Embassy of the United States of America

April 27th, 2015

To: Prospective Quoters

Subject: Solicitation Number **SEG30015R0002 for maintenance service for Cairo HVAC system**

Enclosed is a Request for Quotations (RFQ) for **maintenance service for Cairo HVAC system**. 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 1449 that follows this letter.

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 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.

The Contracting Officer reserves the right to reject any and all offers and to waive any informality in offers received. In addition, the Embassy reserves the right to establish a competitive range of one or more offerors, and to conduct further negotiations concerning price and other terms before awarding the order, or to award without discussions.

The pre-proposal conference will be on May 11th, 2015 at 9:30 am at 8, Kamal El-Din Salah Garden City, Cairo, Egypt, and then it will be followed by the site visit.

In order to attend the pre-proposal conference and the site visit, you are kindly requested to provide the name and Egyptian ID/Passport number of each of your representatives that will attend maximum by May 5th, 2015. Please e-mail this information to CairoContracts@state.gov to prepare for your access to the Embassy premises.

Your two copies of your offer must be submitted by hand in a sealed envelope marked: **"Proposal Enclosed for Cairo HVAC system"** to the Procurement & Contracting Office, 8 Kamal El Din Salah St., Cairo II Building, 3rd Floor, on **or before May 28th, 2015 at 2:00 PM.**

Sincerely,

Rebecca Jones Anderson
Contracting Officer

Enclosure

NASA Ames Research CenterNOVENDORNOVENDOR

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	Page 2 of 56
PR4162422	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			SEG30015R0002	04/27/2015

7. FOR SOLICITATION INFORMATION CALL ▶	a. NAME	b. TELEPHONE NUMBER	8. OFFER DUE DATE/LOCAL TIME
	Hany Gerguis	2797-3055	05/28/2015 / 14:00

9. ISSUED BY CODE EG300

AMERICAN EMBASSY CAIRO
US EMBASSY CAIRO 8 KAMAL EL DIN SALAH, ATTN: PROCUREMENT/CONTRACTING OFFICE
CAIRO 11519
EGYPT

10. THIS ACQUISITION IS
x UNRESTRICTED
_ SET ASIDE: % FOR
_ SMALL BUSINESS _ EMERGING SMALL
_ HUBZONE SMALL BUSINESS SMALL BUSINESS _ 8(A)
_ SERVICE-DISABLED VETERAN OWNED

NAICS:
SIZE STD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
_ SEE SCHEDULE

12. DISCOUNT

☐ 13a. THIS CONTRACT IS A RATED ORDER

13b. RATING

14. METHOD OF SOLICITATION
_ RFQ _ IFB x RFP

15. DELIVER TO: Code

AMERICAN EMBASSY CAIRO
US EMBASSY CAIRO 8 KAMAL EL DIN SALAH, ATTN: SPM RECEIVING OFFICE
CAIRO 11519
EGYPT

16. Administered by:

AMERICAN EMBASSY CAIRO
US EMBASSY CAIRO 8 KAMAL EL DIN SALAH, ATTN: PROCUREMENT/CONTRACTING OFFICE
CAIRO 11519
EGYPT

17a. CONTRACTOR/OFFEROR CODE 0 FACILITY CODE
NOVENDOR

NOVENDOR

UNITED STATES

☐ 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY
AMERICAN EMBASSY CAIRO
US EMBASSY CAIRO 8 KAMAL EL DIN SALAH, ATTN: FINANCIAL MANAGEMENT OFFICE
CAIRO 11519
EGYPT

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED _ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	- SEE LINE ITEMS - (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

_ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA _ ARE _ ARE NOT ATTACHED.

_ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA _ ARE _ ARE NOT ATTACHED.

_ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

_ 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or Print)

31c. DATE SIGNED

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	Enclosed is a Request for Quotations (RFQ) for maintenance service for Cairo HVAC system. 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 1449 that follows this letter. 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 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. The Contracting Officer reserves the right to reject any and all offers and to waive any informality in offers received. In addition, the Embassy reserves the right to establish a competitive range of one or more offerors, and to conduct further negotiations concerning price and other terms before awarding the order, or to award without discussions. The pre-proposal conference will be on May 11th, 2015 at 9:30 am at 8, Kamal El-Din Salah Garden City, Cairo, Egypt, and then it will be followed by the site visit. In order to attend the pre-proposal conference and the site visit, you are kindly requested to provide the name and Egyptian ID/Passport number of each of your representatives that will attend maximum by May 5th, 2015. Please e-mail this information to CairoContracts@state.gov to prepare for your access to the Embassy premises. Your two copies of your offer must be submitted by hand in a sealed envelope marked: "Proposal Enclosed for Cairo HVAC system" to the Procurement & Contracting Office, 8 Kamal El Din Salah St., Cairo II Building, 3rd Floor, on or before May 28th, 2015 at 2:00 PM. Funding Information: Total: $0.00 ----------$0.00	1.00	LS	$0.00	$0.00

REQUEST FOR QUOTATIONS
(RFQ) NUMBER **SEG30015R0002**

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number, **SEG30015R0002**, Prices, Block 23
- Continuation To SF-1449, RFQ Number **SEG30015R0002**, Schedule Of Supplies/Services, Block 20, Description/Specifications/Work Statement

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 – Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12
- Proposal Preparation Instructions

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Offeror Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

SECTION 1 - THE SCHEDULE

Continuation/Addendum to SF-1449
RFQ Number **SEG30015R0002**
PRICES, BLOCK 23

1.0 Description

1.1 The United States Embassy, Cairo, Egypt is requesting the services of a qualified HVAC system service company to provide full service maintenance for the HVAC system of the United States Embassy as per the Statement of Work. The required services shall maintain the system in reliable and efficient operating condition.

1.2 The contractor shall deliver the services as per Statement of Work, to the delivery point as specified under Delivery Location.

1.3 The contract type is a firm fixed price contract for routine maintenance services paid in Egyptian Pounds, at the quarterly rates listed herein.

These rates include all costs associated with providing HVAC System maintenance services in accordance with manufacturer's warranty, including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and VAT (if applicable).

1.4 No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The contract price will not be adjusted due to fluctuations in currency exchange rates.

1.5 Period of Performance: The contract will be for a one base year period, with one-year optional period of performance. The total duration of this contract will not exceed 8 quarters (24 calendar months).

2.0 Notice to Proceed

After Contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of Contract award unless the Contractor agrees to an earlier date), on which performance shall start.

3.0 Pricing

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

The Contractor's firm fixed yearly price for maintenance and repairs for the under mentioned HVAC Systems shall include:

- Contractor management, labor, testing equipment, transportation, and administration costs.
- Cleaning materials and consumable materials such as hoses, belts, oil, cleaning chemicals, treatment chemicals, coolant, filters (Air, refrigerant, Oil), grease, sealant, thermostat, fuses, up to 6,000 USD/year.
- Spare parts replacement required for preventive or corrective maintenance shall be covered under separate purchase order upon COR approval. The government reserves the authority to accept or reject quotation according to the reasonable market best value.
- Services within 6 hours response up to a total of four (4) emergency calls for each system per year.
- Additional emergency calls shall be same day service.

3.1 Base Year (2015): The Contractor shall provide the price of each line item shown below and the total per quarter for the base period of the contract.

Line Item	Description	Quarterly price (EGP)	x 4 quarters	Annual Total (EGP)
1	Routine Quarterly maintenance for all system components		4	

3.2 First option Year (2016): The Contractor shall provide the price of each line item shown below and the total per quarter for the first option year period of the contract.

Line Item	Description	Quarterly price (EGP)	x 4 quarters	Annual Total (EGP)
1	Routine Quarterly maintenance for all system components		4	

Base Year Total	
Option Year 1 Total	

3.3 Repair option:

Repairs are included under this contract work statement (par 6.0, 7.0 and 8.0), and shall be covered using hourly rates included herein, and listed below:

For repair work required for any system component of the HVAC system, the contractor shall submit an assessment of the problem and the proposed required repair to include the required spare parts and labor hours using the following labor rates:

1. **Base Year (2015):**
    a. Hourly rate of an HVAC engineer: EGP _____/hour
    b. Hourly rate of an HVAC technician: EGP _____/hour
2. **First Option Year Prices (2016)**
    a. Hourly rate of an HVAC engineer: EGP _____/hour
    b. Hourly rate of an HVAC technician: EGP _____/hour
3. **Second Option Year Prices (2017)**
    a. Hourly rate of an HVAC engineer: EGP _____/hour
    b. Hourly rate of an HVAC technician: EGP _____/hour
4. **Third Option Year Prices (2018)**
    a. Hourly rate of an HVAC engineer: EGP _____/hour
    b. Hourly rate of an HVAC technician: EGP _____/hour
5. **Fourth Option year Prices 2019)**
    a. Hourly rate of an HVAC engineer: EGP _____/hour
    b. Hourly rate of an HVAC technician: EGP _____/hour

4.0 Delivery Location and Time

The United States Embassy, Cairo, Egypt located in 8 Kamal El-Din Salah, Garden City, Cairo.
The Embassy Services Support Annex Compound (ESSA), located in Zahraa El Maadi, Cairo.

The anticipated delivery and or performance of services shall be coordinated with the requiring office (Facilities Maintenance), and the Contracting Officer's Representative (COR).

5.0 Insurance Requirements

Personal Injury. Property Loss or Dan1age (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract.

The Contractor's assumption of absolute liability is independent of any insurance policies.

Insurance. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

Comprehensive General Liability

Bodily Injury	LE 250,000.00 per occurrence
Property Damage	LE 1,000.000.00 per occurrence

Workers' Compensation and Employer's Liability
Workers' Compensation and Occupational Disease LE 250,000.00 per occurrence Statutory, as required by host country law

Employer's Liability LE 30,000.00 per occurrence

DBA insurance is required for all United States citizens or residents and individuals hired in the United States, regardless of citizenship. This insurance may be obtained from any DBA insurance broker authorized by Department of Labor (DOL), see Sub-Section I.11, FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984).

6.0 Permits

The Contractor shall maintain in full force and effect all permits, licenses, and appointments required for the prosecution of work under this contract at no additional cost to the Government.
The Contractor shall obtain these permits, licenses and appointments in compliance with host country laws.

7.0 Local Law Registration

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the contract shall be payable by the Contractor without Government reimbursement.

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CONTINUATION TO SF-1449,
RFQ NUMBER **SEG30015R0002**
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK

The United States Embassy, **Cairo, Egypt** requires preventive maintenance for the HVAC system.

The required services shall maintain the system in reliable and efficient operating condition.

The contract type is a firm fixed price contract for preventive maintenance services paid every three months (quarterly)**.** Total duration of this contract will not exceed 5 years (20 quarters).

Standard Services:

The Contractor's firm fixed yearly price for maintenance and repairs for the under mentioned HVAC System shall include:

1.1 Contractor management, labor, testing equipment, transportation, and administration costs.

1.2 Cleaning materials and consumable materials such as filters, belts, hoses, chemicals, fuses, contactors, relays, thermostats, indicator lamps, etc., up to 2,000 USD/year.

1.3 Spare parts replacement required for preventive or corrective maintenance shall be covered under separate purchase order upon COR approval. The government reserves the authority to accept or reject quotation according to the reasonable market best value.

1.4 Services within 24 hours response up to a total of three (3) emergency calls per year.

1.5 Additional emergency calls shall be same day service.

1.6 The scope of maintenance service shall include the main HVAC plant and equipment as listed below.

Operation of all systems and maintenance of other components of the system, that are not included in the equipment list, shall be done by the Embassy in-house staff, such as the duct work, chilled water piping system, Air Handling units and fan coil units of the Cairo I, Cairo II systems.

Item #	**Description**	Manufacturer	Specs
	Cairo I System		
1	Water cooled chiller 1 -CI	Carrier	(19XR) 350 TR
2	Water cooled chiller 2-CI	Carrier	(19XR) 350 TR
3	Cooling tower 1- CI	Baltimore	model (15425)
4	Cooling tower 2- CI	Baltimore	model (15425)
5	Chilled water pump 1-CI		959 GPM & 150 FT

6	Chilled water pump 2-CI		959 GPM & 150 FT
7	Condenser water pump 1 -CI		1170GPM & 70FT
8	Condenser water pump 2 -CI		1170GPM & 70FT
9	Cooling tower sand filter 1 - CI	Puroflux	Prod. No. 140210, S.N. 01011171000775 & 0101116100037L
10	Cooling tower sand filter 2 - CI	Puroflux	
11	Water treatment system CI		
12	Duct Heater, 14th Floor CI		
	Cairo II System		
13	Water cooled chiller with VFD 1-CII	York	(YTC) 250TR
14	Water cooled chiller with VFD 2-CII	York	(YTC) 250TR
15	Air cooled chiller 3-CII	York	(YCAL) 50TR
16	Cooling tower 1- CII	Baltimore	(VT0-132-L)
17	Cooling tower 2- CII	Baltimore	(VT0-132-L)
18	BAS for CAIRO II (chillers , Pumps and cooling towers)	Siemens	
19	Primary Chilled water pump 1-CII	ITT	480GPM & 35 FT
20	Primary Chilled water pump 2-CII	ITT	480GPM & 35 FT
21	Primary Chilled water pump 3-CII	ITT	120GPM & 20 FT
22	Secondary Chilled water pump 1-CII	ITT	480GPM & 75 FT
23	Secondary Chilled water pump 2-CII	ITT	480GPM & 75 FT
24	Secondary Chilled water pump 3-CII	ITT	120GPM & 60 FT
25	Condenser water pump 1 CII	ITT	600 GPM & FT
26	Condenser water pump 2 CII	ITT	600 GPM & FT
27	HVAC water treatment -CII		
	ACS System		
28	ACS chiller, CII Lower level	Drek	5 TR
	Frame Room System		

29	CRU, CII 4th floor frame Room	Liebert	Model : DS053KDM0EI984A
	ESSA/GPS		
30	Air cooled chiller 1 - GPS	TRANE	88130, R TAD 115, HP 25
31	Air cooled chiller 2 - GPS	TRANE	88130, R TAD 115, HP 25
32	Chilled water pump -1 -GPS	PACO	11-25123-133 L01
33	Chilled water pump -2 -GPS	PACO	11-25123-133 L01
34	Water treatment system GPS		Manual feed
	ESSA/Commissary		
35	Air cooled chiller -2 Commissary	Carrier	30RB0232-B0498-PE
36	Air cooled chiller -1 Commissary	Carrier	30RB0232-B0661-PE
37	Chilled water pump -1 Commissary	AURORA	134 GPM
38	Chilled water pump -2 Commissary	AURORA	134 GPM
39	Air Handling unit 1 Commissary		
40	Air Handling unit 2 Commissary		
41	Air Handling unit 3 Commissary		
42	BAS System		
43	Water treatment system Commissary		Manual feed

2.0 HOURS OF PERFORMANCE

The Contractor shall schedule all routine maintenance and repair work during normal working hours which are defined as 8:00 to 16:30 **Sunday to Thursday hours**, excluding holidays mentioned in Section 2 under clause 652.237-72, unless approved in advance by the Contracting Officer's Representative (COR).

3.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

3.1 General. The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the US Embassy. The Contractor's employees shall be on-site only for contractual duties and shall have access to buildings either with or without security escorts, only with specific permission by the COR.

3.2 Personnel security. The Government reserves the right to deny access to U.S. owned and operating facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract prior to their utilization. The Government shall issue identity cards to approved Contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on Government property. These identity cards are the property of the Government. The Contractor shall return all identify cards when the contract is completed, when a Contractor's employee leaves this contract, or at the request of the Government.

3.3 Standards of conduct

3.3.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

3.3.2 Neglect of duties shall not be condoned. This includes unreasonable delays or failures to carry out assigned tasks, refusing to render assistance or cooperate in upholding the integrity of the worksite security.

3.3.3 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include, but are not limited to, the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any 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; organizing or participating in gambling in any form.

4.0 WORK REQUIREMENTS

4.1 General. The Contractor shall perform preventive maintenance as outlined in this STATEMENT OF WORK. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and deterioration when units are activated/running.

4.2 The Contractor shall inventory, supply and replace expendable parts (eg, filters, belts, hoses, gaskets) that have become worn down due to wear and tear. The Contractor shall maintain a supply of expendable and common parts on site so that these are readily available for normal maintenance to include: hoses, belts, oil, cleaning chemicals, treatment chemicals, coolant, filters (Air, refrigerant, Oil), grease, sealant, thermostat, fuses; in addition to the appropriate tools, testing equipment, safety shoes and apparel for technicians, personal protective equipment (hands, hearing, eye protection), MSDS, cleaning material and oil spill containment kits. The contractor should inventory the supply after each visit and order replacement supplies and have them delivered on site

5.0 SCHEDULED PREVENTIVE MAINTENANCE

5.1 General

5.1.1 The objective of scheduled routine maintenance is to eliminate or minimize system malfunction, breakdown and deterioration. Contract maintenance of the system must assure continuous, safe, and satisfactory operation of all systems parts and components. The Contractor shall schedule routine maintenance in accordance to the operation and maintenance (O&M) manuals required by the manufacturers, and to include all tasks herein described, in addition to routine lubrication and adjustments.

5.1.2 The Contractor shall inventory, supply, repair and replace all parts that have become unsafe due to wear and tear. The Contractor shall use genuine manufacturer's parts or approved or equal (to be approved by COR) for all replacements. The Contractor shall maintain an easily accessible supply of spare parts sufficient for normal maintenance and expedient emergency repairs.

5.1.3 All personnel working in the vicinity shall wear and use safety protection while all work is performed and shall comply with the safety procedures implemented by the Safety and Health Requirements of the US Army Corps of Engineers - EM 385-1-1 Please check the link below

http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx
Or
http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1_2008Sep_Consolidated_2011Aug.pdf

Any questions or injuries shall be brought to the attention of the Post Occupation Safety and Health Officer (POSHO). Material Safety Data Sheets (MSDS) shall be provided by the Contractor for all HAZMAT materials. Copies will be provided to the COR for approval.

5.1.4 If any deficiencies found with any system component of the HVAC system, that are not covered under this scope of work, then the contractor must provide the following:

a. Detailed report noting the deficiency found.
b. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.
c. Estimate for the required labor hours. Cost of repair will be according to the hourly rates included in the Pricing section of the solicitation.

5.2 Maintenance task checklist

The Contractor shall submit to the COR a schedule and description of the scheduled routine maintenance tasks as included in the O&M manuals for each system component The Contractor shall prepare the schedule and task description in an electronic checklist format and submit it as part of the contractor's proposal. The Maintenance Task Checklist must be approved by the Contracting Officer or COR after contract award and prior to contract work commencement.

5.3 Minimum Requirements

The Contractor shall perform the maintenance every three months with trained technicians, and under supervision of a qualified engineer/supervisor, and shall inspect and service every item of the HVAC system as required by the COR. The contractor shall leave a copy of the signed checklist with the COR or the COR's designate following the routine maintenance visit.

The preventive maintenance service shall include, as a minimum, the following tasks:

a. Review system performance with the COR, or the designated representative, to determine if any malfunctions have occurred in connection with the operation of the system since the most recent previous scheduled routine maintenance visit;

b. Investigate any malfunctions which have occurred, and make repairs as necessary.

c. Report findings to the COR or the COR's designee including identification of failed equipment and reason for failure; no later than 3 working days.

d. Leave signed and dated copy of the Maintenance Checklist and signed and dated copies of any other annual checklists if those were completed during the subject visit;

5.4 Special Instructions

5.4.1 Follow site safety procedures and supervisor's instructions.
5.4.2 Schedule outage with operating personnel. personnel (minimum 24 hours in advance of planned shutdown)
5.4.3 Use extreme caution when climbing roof access ladders.
5.4.4 Perform applicable lockout/tag out steps of site safety procedures.
5.4.5 Record and report equipment damage or deficiencies.
5.4.6 Review and follow the manufacturer's O&M instructions.
5.4.7 Follow safety and environmental procedures for the handling and disposing of refrigerants and compressor oil.
5.4.8 Don't vent refrigerants. Refrigerants must be recovered.
5.4.9 Record quantities of refrigerants and compressor oil, added or removed.
5.4.10 Record results in the equipment history log.
5.4.11 Check manufacturer's specifications for the maximum number of plugged tubes.

5.5 Maintenance list

Equipment Inventory list is included at the end of this document.
The contractor shall perform the following, as a minimum, for each item of the system:

5.5.1 Chiller Maintenance

Quarter Schedule

1. Check oil level in oil separator sight glass.
2. Check liquid line sight glass/moisture indicator.
3. Record system operating temperatures and pressures in the checklist.

4. Check programmable operating set points and safety cutouts. Assure they are correct for the application.
5. Check compressor and evaporator heater operation.
6. Check superheat on the evaporator and the economizer feed to the compressor.
7. Check condenser sub-cooling.
8. Check for dirt in the panel. Check door gasket for sealing integrity.
9. Check condition of condenser coil fans
10. Check for water / refrigerant leak
11. Check transducers temp. sensor
12. Check HP cut-outs , oil pressure cut-outs

Annual Schedule-

1. Sample compressor oil, check for acid, and replace if necessary.
2. Inspect all electrical connections for damage and ensure terminals are tight. Inspect all contactors for pitting and corrosion and replace as necessary.
3. Check fuses to ensure they are sized correctly.
4. Energize each compressor and check refrigerant pressures, signs of overheating, and oil leaks. Conduct “sniffer” leak checks of entire refrigerant piping system.
5. De-energize each compressor and inspect terminals for pitting, corrosion and loose connections.
6. Inspect all insulation on piping and control sensors. Repair and replace as necessary.
7. Check the chiller for leaks.
8. Thoroughly clean the condenser coils.
9. Test fans for proper operation.
10. Perform operational test and return to service.
11. Remove debris from work-site.

5.5.2 Chilled water pump maintenance

Quarter Schedule:

1. Greasing of Bearing
2. Check for Mechanical Seal leak
3. Check noisy pumps or valves for Cavitation or higher pressure drop
4. Check Pump temperature or Vibration
5. Check and secure all pumps mounting
6. Check packing for leakage and Adjust / replace
7. Make sure all gauges are operational
8. Lubricate Pumps & Motors
9. Ensure all axillary equipment is functioning
10. Test and record the motor amp draw under full load
11. Inspect for proper rotation

Annual Schedule:

1. Inspect Disc Coupling for signs of wears & cracks in limitation
2. Check all Mounting and flange Belts
3. Remove Coupling Guard, Check alignment and correct as required
4. Inspect Bearing for wear. Adjust, repair or replace as necessary

5. Check the Cavitation of the Motor through temperature or vibration analysis to assure long life
6. Align the Pumps / Motor Coupling.

5.5.3 Motor Starter (5 HP to Less Than 100 HP):

Special Instructions

1. Schedule outage with operating personnel. (minimum 24 hours in advance of planned shutdown)
2. Follow site safety procedures and your supervisor's instructions.
3. De-energize, tag, and lock out circuit. Check for secondary sources of voltage. DANGER – CHECK THAT CIRCUITS ARE DEAD BEFORE STARTING WORK.
4. Record and report to your supervisor any equipment damage or deficiencies found during this maintenance task.
5. Record all test results in the component maintenance log.
6. Obtain and review manufacturer's operation and maintenance instructions.
7. All tests shall conform to the manufacturer's recommended procedure

Annual Schedule

1. Complete RCM Procedure CM-0002 (Qualitative Infrared Testing).
2. Visually inspect for broken parts, contact arcing, or any evidence of overheating.
3. Check motor name plate for current rating and controller manufacturer's recommended heater size (report discrepancy to supervisor).
4. Check line and load connections for tightness (check manufacturer's instructions for torque specifications).
5. Check heater mounting screws for tightness.
6. Check all control wiring connections for tightness.
7. On units equipped with motor reversing capacity, check mechanical interlock.
8. On units equipped with two-stage starting, check dash pots and timing controls for proper operation. Adjust as required per the manufacturer's specifications.
9. On units equipped with variable speed starters:
10. Check tightness of connections to resistor bank.
11. Check resistor coils and plates for cracking, broken wires, mounting and signs of overheating. Clean as required.
12. Check tightness of connections to drum controller.
13. Check contacts of drum controller for arcing and overheating. Apply a thin film of lubricant to drum controller contacts and to rotating surfaces.
14. Check starter contact connections by applying a thin film of black contact grease to line and load stabs, operate contacts and check surface contact.
15. Lubricate all moving parts with proper lubricant.
16. Clean interior of cabinet.
17. Clean exterior of cabinet.
18. Energize circuit and check operation of starter and any pilot lights. Replace as required.

5.5.4 Panel, Electronic Controls:

Special Instructions

1. Schedule outage with operating personnel. (minimum 24 hours in advance of planned shutdown)
2. Record and report equipment damage or deficiencies.
3. Record results in the equipment history log

Annual Inspection

1. Clean panel interior.
2. Verify functionality of supported devices.
3. Clean ventilation filter and fan (if applicable).
4. Submit a Work Order to correct deficiencies.

2 Year Inspections

1. Replace battery where applicable.

5.5.5 Cooling Tower

Quarter Schedule

1. Clean debris from the unit
2. Clean and flush Basin
3. Clean Basin strainer
4. Check and adjust Basin water levels
5. Inspect Spray Nozzles
6. Check and adjust Fans Belts Tension
7. Check and adjust Bleed rates
8. Check operation of make- up valve
9. Check unit for unusual noise or vibration
10. Check Fan Bearing locking collars
11. Check Motor voltage and current
12. Lubricate Fan shaft Bearings
13. Lubricate Fan Motor Bearings
14. Lubricate Motor Base adjusting Screw
15. Check Fan for rotation without obstruction
16. Eliminate any dirt in the top of the fill

Annual Schedule:

1. Drain Basin and piping
2. Power washing the whole tower removing debris and algae
3. Flush / clean the towers by water with chemical
4. Inspect whole tower parts and replace broken or cracked elements
5. Replace belts, both high speed and low speed belts if applicable
6. Replace defective eliminators / re-align it
7. Adjust Nozzles orientation and eliminate any dirt
8. Adjust the Blades angles

5.5.6 Air Handling Unit Belt Drive

Annual Schedule

1. Maintenance Task Description: Check, clean and inspect the air handling unit.

2. Procedures:
    1) Pre-work operational tests with unit operating:
        a. Check for unusual noise or vibration.
        b. Perform vibration analysis. Record corrective measures if needed.
        c. Perform thermal analysis. Record corrective measures if needed.
    2) Stop the unit and clean/adjust:
        a. Clean exterior of unit.
        b. Inspect panels for damage.
        c. Inspect air hoods and air louvers for damage and debris.
        d. Inspect bird screens for damage and debris.
        e. Inspect mist eliminators for damage, dirt and debris.
        f. Check and clean grills, dampers, vanes, linkages as required.
        g. Check damper actuators and linkage for proper operation. Adjust linkage on dampers if out of alignment.
        h. Lubricate mechanical connections of dampers sparingly.
        i. Vacuum interior of unit if necessary.
        j. Check doors, handles, latches and hinges for proper operation.
        k. Inspect door gaskets for damage and proper seal.
        l. Check soundness of unit structure. (Is it falling apart?)
    3) Service the fan:
        a. Check belts for wear and cracks, adjust tension or alignment, and replace belts when necessary.
        b. Check fan housing, wheel, shaft, frame, inlet vanes and bearings for damage, wear, loose parts, dirt and debris.
        c. Check fan base, vibration isolators and thrust restraints for damage, wear, loose parts, dirt and debris.
        d. Check sheaves for excessive wear. Submit a work order to replace the sheaves when the belts start riding low.
        e. Check fan blades for dust buildup and clean if necessary.
        f. Check fan blades and moving parts for cracks and excessive wear.
        g. Check mounting bolts, set screws, etc. for security.
        h. Check condition of extended lubrication lines when present.
        i. Lubricate fan shaft bearings while unit is running. Do not over lubricate. Remove old or excess lubricant. (See manufacturer literature)
    4) Clean and service the coils and cooling/heating components:
        a. Inspect coils and clean by brushing, blowing, vacuuming, or pressure washing if necessary.
        b. Check coils for leaks and adjust tightness of fittings when required.
        c. Use fin comb to straighten coil fins. (If necessary)
        d. For hydronic units, cycle all hydronic water valves two times and check for leaks.
        e. For DX units, check for refrigerant leaks on all lines, valves, fittings, coils, etc. Submit a work order to repair any leaks found.
        f. Check and repair damaged insulation.
        g. Check filters and change if necessary.

5) Clean and service the condensate catch and removal components:
    a. Flush and clean condensate pans and drains, remove all rust, prepare metal and paint where required.
    b. Ensure condensate drain lines are clear and free running.
    c. Treat condensate pans with an EPA approved biocide.
    d. Service condensate pumps, if equipped.
    e. Clean the strainers.
6) Service the motor:
    a. Clean exterior of motor surfaces of soil accumulation.
    b. Clean motor ventilation ports.
    c. Check motor for damage.
    d. Lubricate motor bearings with Polyrex-EM grease. Don't use fan bearing grease in the motor.
    e. Check adjustable fan motor base and mounting hardware for damage or loose parts. Tighten as necessary.
    f.Check grounding straps for tightness.
    g. Check and record insulation resistance with a megger. Don't megger variable frequency drives.
    h. Perform corrective measures identified during the pre-work operation test if possible as preventive maintenance. Otherwise, submit a work order for correction.
7) Remove tags, perform operational test, and return unit to service.
    a. Check for proper condensate drainage.
    b. Check for unusual noise or vibration.
    c. Perform vibration and thermal analysis to verify correction of any pre-test problems.
    d. Check unit sensors for proper readout at the building automation system.
    e. Record motor running amps at 100 percent frequency and air loading.

5.5.7 Building Automation System for Cairo II (Chillers, Pumps & Cooling Towers)

<u>Quarterly- Schedule</u>

1. Checking the BAS station and address all faults or Alarm (if any) accordingly
2. Maintain the BAS system in good& functional condition and investigate/ troubleshoot & fix operation Problems
3. Make sure that all sensors, actuators, input & output points give plausible &acceptable reading
4. Cleaning LCPs & MCCs and make sure that hardware is mounted properly
5. Review fire sequence.

<u>Annual Schedule</u>

1. Inspect and cleaning of all sensors
2. Check and inspect operation sequence.

5.5.8 Water treatment

<u>General</u>

All equipment, chemicals, and testing procedures and kits shall be approved by the COR prior to use in the service contract.

The contractor will be responsible for submitting the manufacture specifications, MSDS sheets and equipment cut sheets for all equipment, chemicals (including chemical composition), and testing procedures in both English and Arabic languages.

The contractor shall use a molybdate based corrosion and scale inhibitor designed for closed hot and chilled recirculating water systems. The molybdate shall be in a liquid form with a pH level ranging from 10.8 to 12.5. The density of the molybdate shall be between 1.03 to 1.07 kg/L. The molybdate shall not contain any sodium nitrites. The chemicals shall be compatible with glycol. The chemical composition of the molybdate shall contain at the minimum the following chemicals: Sodium Molybdate, Sodium Hydroxide, Sodium Tetraborate, and Pentahydrate.

The chilled and cooling Tower Condensing water shall be maintained with the following parameters:

Parameters:

Corrosion on Mild Steel Less than 2.0mpy

Pitting attack on mild steel None

Corrosion on copper alloy Less than 0.2mpy

Scaling and deposition None

Microbiological fouling

1. No visible deposits
2. No Health Hazard
3. HetroTrophoic Plate Count (HPC) less than 500/CFU

Scope

The contractor shall provide both the required chemical products and necessary services to apply the chemicals, monitor their performance, and report the results. The water treatment service contract shall preserve the interior waterside of current piping, HVAC equipment, reduce operating costs and establish a cost effective water treatment program to control water related problems such as corrosion, scaling, general deposits, and microbiological fouling.

The water treatment contractor shall establish minimum and maximum control ranges for each treatment chemical and avoid unnecessary high levels of chemicals to mitigate cost and adverse chemical reactions from improper high level chemical dosage.

The water systems are made up of the following:
Primary and Secondary Chilled Water Loop

Quarterly Visit:

1. Inspect chemicals and shelf life (replace expired chemicals)
2. Inspect chemical feeders

3. Inspect and verify water condition
4. Inspect and verify the control bleed offs
5. Ensure chemicals are stored in the proper locations based on the MSDS and manufacture guidelines.
6. Maintain water treatment records and test results.
7. Ensure proper dosage of chemicals.
8. Test system for proper pH, total amount of dissolved solids, conductivity, and scale and corrosion inhibitors. Test supply water for base conditions.
9. Monitor and test corrosion coupons as applicable.
10. Check inventory of the chemicals and replenish if necessary.
11. Ensure embassy facility management staffs are testing the water properly.
12. The water treatment contractor on the quarterly visit review the facility water treatment logs and the operating logs again to verify the chemicals are with design parameters.

Annual Visits:

1. Check of all the electrics cables (power supply and output Relays)
2. Check and repair chemical feed pump
3. Remove and check the steel and copper corrosion probes
4. Cleaning and calibration of the probe
5. Calibration of the ORP probe
6. Calibration of the pH probe
7. Cleaning and calibration of the conductivity probe
8. Testing of the dosing pumps commended by manufacturer
9. Testing of the blow down valves
10. Testing of the automatic backwash filter automatic cleaning every 4 hours
11. Training of the American Embassy Cairo staff.
12. Have all water systems tested by a certified laboratory for a complete analysis of water such as pH, aluminum, calcium, copper, bromide, fluoride, molybdenum, nitrite, nitrate, orthophosphate, silica, strontium, iron, lead, magnesium, sodium, chloride, and total suspended solids etc.
13. The water treatment contractor shall provide on an annual basis 2 days of training in both English and Arabic to perform the necessary water treatment tests, the control ranges for each treatment chemical, safe handling of equipment and chemicals, and new water treatment procedures/technologies.

6.0 TROUBLE CALL RESPONSE SERVICE

6.1 Response Service

The Contractor shall provide, at no extra cost, 4 emergency trouble calls for each system per year. A trained mechanic shall be on site within six hour time period of the placement of an emergency trouble call by the Contracting Officer or COR. .

6.2 Callback Service

When a system component which was previously worked on by the Contractor's technicians, has a repeat malfunction within a 24-hour period, the Contractor shall be obligated to provide, at no extra cost, a return visit by a trained technician to correct the problem, even if the problem is minor in nature.

7.0 PERSONNEL, TOOLS, REPAIR PARTS, MATERIALS AND SUPPLIES

7.1 The Contractor shall provide trained HVAC technicians for the services. Detailed resumes for the maintenance staff shall be submitted as part of the contractor's proposals.

7.2 The contractor shall employ or sub-contract the manufacturers of the chillers and the CRU unit to perform the annual maintenance and shall submit the manufacture's reports on the maintenance and operation of the chillers and the CRU.

7.3 The contractor shall use the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required by this contract.

7.4 The Contractor shall provide all of the necessary repair parts, materials and supplies to maintain, service, inspect and test the HVAC Systems as required by this contract.

8.0 EXCLUSIONS

The Contractor shall NOT assume responsibility for the following:

Major Repairs: Any individual unit or incident of repair with a total estimated cost (labor and direct material costs) exceeding $3,000.00 which is not covered under routine maintenance, is not covered by this contract. The Government reserves the right to determine how these repairs are to be handled. Such repairs will normally be accomplished by separate purchase order or contract. This exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

The Contractor **is** responsible for proper disposal of toxic/hazardous substances. All material shall be disposed of according to Government and Local law. After proper disposal the contractor must show proof of authorized disposal of these toxic/hazardous substances.

9.0 DELIVERABLES

The following items shall be delivered under this contract:

Description	QTY	Delivery Date	Deliver to
Names, biographic data, police clearance on Contractor personnel	1	5 days after contract award	COR
Certification of disposal of toxic chemicals by local authorities	1	After each change	COR
Certificate of Insurance	1	10 days after contract award	COR
Applicable permits	1	10 days after contract award	COR
Maintenance task checklist signed by	1	After completion of each	COR

Contractor's employee		maintenance service	
Report on the performance of all system components	1	After completion of each maintenance service, and after emergency calls	COR
Invoice	1	Quarterly	COR

10.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

10.1 Plan. This plan is designed to provide an effective surveillance method to promote effective 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 conduct quality assurance to ensure that contract standards are achieved.

10.2 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

10.3 Standard. The performance standard is that the Government receives no more than three (3) customer complaints per quarter. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

10.4 Procedures.

10.4.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

10.4.2 The COR will complete appropriate documentation to record the complaint.

10.4.3 If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

10.4.4 If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

10.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

10.4.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

10.4.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

10.4.8 Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

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SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (SEPT 2013), is incorporated by reference. (See SF-1449, block 27a).

The following FAR clause is provided in full text:

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

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (OCT 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__ (5) [Reserved].
__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
__ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
__ (11)(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 2014) (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 2014) of 52.219-9.
__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 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 Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
__ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
_X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
__ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
__ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
__ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(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 (Jul 2014) (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) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
__ (34)(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.)

__ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O. 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-13.
__ (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-14.
__ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
_X_ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O. 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-16.
_X_ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
__ (40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
__ (41)(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.
_X_ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
_X_ (43) 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).
__ (44) 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).
__ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
_X_ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
_X_ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
_X_ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
__ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
__ (53)(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) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
__ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).
__ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
__ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
(ii) 52.219-8, Utilization of Small Business Concerns (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 $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
(viii) 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.
(ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(xi) 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).
(xii) 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).
(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
(xiv) 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).
(xv) 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.
(xvi) 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)

The remainder of this page is intentionally blank.

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2CLAUSES 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 this/these address(es):

http://www.acquisition.gov/far/ or *http://farsite.hill.af.mil/vffara.htm*

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR clauses.

The following Federal Acquisition Regulation clauses are incorporated by reference:

CLAUSE	TITLE AND DATE
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following FAR clause is provided in full text:

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012) (DEVIATION)

(a) Definitions. As used in this clause-
"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.
"Commercial and Government Entity (CAGE) code" means-
(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."
"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.
"Registered in the **SAM** database" means that-
(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
(2) The Contractor's CAGE code is in the **SAM** database; and
(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.
"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-
(1) Data collected from prospective federal awardees required for the conduct of business with the Government;
(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations , or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
(2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.
(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
(1) A contractor may obtain a DUNS number-
(i) Via the internet at http://fedgov.dnb.com/webform or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.
(2) The Contractor should be prepared to provide the following information:
(i) Company legal business name.
(ii) Trade style, doing business, or other name by which your entity is commonly recognized.
(iii) Company physical street address, city, state and Zip Code.
(iv) Company mailing address, city, state and Zip Code (if separate from physical).
(v) Company telephone number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-
(A) Change the name in the **SAM** database;
(B) Comply with the requirements of subpart 42.12 of the FAR; and
(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see

FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through *http://www.acquisition.gov/*or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years.**

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **September 30th**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **September 30th,** until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (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 email.

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)

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

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original and **1** copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

American Embassy Cairo
8 Kamal El Din Salah, Garden City,
Cairo, Egypt
Att: Procurement & Contracting Office

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

_____

_____

_____

652.237-71 IDENTIFICATION/BUILDING PASS (APR 2004)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day	American	Thursday	Jan. 1
Moulid El Nabi	Egyptian	Saturday	Jan. 3
Coptic Christmas	Egyptian	Wednesday	Jan. 7
Martin Luther King's Birthday	American	Sunday	Jan. 18
Revolution/Police Day	Egyptian	Sunday	Jan. 25
President's Day	American	Sunday	Feb. 15
Sham El Nessim	Egyptian	Monday	April 13
Sinai Liberation Day	Egyptian	Saturday	April 25
Labor Day	Egyptian	Friday	May 1
Memorial Day	American	Sunday	May 24
Independence Day	American	Sunday	July 5
Eid El Fitr	Egyptian	Fri/Sat	July 17-18
National Day	Egyptian	Thursday	July 23
Labor Day	American	Sunday	Sept. 6
Eid El Adha	Egyptian	Tues/Wed/Thurs	Sept. 22-24
Armed Forces Day	Egyptian	Tuesday	Oct. 6
Columbus Day	American	Sunday	Oct. 11
Islamic New Year	Egyptian	Wednesday	Oct. 14
Veterans Day	American	Wednesday	Nov. 11
Thanksgiving Day	American	Thursday	Nov. 26
Christmas Day	American	Thursday	Dec. 24

*The Embassy will consider moving the observance date of local holidays falling on weekends or otherwise in the event that the Egyptian Government issues decisions mandating that both the public and private sector change the observance date of a local holiday.

**Dates of Islamic holidays are subject to the sighting of the moon and may vary from the above projected dates.

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

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 **Hala Kaldas**

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

652.228-71 Worker's Compensation Insurance (Defense Base Act) - Services.

WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (JUN 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.

(b) Reserved
(c) Reserved
(d) Reserved
(e) Reserved
(f) Reserved
(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)

The remainder of this page is intentionally blank.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

A. Summary of instructions: Each offer must consist of the following:

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

2. Information demonstrating the offeror's ability to perform, including:

   (a) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

   (b) Evidence that the offeror operates an established business with a permanent address and telephone listing;

3. List of clients over the past **3 years**, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in **Egypt** then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

   - Quality of services provided under the contract;
   - Compliance with contract terms and conditions;
   - Effectiveness of management;
   - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
   - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

4. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

5. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

6. The offeror's strategic plan for the **HVAC system services** to include but not limited to:
   (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
   (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
   (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
   (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.
   (e) List of spare parts and suppliers of spare parts for elevators and proposals shall include a description of the firm's ability to obtain replacement parts and ability to perform specialized tests/diagnostic/programming equipment for servicing elevators.

7. List of spare parts and suppliers of spare parts for HVAC system and proposals shall include a description of the firm's ability to obtain replacement parts and ability to perform specialized tests/diagnostic/programming equipment for servicing the system.

8. Schedule and task description in an electronic checklist format as per item 5.2 of the Statement of Work

If required by the solicitation, the quoter shall provide either:

(a) a copy of the Certificate of Insurance, or

(b) a statement that the offeror, if awarded the contract, will get the required insurance, and the name of the insurance provider to be used.

Instructions for proposal submission:
Each offer shall consist of the following two **separate** volumes:

Volume One
- Completed Standard Form (SF)1449
- Completed Section 1 – Pricing
- Completed Section 5 - Representations and Certifications.

Volume Two

Technical Proposal (as per the above Summary of Instructions above, points 2 till 8.

REVIEW OF DOCUMENTS - Any ambiguity / problem / mistake in the solicitation shall be reported immediately to the Contracting Officer.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

This solicitation incorporates one or more solicitation 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far/ or *http://farsite.hill.af.mil/vffara.htm*

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions 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	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
52.237-1	SITE VISIT (APR 1984)

The pre-proposal conference will be held on May 11th, 2015 at 9:30 am at 8, Kamal El-Din Salah Garden City, Cairo, Egypt, and then it will be followed by the site visit.

The following DOSAR provision is provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **S/GSO Officer, at 27973800 and fax 2797-3972**.. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

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SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.

The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.

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 offeror with its proposal/quotation.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options, if any.

The Government will determine quoter acceptability by assessing the compliance with the terms of the RFQ **to include the technical information required by Section 3.**

The Government will determine quoter responsibility by analyzing whether the apparent successful quoter 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.

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ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision is provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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.

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SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (nov 2014)

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 (p) 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", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

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

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 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 (p) 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is,o 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 o is, o 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 o is, o 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 o is, o 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 o 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 o is, o 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 o is, o 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 o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It o has, o has not filed all required compliance reports.
(2) *Affirmative Action Compliance*. The offeror represents that—
(i) It o has developed and has on file, o 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 o 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) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(2) o Have, o 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) o Are, o 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) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 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* 22.1503*(b)*.]
(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) o 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) o 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 o does o 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 o does o 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)*.
o TIN: _____.
o TIN has been applied for.
o TIN is not required because:
o 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;
o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.
(4) *Type of organization*.
o Sole proprietorship;
o Partnership;
o Corporate entity (not tax-exempt);
o Corporate entity (tax-exempt);
o Government entity (Federal, State, or local);
o Foreign government;
o International organization per 26 CFR 1.6049-4;
o Other _____.
(5) *Common parent*.
o Offeror is not owned or controlled by a common parent;
o 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) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.
(2) *Representation*. By submission of its offer, the offeror represents that—
(i) It is not an inverted domestic corporation; and
(ii) It 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 $3,000 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: o Yes or o 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*)

(End of provision)

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ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

Note to bidder/offeror: 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*.

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.

(End of provision)

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)

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