

Embassy of the United States of America

February 28, 2016

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number PR5045616 for Maadi House Survey

The Embassy of the United States of America invites you to submit a quotation for complete survey and study of the Maadi House main building located at 21 Rd 19, Maadi, Cairo, Egypt.

Your quotation must be e-mailed to CairoContracts@state.gov with the subject line **“Offer for RFQ Number PR5045616 for Maadi House Survey”** on or before **2:00 p.m. on March 15, 2016**.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-18
2. Section A;
3. Additional information as required in Section J.

Direct any questions regarding this request for quotations to the Cairo Contracting team by letter, by telephone (+202-2797-3055), or by email (CairoContracts@state.gov) during regular business hours.

Sincerely,

Richard Johnson
Contracting Officer

TABLE OF CONTENTS

SF-18 COVER SHEET

- A. PRICES
- B. STATEMENT OF WORK
- C. PACKAGING AND MARKING
- D. INSPECTION AND ACCEPTANCE
- E. DELIVERIES OR PERFORMANCE
- F. CONTRACT ADMINISTRATION
- G. SPECIAL TERMS AND CONDITIONS
- H. CLAUSES
- I. LIST OF ATTACHMENTS
- J. INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION
- K. EVALUATION CRITERIA
- L. REPRESENTATIONS, CERTIFICATIONS AND OTHER

**REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)**

THIS RFQ IS NOT A SMALL BUSINESS SET-ASIDE

1. REQUEST NO.	2. DATE ISSUED 02/28/2016	3. REQUISITION/PURCHASE REQUEST NO. PR5045616	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
----------------	------------------------------	--	--	--------

5a. ISSUED BY AMERICAN EMBASSY CAIRO US EMBASSY CAIRO 8 KAMAL EL DIN SALAH, ATTN: PROCUREMENT/CONTRACTING OFFICE CAIRO 11519	6. DELIVER BY (Date) 03/15/2016
--	------------------------------------

5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
NAME Hany Gerguis	TELEPHONE NUMBER	9. DESTINATION

8. TO:		a. NAME OF CONSIGNEE AMERICAN EMBASSY CAIRO
a. NAME N/A	b. COMPANY NOVENDOR	b. STREET ADDRESS US EMBASSY CAIRO 8 KAMAL EL DIN SALAH, ATTN: SPM RECEIVING OFFICE

c. STREET ADDRESS		c. CITY CAIRO
d. CITY	e. STATE	f. ZIP CODE 11519

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 03/15/2016	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)
	SEE LINE ITEMS				

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

NOTE: Additional provisions and representations [] are [] are not attached.

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

11. SCHEDULE

(Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Request for Quotations Number PR5045616 for Maadi House Survey as per the attached document. Funding Information: Total: 0.00 ----- 0.00	1.00	LS	0.00	0.00

SECTION A - PRICING

A.1. The Contractor shall perform all work necessary to produce a complete survey and study of the Maadi House main building to include a complete set of construction plans and technical specifications sufficient for the construction of the renovation described in this contract. This shall include, but is not limited to, any architectural and engineering survey, study, and proposed design, analyses, cost estimates, and other services described in the Statement of Work.

A.2. VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

A.3. This is a firm fixed-price purchase order for Items 1 to 5 below in the amount of **EGP** _____.

The A/E shall deliver the following items:

Item No.	Quantity	Unit	Description	Price in EGP
1	*	LOT	Survey and Renovation Study Presentation	
2	*	LOT	60% of the Kitchen design phase I	
3	*	LOT	100% Kitchen design, Phase I	
4	*	LOT	60% Renovation Design phase II	
5	*	LOT	100% Renovation Design Phase II	
Total firm-fixed price				
6	1		Total	

The Government may issue a modification to the contract to require construction phase services on a time-and-materials basis. This modification shall be effective during the actual construction process. The hourly rate includes all overhead and profit. The following labor hour rates shall apply to such work:

Labor Category	Hourly Rate	Estimated Hours
Principal		
Senior Architect		
Junior Architect		
Senior Draftsperson		
Junior Draftsperson		
Interior Designer		
Senior Electrical Engineer		
Senior Mechanical Engineer		
Senior Structural Engineer		
Junior Engineer		
CADD Operator		
Clerical		

SECTION B - STATEMENT OF WORK

B.1.0. GENERAL INFORMATION

Introduction. The Government of the United States of America (USG), acting through its Embassy in Egypt, intends to do a complete renovation for the main building of the Maadi House, American Club, located in #21 Rd 19, Maadi, Cairo, Egypt.

The USG will contract a pre-qualified firm to perform a complete survey and develop complete drawings and specifications for the existing facility and the proposed renovation design based on the criteria and concepts provided.

The A/E shall perform all services required to prepare and to finish complete construction documents consisting of, but not limited to, contract drawings, technical specifications, bills of quantities, cost estimate, design analysis and a construction schedule.

Upon completion of the design, the USG will contract for the construction with a responsible construction contractor.

B.2.0. PROJECT REQUIREMENTS

B.2.1. Description of Project

The intent of this contract is to develop a complete renovation package for the main building. The scope of the required renovation shall include the upgrade, repair and/or replacement of all building systems. This is to include plumbing, HVAC, electrical, fire and life safety, the communication network and the sound system. It will also include roofing, interior design with finishes, interior and exterior doors and windows, and the exterior building facades, except if otherwise noted to keep or re-use. Special required design criteria are included herein.

Design shall be completed on two phases:

Phase I: Kitchen and food preparation area

- a. This phase shall have priority and urgency in developing, and shall be processed for solicitation and construction separately upon the completion of the design phase.
- b. The phase is highlighted on **Fig. 1 (Exhibit A)** and detailed as proposed zones on **Fig. 3 (Exhibit A)**; to include storage, preparation, washing, cooking, and serving areas.
- c. Equipment and furnishings are noted on drawings for what is existing and will be re-used, and what is required and will be purchased by the Government.

- d. The given layout is a proposal. The A/E shall use it for guidance and shall enhance and modify it into new proposals (minimum of two), that provide better operation, function and circulation. These proposals shall be submitted as part of the presentation.
- e. The new design shall provide an efficient layout taking into consideration the function, scale, circulation, existing and new equipment and other requirements of the users
- f. Special design criteria for the kitchen include:
 - Provide proper accessibility for the level change between the kitchen and the dining areas.
 - Removal of the metal ladder to the elevated storage room and use the back access.
 - Installation of a new Kitchen Hood and exhaust fan as part of the HVAC system and fire suppression system.
 - Selection of finishes to allow for hygiene and easy maintenance, such as stainless steel wall panels, special kitchen slip resistance flooring, washable ceiling tiles, etc..

Phase II: Renovation of the interior and exterior of the building

- a. This phase shall include the remaining interior areas as highlighted on **Fig. 1** and **Fig. 2 (Exhibit A)**, and the exterior facades of the building.
- b. This phase shall be processed for solicitation and construction after the completion of **Phase I**, and can be divided into phases, as highlighted on **Fig. 2 (Exhibit A)**, according to funds availability and to accommodate continuous operation of the facility.
- c. Exterior general: design shall provide for a complete repair and upgrade of all façades. This will include the replacement of all doors and windows, unless otherwise noted, and all visible mechanical, electrical and plumbing elements, The design shall take into consideration the age, style and function of the building.
- d. Interior general: Review of the layout for a more functional and aesthetically pleasing use of space. This is required without affecting any of the load bearing walls or the structural integrity of the building. Newly introduced building systems shall include a sound system throughout.
- e. Dining room: Special design criteria to include:
 - Keep the newly replaced aluminum windows and doors.
 - Re-use the existing dining furniture

- Replace the corrugated metal roof and keep the existing supporting structural steel elements
 - Consideration and proposals for new ceiling finishing and lighting using the industrial style. Examples of ideas that can be implemented into the design are included herein as **Exhibit B**.
 - Proper sound attenuation needs to be incorporated in the design.
- f. Reception, Café, and Blue room: Design is required to include the following:
- The current toilet to be turned into a storage area.
 - New toilet using to be added as part of the Blue room with entrance from the Reception space.
 - Re-use the existing furniture of the café area
 - New furniture for the blue room
 - Consider re-using the historic wood windows and door in the these space.
- g. Stair Hall: Create an overall interior design for the space
- Consider opening up the covered arched window in the stairwell
 - Install handrails that meet the IBC requirements.
- h. Bar and Billiard room: The existing interior finishes are in better condition than the Ground floor. The Existing bar furniture, billiard tables and floor tiles shall remain, other interior ideas for the wall painting and ceiling are required.
- i. First floor rest rooms: New interior finish, including tiles, marble, plumbing fixture and partitions are required. This is in addition to the basic plumbing and electrical systems.
- J. Plumbing System: The complete plumbing system is to be replaced in its entirety within the building and then connected to the existing exterior networks for supply and sewage.
- k. HVAC system: The complete mechanical system is to be replaced. We recommend the use of a VRV system. Exposed ducts and mechanical system in the dining space can be included as an option during the Renovation Study Presentation. Special criteria for the bar area should be considered to provide an average temp of 18 degrees when fully occupied.
- l. Electric system: The complete electrical system is to be replaced in its entirety. Location of the new electric panels are included as a proposal in **Exhibit A**. Use VOIP for communication network design.

B.2.1.1 Codes and Standards.

All work shall be governed by the NFPA 70 National Electrical Code (NEC) (Edition 2014) and the 2015 International Code Council body of codes, which includes the International Building Code (IBC), International Mechanical Code,

and the International Plumbing Code. The A/E is responsible for compliance with all building Codes. Work not in compliance with the IBC and NEC shall be deemed unacceptable. Egyptian code is acceptable provided it is more stringent than the aforementioned codes. The A/E has the burden to prove to the CO that the Egyptian code is more stringent. In the event of discrepancy, disagreement or uncertainty the 2014 National Electrical Code and the 2015 International Code Council body of codes, which includes the International Building Code (IBC), International Mechanical Code, and the International Plumbing Code shall prevail.

B.2.2. General Requirements

B.2.2.1. This design is a multidiscipline effort that requires complete architectural and engineering services to define the construction, operating, and maintenance requirements of the facilities. In addition to the normal architectural and engineering services provided for building design, the design services required include, but are not limited to: interior design, signs, fire and life safety protection, physical security, seismic, sound system and communication network.

B.2.2.2. RESERVED

B.2.2.3. The Contractor shall carefully review and coordinate drawings and specifications, and other project documents before submittal. This includes identifying all interface points and controls between drawings and documents. The Contractor shall have a quality control program in effect, which will require his employees and consultants to thoroughly review and coordinate all project data prior to submittals. The Contractor shall correct deficiencies, ambiguities, conflicts, and inconsistencies before submitting documents or they will be rejected by the Contracting Officer. The letter of transmittal shall certify that all documents have been reviewed and coordinated prior to submittal. The certification shall be signed by a principal of the Contractor's firm. The Contracting Officer's Representative (COR) will review and approve the Quality Assurance/Quality Control (QA/QC) program proposed by the Contractor. This program shall indicate the method of controlling the quality of all work produced by the Contractor and consultants. Refer to FAR Clause 52.236-23, "Responsibility of the Architect/Engineer Contractor".

B.2.2.4. The Contractor shall produce plans and specifications. The layout of individual drawings shall convey the required design and construction information. Symbols used shall be accepted international industry standards and shall be shown in the legend. Lettering shall be of sufficient size to be clearly read when drawings are reduced to half size.

B.2.2.5. Specifications shall not rely on sole-source designations to circumvent the requirement for full and open competition in the purchase of construction materials and equipment. When a sole-source manufacturer, product, or equipment is specified, the Contractor shall notify the U.S. Government in written report. This report shall be

accompanied by a justification explaining why sole-source acquisition is necessary and appropriate for the project. The justification shall provide the information that would be required by the Federal Acquisition Regulation (FAR Subpart 6.3). The justification must also explain why the salient characteristics of proposed sole source equipment cannot be described in the specifications. No classified work shall occur under this contract.

B.2.2.6. Except as expressly directed by the Government, the Contractor shall minimize the use of Government-furnished equipment, materials, and supplies to be provided to the construction contractor through the design of the construction documents.

B.2.2.7. Schedule requirements for this Statement of Work are contained in Section E. The "design-to" budget cost data is contained in G.2.

B.2.2.8. The Contractor shall prepare a detailed written record of all conferences and meetings with representatives of Post related to the project. The Contractor shall also document telephone conversations in which decisions affecting the project are made. The Contractor shall submit one copy of these records to the Contracting Officer's Representative (COR) within **five days** after the event. The written format established by the Contractor for these records will be subject to the approval of the COR. Each record shall conclude with the following statement: "The matters reported in this document are considered by the Contractor to be within the scope of this contract as presently priced, except for items "**none**" as further described below."

B.2.2.9. The Contractor shall provide designs that are cost-effective as to usable space and that provide maximum flexibility for future uses. The Government will exercise particular care in consideration of these requirements in the design review and approval process.

B.3.0. SPECIAL REQUIREMENTS

B.3.1. The Contractor shall produce a design that will be constructed with materials, finishes, fixtures, equipment, and systems that provide operational dependability and easy to maintain or replace with those most readily available supplies and services. The Contractor shall emphasize uniformity of parts and components to maximize interchangeability. During the design phase the Contractor shall address operations and maintenance (O&M) considerations.

B.3.2. The Contractor shall provide specific operations and maintenance data and information for systems that will require a maintenance program by the Government.

B.3.3. The Government will provide comments to the Contractor in writing and in a standard format, numbered and grouped by discipline. Review conferences will be held if deemed necessary by the COR. The Contractor shall respond to these comments in writing within **five (5) days** for 60% and 100% design submissions. The A/E contractor shall incorporate all review comments into the design and return all annotated material with the next submission. Comments not accepted by the Contractor shall be brought to

the attention of the Contracting Officer's Representative in writing immediately for resolution. Decisions of the Contracting Officer to incorporate the comments considered within the scope of work of the contract will be final. Review comments outside the existing contract scope of work will require a contract modification.

No work shall be initiated until the Government has provided review comments under each submittal. The Contractor shall provide in booklet form and in **Two** copies all comments and the actions taken in response to the comments.

B.4.0. EXISTING CONDITIONS

B.4.1. Site

The property is located in the Maadi old residential area, and has been utilized as the club for the American diplomatic mission in Cairo.

B.4.2. Surveys

Attached as **Exhibit A**, are drawings showing accurate as-built of the main building:

- Floor plans of each floor
- Outline of the facades
- Existing HVAC system
- Existing plumbing system
- Existing electric lighting and power
- Proposed locations of the electric panel boards

B.4.3. Existing Building

Notation on equipment and furniture that will be re-used on the new design and listing of the new equipment that will be purchased by the Government

The main building subject of this contract is a load bearing type building of 2 levels, a garage, and a small basement. The building is more than 75 years old, not only is the building showing normal wear and tear for its age, the multiple additions of mechanical and electrical equipment has taken its toll. The entire envelope needs to be cleaned, repaired and restored to its original condition. The electrical and mechanical systems are extremely out dated and not sufficient for the current and projected future usage of the building. In addition, the spaces of not well planned or laid out for their current uses. Finishes are extremely dated and worn. Windows and glazing are an old single pane thermally inefficient type covered by metallic security grilles that do not meet current standards.

B.5.0 DESIGN REQUIREMENTS

B.5.1. General Requirements

The requirements in this statement of work serve as direction to the Contractor in the development and delivery of a complete set of construction documents. These documents shall provide the necessary interfaces, coordination, and communication among the designer, constructor, and special disciplines (physical security, communications, fire and

life safety, and computer systems). All submittals must be of a quality to achieve this result. The Contractor shall perform its services in accordance with professional standards of skill, care, and diligence adhered to by reputable, first-class firms performing services of the same or similar nature for facilities of similar complexity. The Contractor's design shall conform to generally accepted engineering practices and the approved design criteria.

B.5.2. Design Process

The design shall consist of the following parts:

- a. 60% Kitchen design, Phase I
- b. 100% Kitchen design, Phase I
- c. 60% Renovation Design phase II
- d. 100% Renovation Design phase II

The Contractor shall be required to make **one** oral presentations to the Government for the "Survey and Renovation Study", **14 days after awarding the PO.**

The Contractor shall cease all design work during the Government review periods until receipt of written review comments from the Government on each of these submittals. Any design work on the project during these review periods is at the Contractor's risk. The Contractor shall consider this temporary cessation of work in its planning and scheduling.

B.6.0. SUBMITTAL REQUIREMENTS

B.6.1. Survey and Renovation Study Presentation:

B.6.1.1 Site visit:

The design firm shall perform a site visit to the property, meet with the Embassy FAC staff and be briefed on the problems of the existing design and concept ideas on changes required as options to consider.

B.6.1.2 The design firm will prepare at least 2 proposals for concept ideas for both phases I & II, and present these ideas to the Embassy. The presentation shall be submitted electronically and in colored hard copies to include 3D views, as needed, to illustrate the ideas, associated with budget estimates, complexity and time impact of each proposal, other advantages and disadvantages of each proposal, and a recommendation on the best proposal. If none of the proposals are accepted, the design firm will prepare two additional proposals based in feedback received from the initial effort.

B.6.1.3 Based on the presentation and the recommendation of the design firm, the Embassy will select the required proposal, or combination of proposals, and forward to the design firm to proceed with the design.

B.6.1.4 Design discussion meeting can be scheduled at the 35% design phase to discuss progress, confirm design decisions, problems, and general constraints found, if any. During the discussion meeting the design firm shall describe the entire project in terms of architectural and engineering systems showing existing conditions, demolition required, changes and proposed systems and materials. This shall include all building systems for both phases I & II (Architectural, Structural, Roofing, Electrical, Mechanical, Communication, Fire alarm and fighting, Safety, special security upgrade requirements, Finishes, etc.)

B.6.2. 60% Submittal

B.6.2.1 The A/E shall prepare documents fully portraying all aspects of the work contained in this Statement of Work. This shall include drawings of all disciplines and comprehensive specifications, for each phase.

B.6.2.2 Architectural: Include plans, elevations, sections, details, opening schedules, interior elevations and finishes. Specification shall be complete and detailed and a full description of features, including optional and any sole-source requirements, shall be provided. Provide catalog cuts and brochures for all finishes and materials used.

B.6.2.3 Electrical: Prepare drawings and specifications setting forth, in detail, the requirements for the construction of the entire project. Provide power and lighting plans that are fully coordinated with the other disciplines. Identify and coordinate locations for new electrical equipment, above ceiling, show cable and raceway routing and structures. A higher level of detail is required on these drawings. Submit drawings (corrected and updated) listed in the schematic design, design development, and the following:

- a. Incoming Service: Clearly show the interface between new and existing works and indicate who furnishes and installs each system, equipment, etc.
- b. Power Plans: Provide a drawing, which shows receptacles, safety switches, branch circuits and associated end user equipment etc..
- c. Schedules: Provide schedules needed for the project.
- d. Lighting Plans: Indicate the location of all-lighting fixtures, switches, and branch circuit wiring. Switching methods shall be shown. Lighting shall be adapted to the finishes in the rooms. Energy-efficient light sources shall be the requisite. The use of incandescent fixtures shall be limited. Indicate typical branch circuit wiring for appliances.
- e. Phone/Data/Auxiliary: Show locations of phone, data and auxiliary closets, conduit chases and outlets.

- f. Fire alarm, security systems: Show location of devices and main controller for all systems and their corresponding conduits and wiring.
- g. Single-Line Diagram: The single line diagram shall include connected and normal continuous loads on panels and transformers; also.
- h. Details: Provide plans and installation/interconnection details as required.
- i. Riser Diagram: Identify all cable and wire types, lengths, and interconnections from the MDP to the outlet termination location.
- j. Electrical Drawings and Diagrams: Electrical drawings and diagrams that shall be complete to include load and panel schedules, communications and equipment layout drawings.
- k. Specification: Provide detailed and complete specifications CSI for the electrical design in accordance with requirements elsewhere herein. Electrical equipment shall be specified and a full description of features, including optional and any sole-source requirements, shall be provided. The specific manufacturer and model number used as the basis of design shall be listed in the specifications for each item or type of equipment. Provide an entire package of catalog cuts and brochures for all equipment and materials. Indicate which have changed since the previous submission.

B.6.2.4 Mechanical: For the HVAC and plumbing systems, prepare drawings and specifications setting forth, in detail, the requirements for the construction of the entire project;

- a. Provide Plumbing supply and drainage drawings.
- b. Clearly show interface between new and existing works and indicate who furnishes and installs each system, equipment, etc.
- c. Provide plans and installation/interconnection details as required
- d. Provide riser diagrams for the supply and drainage networks to include venting.
- e. Provide HVAC drawings that are fully coordinated with the other disciplines. Include proper exhaust for the garage and Carbon mono-oxide monitoring if needed.
- f. Identify and coordinate locations for A/C equipment and its electric connections and drainage.
- g. Specifications: Provide detailed and complete CSI specifications for the mechanical design in accordance with requirements elsewhere herein.

Plumbing and HVAC equipment shall be specified and a full description of features, including optional and any sole-source requirements, shall be provided. The specific manufacturer and model number used as the basis of design shall be listed in the specifications for each item or type of equipment. Provide an entire package of catalog cuts and brochures for all equipment and materials. Indicate which have changed since the previous submission.

- B.6.2.5. Fire & Life Safety: The designs shall be presented for review at the 60 and 100 percent phases. This review shall incorporate fire protection features to include the kitchen exhaust hood fire suppression system, and location of the Portable Fire Extinguishers and the Emergency Lighting
- B.6.2.6 The design firm shall furnish the government with bound sets of manufacturers' catalogs of specified equipment and materials and all pertinent sections of codes, handbooks, standards, etc., referenced in the drawings or specifications. This is to provide information for offerors, with certain sole-source and or-equal identifications depending upon how important the equipment is to serve critical operations.
- B.6.2.7 Specify all equipment, and a full description of all features - including optional and sole-source requirements, if any. The A/E shall list the specific manufacturer and model number (including any options) used as the basis of design in the specification for each item or type of equipment, followed by the phrase "or approved equal". Submit specifications in draft form with the 60% submittal.
- B.6.2.8 Develop and provide a preliminary construction schedule at the 60% submittal based on a cost-loaded Critical Path Method (CPM) and a final schedule at the 100% submittal. This schedule will be used to develop the schedule of performance.
- B.6.2.9 Updated Breakdown of Proposal Prices and construction cost estimate.

B.6.3. 100% Submittal - Final Construction Documents

- B.6.3.1 The design firm shall develop all documents to the 100% stage incorporating all comments made to the 60%. These documents shall portray all of the items for construction. Documents shall include written specifications, drawings, construction cost estimates, estimated construction schedule, and a breakdown of prices for both phases I & II. If additional comments are provided in 100% submittal the Contractor must make a final submittal at no additional cost to the USG.

Included as part of the 100% submittal are consultation services during the construction solicitation period. This work includes, but is not necessarily limited to:

- providing clarifications and responses to questions about the construction documents prepared by the Contractor;
- preparation of drawings or documents that may become necessary for inclusion in amendments to the construction contract solicitation as a result of such clarifications or questions; and
- attendance at the construction pre-proposal conference to be held at the Post for each phase.

B.6.4. Submittal Copies

B.6.4.1. Furnish **three (3)** bound set(s) of full size construction drawings.

B.6.4.2. Furnish separate information of the following items and furnish **three (3)** individually bound set(s) of 8-1/2" x 11" or A4 prints of each:

- 1) Project Design Manual.
- 2) Specifications.
- 3) Design criteria, analysis and calculations.
- 4) Blank breakdown of proposal prices
- 5) Cost estimate.

B.6.4.3. Furnish **three (3)** separately bound set(s) of prints of each of the following:

- 1) Furniture and furnishings inventory and budget estimate report.

The Contractor shall submit documents listed above on CD-ROM to include electronic editable copy on Auto Cad version 2014, Microsoft Word and Excel.

B.6.5 Submittal Components

B.6.5.1 Project Manual

A summary of the current status of the project and shall act as the unified index to each submittal. The project manual can also be used as an organizing device in which to bind review comment responses, calculations, analysis, etc.

B.6.5.2 Construction Drawings

The A/E shall provide construction drawings that fully show the extent of all the work to be performed in this renovation as described herein. Demolition and contractor staging shall be shown. Sufficient detail shall be shown so that the project definition is fully comprehensible to OBO, the Post, and the contractor(s).

Drawings shall be complete, uniform in size, metric expressions, and suitable for reproduction in half size.

A complete legend with all the symbols and abbreviations used shall be shown. All materials and equipment shall be specified, and a full description of features, shall be provided.

B.6.5.3 Specifications

Complete, coordinated with the drawings, and suitable for construction bidding. In each division, specifications should clearly describe the extent of the work in relation to the drawings, state standards and codes used, and the quality assurance level required, include specifications for all materials used with suggested sources, and state clearly the execution requirements. Specifications shall follow the CSI system.

B.6.5.4 Cost estimate

Provide a detailed cost estimate broken down into the applicable divisions of the CSI format, including but not limited to rates by trade, unit pricing, shipping costs if any, etc. Assumptions for burdens of overhead, profit, contingencies, and escalation shall be included.

Detail measurements and item identifications shall be provided to the extent possible and any system costs and lump sum costs, back-up calculations shall be provided. Quotes shall be provided including sources.

B.6.5.5 Breakdown of Prices

Provide a detailed breakdown of prices, blank for contractors to use for their proposals identifying all work involved using same format of the cost estimate.

B.6.5.6 Design Analyses

Provide design analyses demonstrating the correctness of the engineering design by providing calculations to justify the decisions. Mechanical, electrical, structural, fire protection, plumbing and lighting calculations, as a minimum, will be required.

B.6.5.7 Proposed construction schedule

Develop and provide a proposed construction schedule at the 60%, a more detailed schedule at the 100% and a final schedule at the Final based on a cost-loaded Critical Path Method (CPM). This schedule shall be used to develop the construction contractor incentive program and schedule of performance.

B.6.6 Submittal Schedule

Work shall be submitted for review and approval by the COR in accordance with the following schedule commencing from date of awarding the PO:

<u>Calendar</u>	<u>Total Days</u>
<u>Days</u>	<u>from PO awarding</u>

PO award	0	0
Survey and Renovation Study Presentation	14	14
Post review and Comments	7	21
35% design Discussion	14	35
60% of the Kitchen design phase I	14	49
Post review and Comments	14	63
100% of the Kitchen design phase I	7	70
Post review and Comments	7	77
60% of the Renovation design phase II	14	91
Post review and Comments	14	105
100% of the Renovation design phase II	14	119
Post review and Comments	7	126
Final Construction Documents Submittal	7	133
Post acceptance of Documents	3	136
Total	136	

B.7.0. RESERVED

B.8.0. POST DESIGN AND CONSTRUCTION SERVICES

B.8.1. During the construction solicitation period, the Government may require the Contractor to provide consultation services, including providing clarifications and responses to questions about the construction documents prepared by the Contractor at no cost to Government. The Contractor shall be in attendance at the construction pre-proposal conference at no additional cost to the Government.

B.8.2. To Government reserves the right to modify the contract to add services that may be required of the Contractor during actual construction of the project. These services, known as construction phase services, may include, but are not limited to, review of shop drawings, approval of materials and equipment, and approval of proposed substitutions of materials and equipment, and design modifications due to unforeseen site condition.

B.8.3. Section A provides pricing for these services.

B.8.4. Whenever such services are required the Government will issue a modification to identify the scope of services required. Payment for these services will be negotiated in a supplemental agreement based on the scope of services, staffing needs, and duration of services.

SECTION C - PACKAGING AND MARKING

If applicable to this contract the packaging and marking shall follow commercial practice.

Deliverable items other than letter reports shall be three-hole punched and bound with screw-type binders and rubber bands.

The Contractor shall ship drawing sets in rolls.

The Contractor shall address letters and all deliverables.

The remainder of this page is intentionally blank.

SECTION D - INSPECTION AND ACCEPTANCE

D.1.0. INSPECTION

The Contractor shall maintain a system of quality assurance and quality control to ensure that the design and documentation of the design meet the requirements of this contract. The Government reserves the right to inspect the Contractor's work as well as its system of Quality Assurances and Quality Control (QA/QC).

[The offeror shall complete the blanks in the paragraph below.]

The Contractor's key individual responsible for quality of design is _____.

The Contractor's key individual responsible for quality of documentation is _____.

If a key individual (see D.3 below) needs to be replaced during performance of this contract the contractor shall submit a resume for a replacement to the COR for approval.

D.2.0. ACCEPTANCE

Acceptance of deliverable items shall be by the COR. Acceptance or use of documents developed under this contract shall not relieve the Contractor of responsibility for the design.

D.3.0. QUALITY PROGRAM REQUIREMENTS FOR DESIGN CONTRACTS

The Contractor shall prepare and implement (based on approval by the Government), a Quality Assurance and Control Plan. The Contractor shall address the following areas in the plan:

D.3.1. Organizational Structure. Proposed organizational structure for the project, including charts and a description of responsibilities of key persons who will perform the work. The Contractor shall identify persons responsible for interface with the Government.

D.3.2. Document Control. The program must ensure that documents, including changes, will be reviewed for adequacy, approved for release by authorized personnel, and properly conveyed to the Government. Persons responsible for reviewing, approving, and releasing documents and revisions must be identified.

D.3.3. Verification. The Contractor shall identify the senior person (s) who will be responsible for final review and verification before documents are transmitted to the Government. Cursory supervisory reviews will not be sufficient. Design verification may vary from spot-checking of calculations to full-scale review of design drawings and specifications, as the situation requires.

D.3.4. Corrective Action. The quality program must clearly define responsibility and procedures for corrective action if deficiencies in the services or resulting deliverables are found.

D.3.5. Quality Assurance Reporting. The Contractor shall prepare a Quality Assurance (QA) report to be submitted as part of the contract. This report shall identify the QA procedures used to review drawings and data for these submissions. This report shall also identify steps taken to coordinate all drawings and documents prepared by the Contractor and subcontractors. The report shall include:

1. QA status of the project;
2. Significant program problems and their solutions/corrective actions;
3. Organization and key personnel changes, as required.

D.3.6. Checking, Coordinating, and Integrating Drawings. Quality control procedures shall ensure that individual drawings and other documentation have been checked and that all documentation, including that of the supporting disciplines (such as civil, structural, mechanical, electrical) has been coordinated and integrated. The Contractor shall correct deficiencies, ambiguities, conflicts, and inconsistencies before document submittal.

D.3.7. Design-to Budget. The Contractor shall describe the procedure for meeting the design-to budget target. The procedure shall include a clear understanding of the cost implications during all design phases. The work of all subcontractors is to be included in the procedure.

The remainder of this page is intentionally blank.

SECTION E - DELIVERIES OR PERFORMANCE

E.1.0. PERIOD OF PERFORMANCE

The contractor shall complete all work required by this contract within the period indicated in Delivery Schedule. This period includes up to 1 month (30 calendar days) for Government review and approval for each deliverable item required by the contract.

E.2.0. CONTRACTOR DELAYS

The project schedule is a key parameter of this project. Completion of the design and documentation is key to the project as a whole. Liquidated damages are anticipated for construction associated with this project; they are not required for this A/E effort. The Government will require adequate consideration for any slippage in schedule without excusable delay. The Contractor is required to document any delays and submit justification to the Contracting Officer.

E.3.0. DELIVERY SCHEDULE

The Contractor shall deliver the items listed in Section A on the following delivery schedule:

Item No.	Description	Days after effective date of awarding
1	Survey and Renovation Study Presentation	14
2	35% design Discussion	14
3	60% of the Kitchen design phase I	14
4	100% of the Kitchen design phase I	7
5	60% of the Renovation design phase II	14
6	100% of the Renovation design phase II	14
7	Final Construction Documents Submittal	7
8	Monthly Progress Reports	Monthly

E.4.0. DELIVERABLES

E.4.1. The Contractor shall deliver design submittals to the COR at the following address: **8 Kamal El Din Salah, Garden City, Cairo, Egypt.**

E.4.2. Delivery of monthly reports shall be as follows: Three (3) copies to the COR at the following address: **8 Kamal El Din Salah, Garden City, Cairo, Egypt.**

E.4.3. All delivery charges shall be prepaid by the Contractor.

E.5.0. MONTHLY PROGRESS REPORT

The Contractor shall submit monthly progress reports by the tenth calendar day of each month during this contract. Reports shall be in letter format and contain information relevant to this project, including, but not limited to:

- accomplishments during the previous month
- anticipated accomplishments for the next month
- pending problems and possible or proposed solutions
- questions that require answers or directions from the Post
- any pending Government review comments regarding the Contractor's submittals
- any proposed design change orders that have not been executed
- any other pertinent information required to report the progress of performance under this contract.

The remainder of this page is intentionally blank.

SECTION F - CONTRACT ADMINISTRATION

F.1.0. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the **Senior Engineer**.

F.1.1. Duties

The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, inspection, and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. In no instance is the COR authorized to alter the contract's terms or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

F.2.0. INVOICING AND PAYING INSTRUCTIONS

F.2.1. The Contractor shall submit invoices in the original and three copies to the designated billing address indicated in this contract. The COR will determine whether the invoice is complete and proper as submitted. The COR also will determine whether billed services have been satisfactorily performed and whether reimbursable expenses billed are correct. If the amount billed is incorrect, the COR will, within seven days, ask the Contractor to submit a revised invoice.

F.2.2. The Contractor shall specifically identify its last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued. The final invoice shall also attach a "Contractor's Release Certificate". The Contractor should keep one copy of the certificate for its files and include the others with each copy of the final invoice. If the Contractor has any questions regarding payment status, contact the COR.

F.2.3. Monthly progress payments pursuant to the contract clause FAR 52.232-10 titled "Payments Under Fixed Price Architect Engineer Contracts" are not authorized. Payments for deliverable items listed in Section A shall be made in accordance with FAR

52.232-1, "Payments." For reimbursable expenses listed in Section G, payment shall be made after an acceptable invoice has been submitted by the Contractor. The Contractor shall mail invoices to:

U.S. Embassy Cairo
Financial Management Office – DBO
8 Kamal El Din Salah Street
Garden City, Cairo, Egypt
CairoDBO@state.gov

Invoices shall reflect the contract number and the name of the COR.

F.2.4. The Contractor shall not be eligible to receive payments for any subsequent deliverables until the Government has accepted the previous deliverables.

The remainder of this page is intentionally blank.

SECTION G - SPECIAL TERMS AND CONDITIONS

G.1.0. SECURITY

The following considerations must be followed by the Contractor and/or must be incorporated into the design documents.

G.1.1. All documents received or generated under the contract are the property of the U.S. Government.

G.1.2. All documents are to be controlled and disseminated on a need-to-know basis. Reproduction and distribution is prohibited without express approval of the U.S. Government. The Contractor shall mark all design and construction documents as follows:

WARNING

This document is the property of the United States Government. Further reproduction and/or distribution is prohibited without the express written approval of:

**U.S. EMBASSY
8 Kamal El Din Salah Street
Garden City, Cairo, Egypt**

G.1.3. Proposed and actual contract documents will only be disseminated on a strict need-to-know basis, and will not be further disseminated without prior authorization from the Department of State.

G.1.4. Contractor personnel receiving proposed or actual contract documents, to include blueprints, other technical drawings, sketches, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, will be responsible for these materials while in their possession, or that of any of their subcontractors. The Contractor shall return all documents, including all copies, promptly upon demand by the Government.

G.1.5. Photographs of any public areas of any U.S. diplomatic or consular facility overseas must be approved and authorized in advance by the Site Security Manager (SSM) and/or the Senior Security Officer (SSO). The SSO or SSM will establish any controls, limits, and/or other restrictions as deemed necessary. The Contractor shall submit a written request for authorization for such photography citing the reason(s) and use(s) for the photographs and/or negatives.

G.1.6. The Department of State shall be afforded the opportunity to review all photographs and negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved under this contract is authorized without specific advance written approval from the Department of State.

G.1.7. The Department reserves the right to demand retention of all copies of photographs and negatives.

G.2.0. DESIGN-TO-BUDGET

G.2.1. The Government has established a design-to-budget amount for construction of this project. This amount applies to construction of the project in the country where it will be located and is based on the midpoint when half of the estimated construction dollars have been spent. The design-to-budget amount is the "estimated construction contract price for the project" referred to in FAR 52.236-22 "Design Within Funding Limitations," see H, Clauses.

G.2.2. Anything not listed as being included in the design-to-budget amount shall be considered excluded. By way of example, but not by limitation, this amount does not include:

- Allowances for Government Furnished Equipment
- Operations and maintenance
- Government project supervision during construction

G.3.0. CONSTRUCTION COST ESTIMATING

G.3.1. The Contractor shall prepare estimates of the cost of construction and these shall be marked as "Source Selection Information". The Contractor shall safeguard the confidentiality and prevent unauthorized distribution of these estimates.

G.3.2. The Contractor shall prepare construction cost estimates with the same attention to detail as if the Contractor were bidding on the project as a construction contractor. The Contractor shall base estimates on the same construction contract conditions and specifications that will be used by the Government for procurement of the facilities being designed. Attached for reference are the model construction contract documents and procedures used by the Department of State.

G.3.3. The Contractor shall provide estimates of the cost of construction of the facilities described in the Scope of Work with each of the 60%, and 100% Construction Documents submittals. These estimates shall indicate the anticipated cost of construction of the facilities in the country and locale where such facilities are to be built at the estimated midpoint of construction in **EGP**. Approval to proceed with subsequent phases will not be granted until all budgetary issues are resolved. See "Design-to-Budget" and Section H, clause 52.236-22 titled "Design within Funding Limitations" for the estimated construction contract price and additional information on the use of construction cost estimates.

G.3.4. The Contractor shall allocate the total projected costs among the 16 divisions contained in the Construction Specifications Institute (CSI) format (see model construction solicitation). The Contractor shall furnish price lists comparing available

foreign materials to equivalent U.S. materials, if known, that may be used in construction. The Contractor shall identify any contingencies for each division.

G.3.5. The Contractor shall furnish quantities and pricing data for each section within each division showing labor, materials, overhead, and profit. The Contractor shall furnish a list of all foreign materials to be used in the facilities with their unit prices compared to prices for comparable U.S. materials. The costs for U.S. materials shall include, as a separate item, the estimated shipping costs to the site of construction. If the Contractor has specified a foreign material and there is no comparable U.S. material, the Contractor shall identify the material and the price of the foreign material used.

G.3.6. The Contractor shall compare these estimates to the design-to-budget amount and confirm that the facilities as designed can be constructed in the designated locale within the budgeted amount. The Contractor shall promptly advise the Contracting Officer whenever it may know, or have reason to believe, that the estimated cost of construction for the facilities being designed will exceed or is likely to exceed the design-to-budget cost.

In addition to the clause of FAR 52.236-22, if at any time it is determined that the estimated cost of construction exceeds the design-to-budget amount, the Contracting Officer may direct the Contractor to perform redesign and other services as needed to reduce the estimated cost of construction to an amount that is within the design-to-budget amount. The Contractor shall perform redesign and other services no additional cost to the Government. The Contractor shall not be required to perform such redesign and other services at no cost to the Government if the Contracting Officer determines that the estimated cost of construction exceeds the design-to-budget amount for reasons beyond the reasonable control of the Contractor.

G.4.0. RESERVED

G.5.0. ORGANIZATIONAL CONFLICTS OF INTEREST

Neither the Contractor nor any of its employees, affiliates, or related entities may propose on the construction effort envisioned by this contract. The Contractor, its employees, affiliates, or related entities may not provide consulting or subcontract services related to the construction to any offeror or prospective offeror on the construction contract.

The Contractor shall include this clause in all subcontracts, purchase orders, and consulting agreements for service.

G.6.0. RELEASE OF INFORMATION

All data furnished to the Contractor and data developed in connection with the project shall be considered privileged. The Contractor shall not make public announcements, including news and press releases; these are the prerogative of the Contracting Officer.

G.7.0. NOTIFICATION OF CHANGES

G.7.1. This clause applies to changes other than changes directed by the Government pursuant to the contract clause titled "Changes - Fixed Price (AUG 87) Alternate III (APR 1984)."

G.7.2. Definitions. "Contracting Officer," as used in this clause, does not include representatives of the Contracting Officer.

G.7.3. Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to be a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing within ten (10) days from the date the Contractor identified any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. Any notification received after 10 days will not be considered. On the basis of the most accurate information available to the Contractor, the notice shall state -

- (i) The date, nature and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (v) The particular elements of contract performance that the Contractor may seek an equitable adjustment under this clause, including –
 - What contract line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (vi) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.

G.7.4. Continued Performance. Following submission of the notice required above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor. Unless the notice reports a direction of the Contracting Officer or a communication from a representative of the Contracting Officer, the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described above, notice shall be given in the manner provided.

G.7.5. Government Response. The Contracting Officer shall, within thirty (30) days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall -

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) Advise the Contractor what additional information is required and when, and establish the date by which it should be furnished and the date the Government will respond.

G.7.6. Equitable Adjustments.

If the Contracting Officer confirms that the Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, the Government will modify the contract to make an equitable adjustment -

- (1) In the contract price or delivery schedule or both; and
- (2) Any other term of the contract affected.

In the case of drawings, designs, or specifications that are defective and the Government is responsible, an equitable adjustment shall include the cost and time extension for the delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs, or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for a delay resulting from the Contractor's failure to provide notice or to continue performance as provided above.

G.7.7. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this section shall relieve the Contractor from proceeding with the work.

SECTION H- CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more 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 the following addresses (please note these addresses are subject to change):

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

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 access the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (48 CFR Ch. 1) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINTIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2015)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)

- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18 ENFORCING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
- 52.228-4 WORKERS’ COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.229-6 TAXES – FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND MATERIALS LABOR-HOUR CONTRACTS (AUG 2012)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-1 PAYMENTS (AUG 1984)
- 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-18 AVAILABILTY OF FUNDS (APR 1984)
- 52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JULY 2013)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014) Alternate I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)
- 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)

- 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-1 CHANGES – FIXED PRICE (AUG 1987) *Alternate III (APR 1984)*
- 52.243-3 CHANGES – TIME-AND-MATERIAL OR LABOR-HOUR (SEP 2000)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2015)
- 52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)
- 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation clause(s) (DOSAR) is/are incorporated by reference (48 CFR Ch. 6):

- 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
- 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)
- 652.243-70 NOTICES (AUG 1999)

The following DOSAR clause(s) is/are provided in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

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 e-mail 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)

The remainder of this page is intentionally blank.

SECTION I - LIST OF ATTACHMENTS

EXHIBIT A - Drawings

EXHIBIT B - Design Ideas

EXHIBIT C -

The remainder of this page is intentionally blank.

EXHIBIT A - Drawings

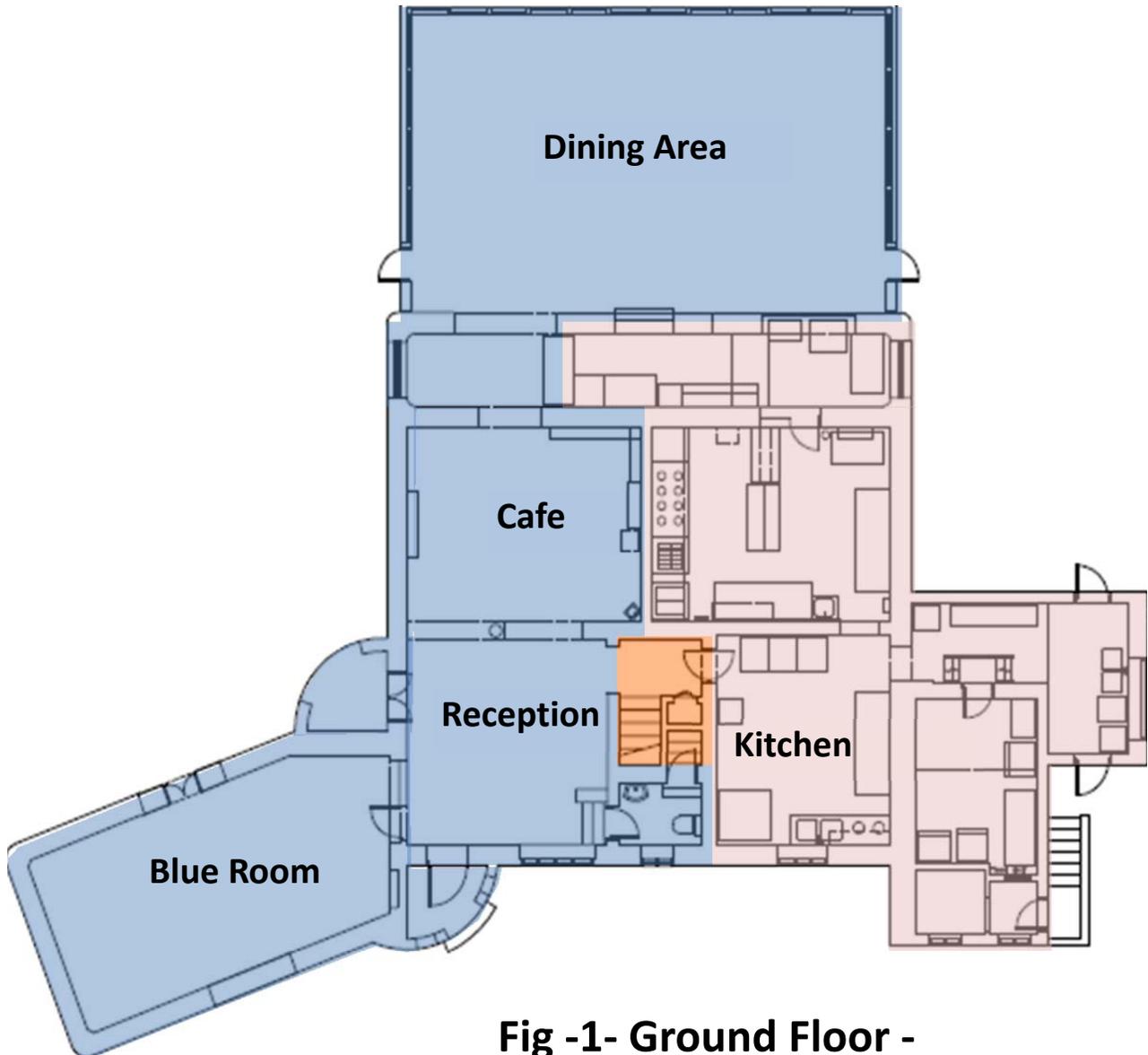


Fig -1- Ground Floor -

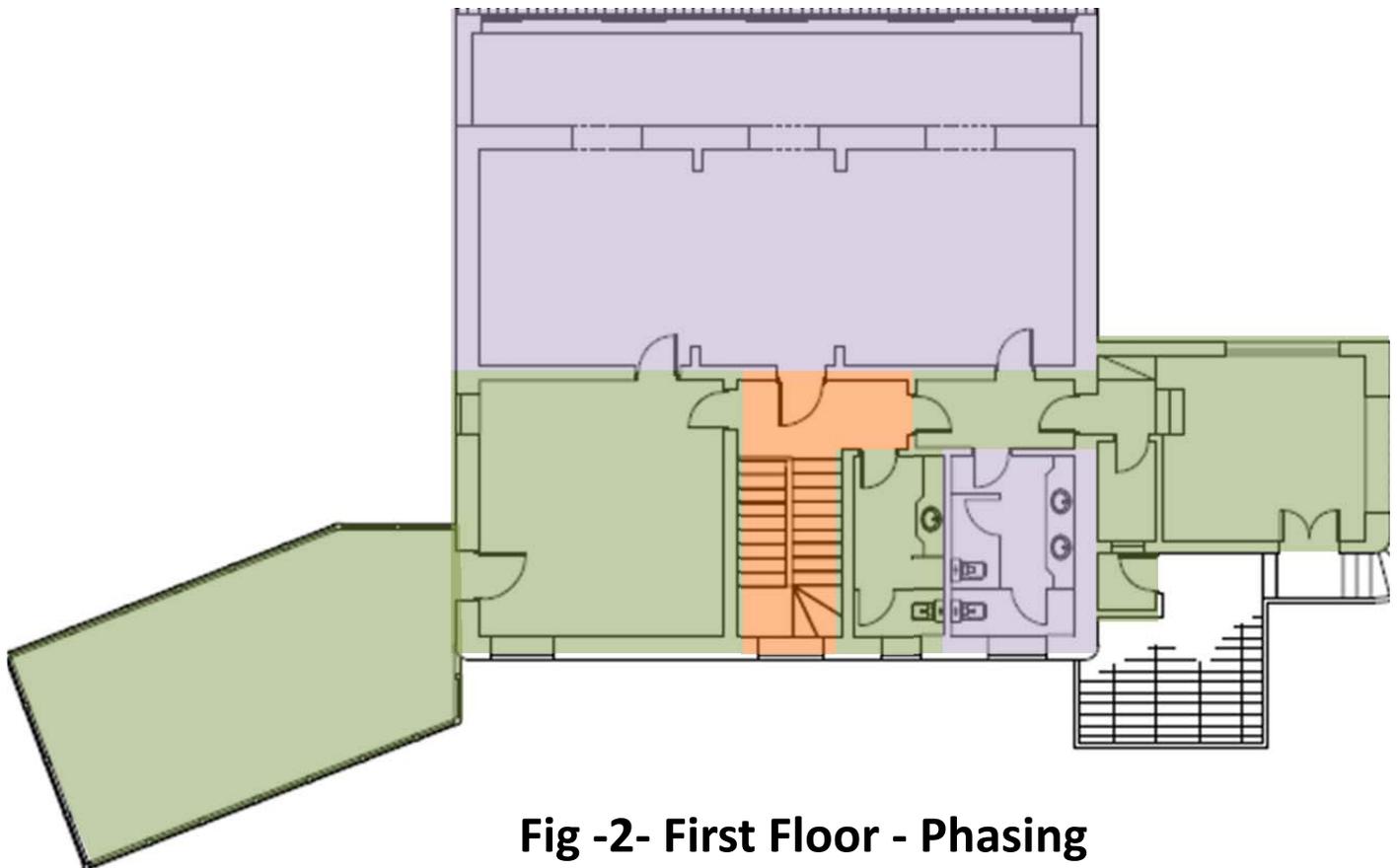
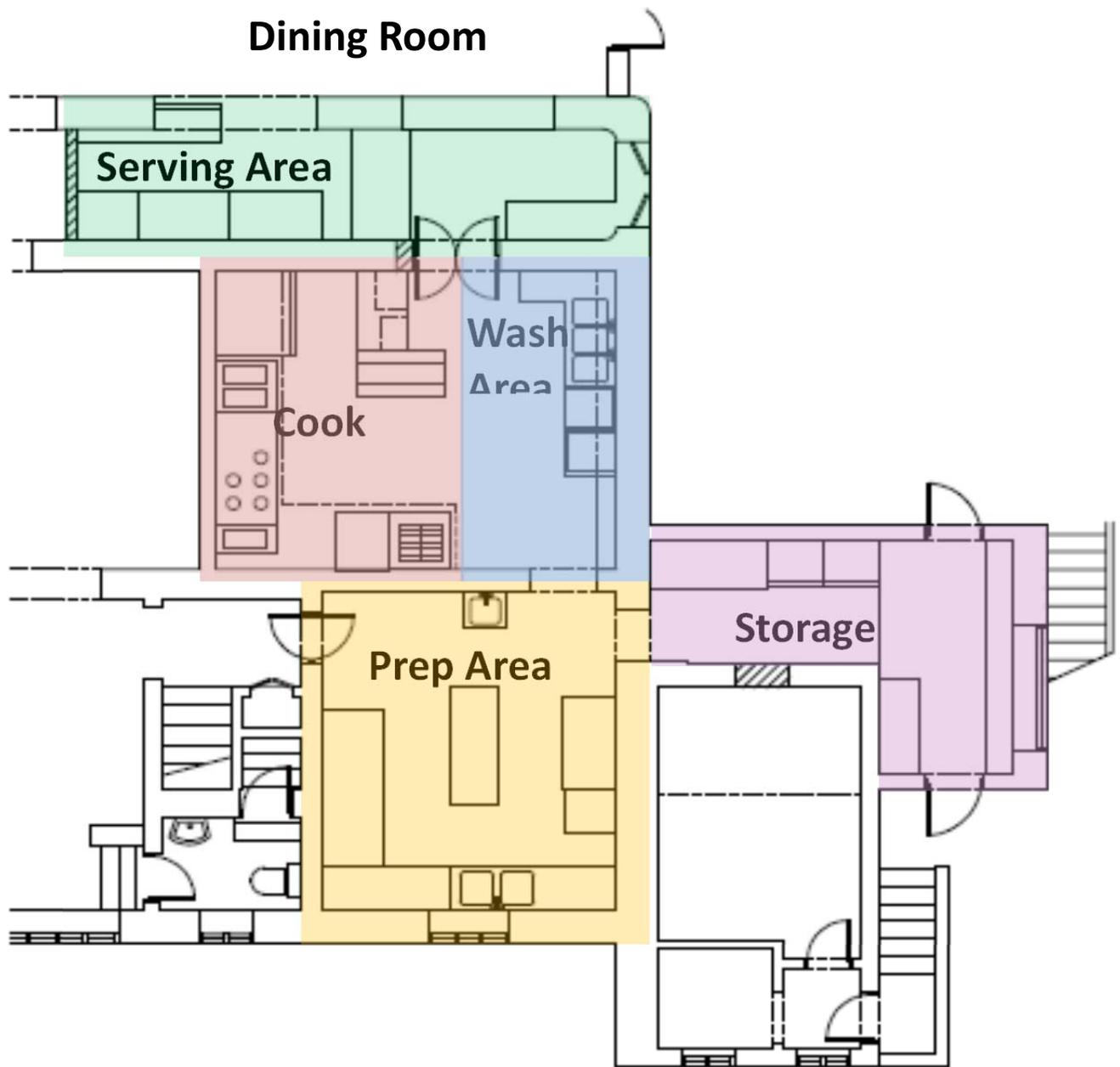


Fig -2- First Floor - Phasing

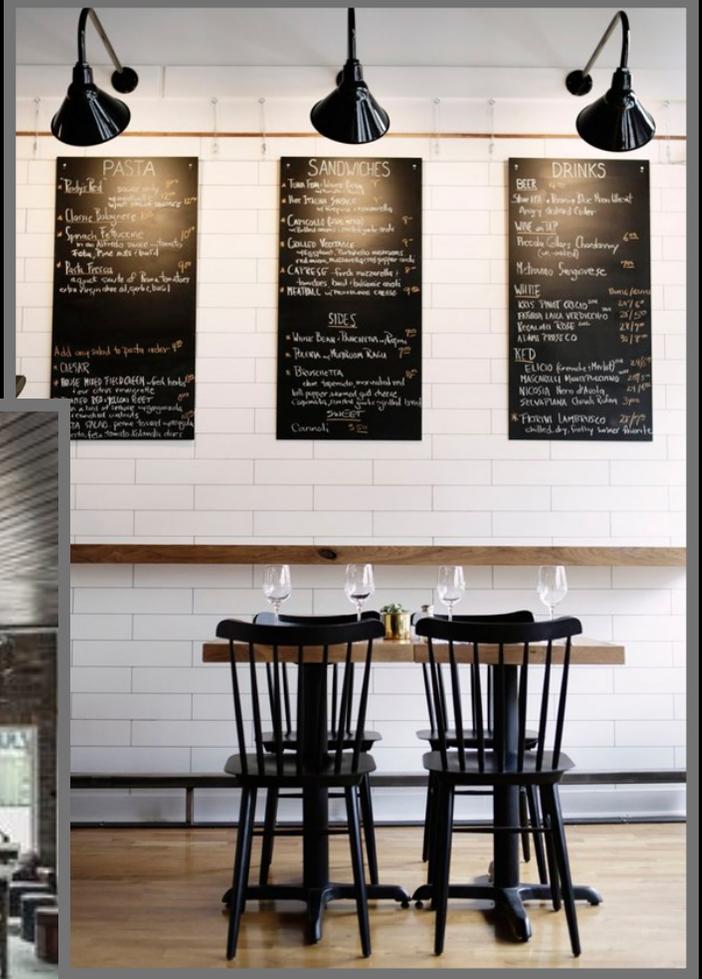


Ma'adi House Design Concept Ideas

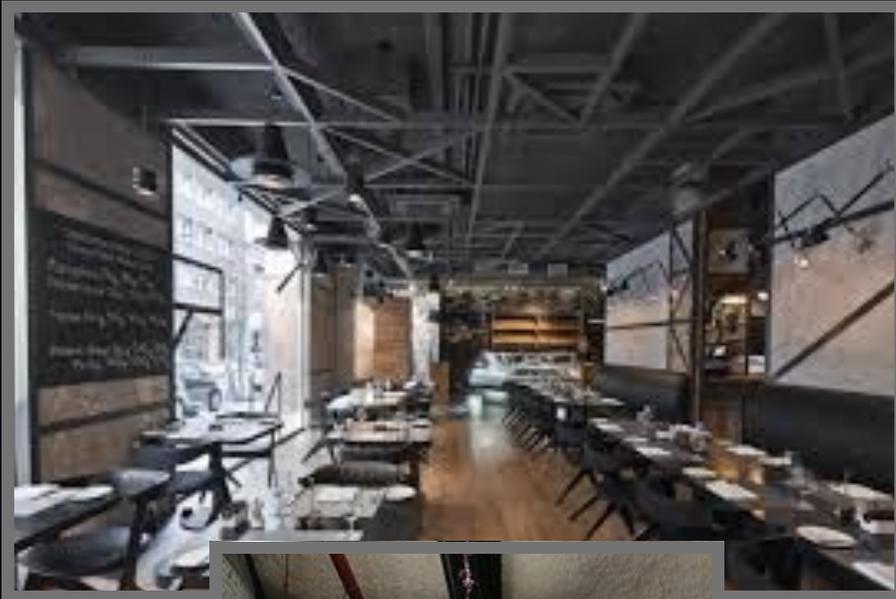




Wall treatment Ideas



Wall treatment Ideas



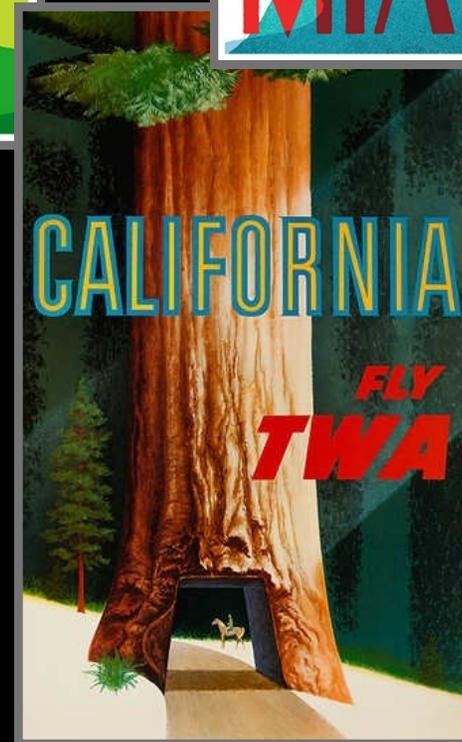
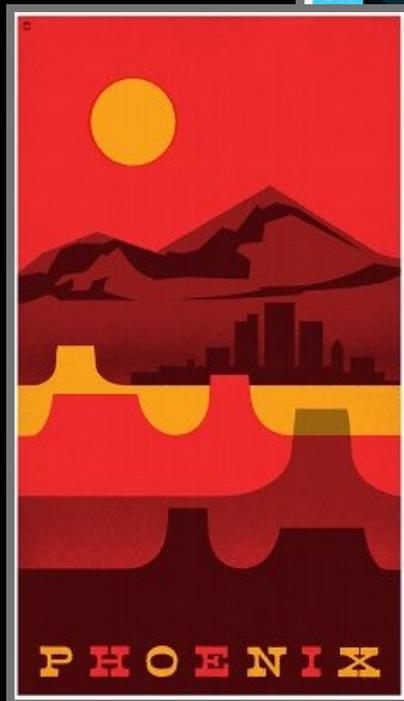
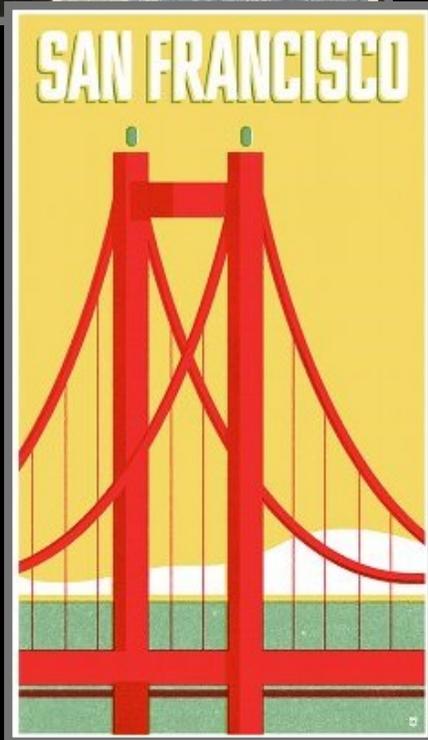
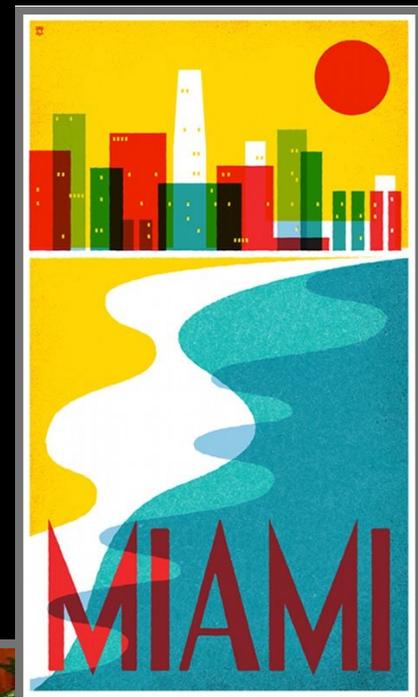
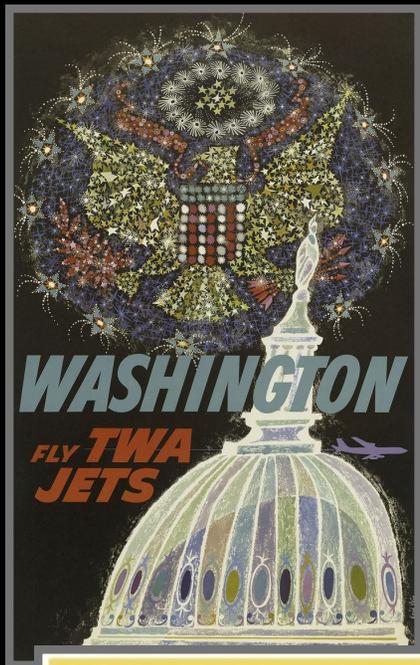
Ceiling Treatment Ideas



Lighting Ideas



Flooring Treatment Ideas - Stained and Sealed Concrete



Décor Ideas

SECTION J - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

J.1.0. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described earlier.

Summary of Instructions

Each quotation must consist of the following:

Volume	Title	No. of Copies
1	Executed Standard Form 18 (SF-18)	1
2	Price Proposal	1

Submit the complete quotation to the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 18.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

Volume 2 shall contain:

1. Complete pricing schedules as identified in Section A. The proposed total firm fixed price for all the deliverables shall be broken down in detail to provide all direct costs, such as salaries, fringe benefits, taxes, insurance costs, material costs, administrative overhead and profit.
2. A complete cost breakdown, including professional hours, materials, travel expenses, subcontractor costs, reproduction costs and all other costs related to the design and/or ancillary services required to perform of the work described previously.
3. Hourly rates for each professional category of each required discipline, as well as overhead, G&A, and profit shown as separate items. Submit the same information for any proposed subcontractors.
4. A copy of the most recent audit performed on the company's accounting system by an independent auditor or by a Government agency.
5. A copy of the firm's financial statement.
6. A copy of liability insurance policy covering errors and omissions.

J.2.0. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)

This contract incorporates the following provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses (please note these addresses are subject to change): <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provision(s) is/are incorporated by reference:

PROVISION TITLE AND DATE

52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.214-34	SUBMISSIONS OF OFFERS IN THE ENGLISH LANGAUGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS (JAN 2004)

J.3.0. SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation with additional services under a Time-and-Materials basis.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer

(addressed as follows) by obtaining written and dated acknowledgment of receipt from **the Contracting Officer for the U.S. Embassy in Cairo, Egypt, located at 8 Kamal El Din Salah Garden City Cairo, Egypt 11519**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

J.4.0. FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past **five (5) years**;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

The remainder of this page is intentionally blank.

SECTION K - EVALUATION CRITERIA

K.1.0. EVALUATION PROCESS

The Government will select an architectural and engineering contractor following Subpart 36.6 of the Federal Acquisition Regulation. The Government will evaluate the quotation submitted in response to this solicitation. Award will be based on whether the U.S. Government is able to negotiate a fair and reasonable price for these services.

If a mutually satisfactory price cannot be negotiated, the Contracting Officer shall notify the quoter that negotiations have been terminated. The Contracting Officer shall then initiate negotiations with the next firm on the final selection list. This procedure shall continue until a mutually satisfactory contract has been negotiated. If negotiations fail with all selected firms, the Contracting Officer shall refer the matter to the selection authority who, after consulting with the Contracting Officer as to why a contract cannot be negotiated, may direct the evaluation board to recommend additional firms.

K.2.0. FIRM FIXED PRICES

The Offeror shall propose firm fixed prices for the deliverables listed in Section A and fixed loaded hourly rates for additional services. Proposals that do not include firm fixed prices cannot be evaluated and will be rejected.

K.3.0. SEPARATE CHARGES

Separate charges, in any form, are not solicited. The Government shall not be obligated to pay any charges other than the contract price.

K.4.0. 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID

DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION
UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

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

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

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

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

(b) Offeror represents that—

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

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

(End of provision)

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER

L.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

L.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d)through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 USC 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.

(d) 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
	Offeror is an agency or instrumentality of a foreign government
	Offeror is an agency or instrumentality of the Federal Government

(e) 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:

(f) Common Parent

	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

(End of provision)

L.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541310 and 541330**.

(2) The small business size standard is **\$7.5 million dollars (541310), and \$15 million dollars (541330)**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

___ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated

within 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 the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. 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.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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 on SAM.

(End of provision)

L.4 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:	
Address:	
Telephone No.:	

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

L.5 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 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:

Category	Yes/No	Number	
(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 **Egypt**

- 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)