT: ATHEN															
ADDRESS: NOX, GSO GARAGE															
Custodian: MR. HOHMAN, JEROME															
Description	Tag Number	Serial Number	Manufacturer	Model	Asset Class/ Category	Last Scan Date	Cond Repl Date	Date Issued	Agency	State Owned Agency	(Average) Total Cost	Qty on Hand	C.O.M. Flag	Risk Flags	Heritage/
CAR WASH KARCHER AUTOMATIC VACUUM	068184		KARCHER	MONO SB-SAUGER	42005	12/11/2015	12/18/2018	ACC 2/1/2013	ICASS	Y	3033.84	1			
SAW Jigsaw cordless professional BOSCH GST 18V-L...	068203		BOSCH	L-BOXX 0601581305	43201	12/16/2015	6/21/2019	ACC 6/21/2013	ICASS	Y	632.60	1			
DISPLAY, LCD MONITOR ATI 19" MONITOR	069061	Z2JFHCLZ905803	SAMSUNG	ATI, B1940ER	25249	12/11/2015	12/15/2014	11/26/2012	ICASS	Y	214.99	1			
PRINTER, OTHER COLOR LASER	071056	CNCG867374	HP	P2055DN	25515	12/11/2015	10/17/2015	ACC 4/23/2012	ICASS	Y	276.80	1			
Total Cost For This Agency:											\$55,896.13				
REFRIGERATORS REFRIGERATOR, AMANA, GT1726PVCW	055345	22996401CJ	AMANA	GT1726PVCW	31200	12/11/2015	10/9/2007	ACC 10/9/2003	STATE	Y	866.29	1			
CAR WASH NEW VEHICLE MAT MACHINE MODEL "CARPYDRY" WITH...	068201	E002064	MR. NIKOLAOS PETALAS		42005	12/11/2015	8/21/2019	ACC 8/21/2013	STATE	Y	4238.41	1			
ADP/WP EQUIPMENT, OTHER VEHICLE DIAGNOSTIC MACHINE	071213	OTC1210V44946	DREXEL		25990	12/11/2015	9/14/2016	ACC 9/28/2012	STATE	Y	4026.75	1			

Business Unit: ATHEN
 Location Code: L0000442
 Omit Replacement Date?: N
 Heritage: N
 Loan: N
 Piferable: N
 Unclassified: N
 Classified: N
 Asset Classes: All

Department of State
 INVENTORY LISTING BY LOCATION REPORT

Print Date: 4/22/2016
 Print Time: 01:55:02 AM
 Report Name: DOS_6051

LOCATION: L0000442 NOX, GSO GARAGE BUILDING: 15015 UNIT: GSO ROOM: GARAGE SUB-ROOM: NOX Annual Inventory Location: Y
 BUSINESS UNIT: ATHEN Location Type: OF

ADDRESS: NOX, GSO GARAGE
 Custodian: MR. HOHMAN, JEROME

Description	Tag Number	Serial Number	Manufacturer	Model	Asset Class/Category	Last Scan Date	Repl Date Code	Cond Date Issued	Agency	State Owned Agency	(Average) Total Cost	Qty on Hand	C.O.M. Flag	Risk Flags	Heritage/
ADP/WP EQUIPMENT, OTHER MULTIPLE DIAGNOSITC INTERFACE	071214	1209-22127993	DREXEL		25990 DATA PROCESSING EQUIP, MISC	12/16/2015	9/14/2016	ACC 9/14/2012	STATE	Y	1598.95	1			
TOOL SET, AUTO MECHANIC Battery Booster	071253				42041 AUTO REPAIR MACH AND EQUIP	12/16/2015	9/26/2018	9/28/2012	STATE	Y	661.99	1			
AUTOMOTIVE REPAIR MCHY & EQF ELECTRONIC WHEEL BALANCER AND ACCESSORIES	071254	01377	RAVAGLIOLI	PLUS 81 A	42000 AUTO REPAIR MACH AND EQUIP	12/11/2015	9/27/2017	ACC 10/1/2012	STATE	Y	3460.00	1			
AUTOMOTIVE REPAIR MCHY & EQF AUTOMATIC TIRE CHANGER AND ACCESSORY	071256	00647	RAVAGLIOLI	PLUS 81A	42000 AUTO REPAIR MACH AND EQUIP	12/11/2015	9/27/2017	ACC 10/29/2012	STATE	Y	5497.38	1			

Total Cost For This Agency: \$20,349.77

Total Cost For This Location \$81,522.95

Number of Records: 28

Total Cost for All State Owned Agency Property: \$ 79,362.95
 Total Cost for All Non-State Owned Agency Property: \$ 2,160.00
 Total Cost For All Locations: \$81,522.95

*****End Of Report*****

CLAUSES FOR BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS
CONTRACTING ACTIVITIES

(COMMERCIAL ITEMS)

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://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to see the links to the FAR. DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE(JUL 2013)
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
- 52.228-3 WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
- 52.228-4 WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE (APR 1984)
- 52.229-6 FOREIGN FIXED PRICED CONTRACTS (FEB 2013)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
- 52.233-1 DISPUTES (JUL 2002), *Alternate I (DEC 1991)*
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all Vehicle repair and maintenance services set forth in the scope of work.	1. thru 19.	All required services are performed and no more than one (1) customer complaint is received per month.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FEB 2016)

(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) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (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 (Oct 2015) ([41 U.S.C. 3509](#))).
- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (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. (Oct 2015) ([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) [Reserved].

- __ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- __ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- __ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- __ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- __ (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 (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2015) ([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 (Oct 2015) of [52.219-9](#).
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- __ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- __ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

__ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

__ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

__ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).

__ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

__ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

__ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).

__ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

__ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

__ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

__ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

__ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of [52.223-13](#).

__ (37)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-14](#).

- __ (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- __ (39)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- __ (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- __ (41) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- __ (42)(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](#).
- __ (43) [52.225-5](#), Trade Agreements (FEB 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- __ (44) [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).
- __ (45) [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](#)).
- __ (46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- __ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- __ (50) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (51) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (52) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

___ (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (54)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#)) and [10 U.S.C. 2631](#)).

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

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

[Contracting Officer check as appropriate.]

___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

___ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

___ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [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](#)).

___ (5) [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](#)).

___ (6) [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](#)).

___ (7) [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](#)).

___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

___ (10) [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 (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 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 \$700,000 (\$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) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(v) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

(ix) [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](#).

(x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(xi) __ (A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).

__ (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).

(xii) [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](#)).

(xiii) [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](#)).

(xiv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) [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](#)).

(xvii) [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](#).

(xviii) [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)

Alternate I (Feb 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

Alternate II (Oct 2015). As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.219-8](#), Utilization of Small Business Concerns (Oct 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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(D) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(E) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(F) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(G) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(H) [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](#).

(I) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(J) ___(1) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).

___(2) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).

(K) [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](#)).

(L) [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](#)).

(M) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(O) [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](#).

(P) [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](#).

The following Department of State Acquisition Regulations (DOSAR) clauses (48 CFR Chapter 6) are incorporated by reference:

<u>DOSAR</u>	<u>TITLE AND DATE</u>
652.225-71	SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979 (AUG 1999), as amended
652.228-71	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (JUNE 2006)
652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
652.237-72	OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)
652.242-70	CONTRACTING OFFICER’S REPRESENTATIVE (AUG 1999) The COR is the MTO supervisor
652.242-73	AUTHORIZATION AND PERFORMANCE (AUG 1999)
652.243-70	NOTICES (AUG 1999)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government e-mail.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (JUNE 2006)

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third-country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

Paragraphs (b), (c), (d), (e) and (f) are marked as *RESERVED* per PIB 2012-17.

(g)(1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:

- (i) Contract number;
- (ii) Name of Contractor;
- (iii) Brief description of the services to be provided under the contract and country of performance;
- (iv) Name and position title of individual(s);
- (v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
- (vi) Dates (or timeframe) of performance at the overseas location; and,
- (vii) Evidence of alternative worker's compensation coverage for these employees (e.g., evidence that the State worker's compensation program covers workers on short-term foreign assignments).

(3) The Contracting Officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

EVALUATION FACTORS

The Government intends to award a Blanket Purchase Agreement (BPA) resulting from this solicitation to the quoter(s) that offers the lowest priced, technically acceptable quotation and who is/are also a responsible Contractor. The Government may elect to award a single BPA or multiple BPAs, dependent upon quality of quotations received and need. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable quotations that do not conform to the solicitation.
- b) **Technical Acceptability.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the quoter with its quotation.
- c) **Price Evaluation.** The lowest price will be determined by adding all the offered prices to reach a total price. Since no estimated quantities are provided, unit prices will simply be added together to reach a total price, for evaluation purposes. This addition will be done for each period of performance, arriving at a grand total. The Government reserves the right to reject quotations that are unreasonably low or high in price.
- d) **Responsibility Determination.** Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

OFFEROR

REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FEB 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (q) of this provision.

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (q) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product Listed Countries of Origin

_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) Representation. The Offeror represents that—

- (i) It is, is not an inverted domestic corporation; and
- (ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) 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 is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) 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; and

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

(End of provision)

Alternate I (Oct 2014). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES

(JUNE 2006)

(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 Greece

- 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.

(d) RESERVED

(End of provision)

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATIONS 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)