U.S. Embassy **Cairo**
8 Kamal El-Din Salah
Garden City, Cairo
Date: **May 19, 2026**

Dear Prospective Offeror:

Subject: Request for Proposals number **19EG3026R0001** Health/Life Insurance Services

The Embassy of the United States of America invites you to submit a proposal for locally employed staff health and life insurance coverage. The Embassy encourages prospective offerors to offer off-the-shelf plans that meet at least the minimum benefit levels required in this solicitation.

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

The Embassy intends to conduct a pre-proposal conference at the site, The pre-proposal conference will be held on **Jun 09, 2026, at 10 a.m. (Cairo time)** at the **US Embassy in Cairo**. Prospective offerors should contact cairocontracts@state.gov with their IDs by **Jun. 03, 2026,** to arrange entry to the building.

Proposals are due by **Jun 29, 2026, at 04:30 p.m. (Cairo time).** No proposals will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted. Any questions related to the solicitation should be emailed to cairocontracts@state.gov by **Jun 17, 2026, at 04:30 p.m. (Cairo time).**

Your proposal must be submitted electronically to CairoGSOProcA@state.gov only. It is important to make sure the submission is made in specific size and format; in MS-Word 2007/2010 or MS-Excel 2007/2010 or Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed the 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

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

1. SF-33
2. Section B, Pricing Schedule.
3. Section K, Representations and Certifications; and
4. Additional information as required in Section L.
5. Proof of SAM Registration

Offerors shall be registered in the SAM (System for Award Management) database at https://www.sam.gov prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be

considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,

Jeffrey Watts
Contracting Officer

Enclosure:

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF 84 PAGES

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	19EG3026R0001	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	05/19/2026	PR15859167

7. ISSUED BY CODE EG300
AMERICAN EMBASSY CAIRO
US EMBASSY CAIRO 8 KAMAL EL DIN SALAH, ATTN:
PROCUREMENT/CONTRACTING OFFICE
CAIRO 11519
EGYPT

8. ADDRESS OFFER TO *(If other than item 7)*
AMERICAN EMBASSY CAIRO
US EMBASSY CAIRO 8 KAMAL EL DIN SALAH, ATTN: PROCUREMENT (1901)
CAIRO 11519
EGYPT

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 04:30 *(Hour)* local time 06/29/2026 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	Jeffrey Watts Hany B. Gerguis				wattsjl@state.gov GerguisHB@state.gov

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFER-OR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER				17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION	☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ITEM

24. ADMINISTERED BY *(If other than Item 7)*
AMERICAN EMBASSY CAIRO
US EMBASSY CAIRO 8 KAMAL EL DIN SALAH, ATTN: PROCUREMENT/CONTRACTING OFFICE
CAIRO 11519
EGYPT

25. PAYMENT WILL BE MADE BY CODE
AMERICAN EMBASSY COLOMBO
210 GALLE ROAD, ATTN: FMO-BILLING
COLOMBO
SRI LANKA

26. NAME OF CONTRACTING OFFICER *(Type or print*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B

PART I: PRICE – HEALTH INSURANCE

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010
NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26 U.S.C. 5000C

B.1. HEALTH INSURANCE SERVICES

The Contractor shall provide the Health Insurance services to employees of the Government of the United States of America in **Egypt** and their eligible dependents as described in Section C and the Exhibits in Section J. This insurance shall be provided in accordance with Section C and the exhibits in Section J.

B.1.1. Official Residence Expense (ORE) Staff and the American Employees Cooperative and Welfare Association (AECWA) employees are included under this contract only as a rider; the Contractor shall bill the Chief of Mission and Deputy Chief of Mission (for ORE Staff), and the AECWA employees at the rates specified below. See Section G for billing procedures.
Note that USG is not responsible, nor liable, for any riders.

B.1.2 Optional benefit coverage is included under this contract only as a rider at the rates specified below.

B.2. PRICES

B.2.1 Value Added Tax

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

B.2.2 This is a fixed price with economic price adjustment requirements type contract under which will be issued firm, fixed-price task orders. The fixed prices/premium rates in **Egyptian Pounds** for the health insurance services as specified in Section C are as follows:

B.2.3 Base Year of Contract			
Bi-Weekly Rates Per Employee			
Category	Estimated Number of Employees	Rate per Employee/Dependent	Bi-Weekly Total
a. Single Employees (Self Only)	1200		
b. Family Plan (Rate per each Dependent)	3000		
c. Subtotal (a +b)			
Total Price for Base Year (c x 26)			

B.2.4 First Option Year of Contract			
Bi-Weekly Rates Per Employee			
Category	Estimated Number of Employees	Rate per Employee/Dependent	Bi-Weekly Total
a. Single Employees (Self Only)	1200		
b. Family Plan (Rate per each Dependent)	3000		
c. Subtotal (a + b)			
Total Price for First Option Year (c x 26)			

B.2.5 Second Option Year of Contract			
Bi-Weekly Rates Per Employee			
Category	Estimated Number of Employees	Rate per Employee/Dependent	Bi-Weekly Total
a. Single Employees (Self Only)	1200		
b. Family (Rate per each Dependent)	3000		
c. Subtotal (a + b)			
Total Price for Second Option Year (c x 26)			

B.2.6 Third Option Year of Contract			
Bi-Weekly Rates Per Employee			
Category	Estimated Number of Employees	Rate per Employee/Dependent	Bi-Weekly Total
a. Single Employees (Self Only)	1200		
b. Family (Rate per each Dependent)	3000		
c. Subtotal (a + b)			
Total Price for Third Option Year (c x 26)			

B.2.7 Fourth Option Year of Contract			
Bi-Weekly Rates Per Premium			
Category	Estimated Number of Employees	Rate per Employee/Dependent	Bi-Weekly Total
a. Single Employees (Self Only)	1200		
b. Family (Rate per each Dependent)	3000		
c. Subtotal (a + b)			
Total Price for Fourth Option Year (c x 26)			

B.2.8 Six months extension (FAR 52.217-8)			
Bi-Weekly Rates Per Premium			
Category	Estimated Number of Employees	Rate per Employee/Dependent	Bi-Weekly Total
a. Single Employees (Self Only)	1200		
b. Family (Rate per each Dependent)	3000		
c. Subtotal (a + b)			
Total Price for Fourth Option Year (c x 13)			

B.2.9 Grand Total of Base plus All Option Years	
Base Year Total	
First Option Year Total	
Second Option Year Total	
Third Option Year Total	
Fourth Option Year Total	
Six months extension (FAR 52.217-8)	
Grand Total of Base plus All Option Years	

MINIMUM AND MAXIMUM AMOUNTS

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of **EGP 100,000.00**. This reflects the contract minimum guarantee for each period of performance. The amount of all orders, for base and all option years shall not exceed **EGP 2,000,000,000.00**. This reflects the contract maximum.

B.3 Pricing for Rider CLINS

The firm fixed price/premium rates in Egyptian Pounds for the Rider CLINS are as follows and are to be **paid 100% by the enrollee;** these Rider CLINS will NOT be evaluated as part of the overall price evaluation:

B.3.1 Base Year for Rider CLINS:

No.	Category	Bi-Weekly Rates per Employee
1	Official Residence Expense (ORE) Staff and the American Employees Cooperative and Welfare Association (AECWA) and their Dependents	

B.3.2 First Option Year for Rider CLINS:

No.	Category	Bi-Weekly Rates per Employee
1	Official Residence Expense (ORE) Staff and the American Employees Cooperative and Welfare Association (AECWA) and their Dependents	

B.3.3 Second Option Year for Rider CLINS:

No.	Category	Bi-Weekly Rates per Employee

1	Official Residence Expense (ORE) Staff and the American Employees Cooperative and Welfare Association (AECWA) and their Dependents	

B.3.4 Third Option Year for Rider CLINS:

No.	Category	Bi-Weekly Rates per Employee
1	Official Residence Expense (ORE) Staff and the American Employees Cooperative and Welfare Association (AECWA) and their Dependents	

B.3.5 Fourth Option Year for Rider CLINS:

No.	Category	Bi-Weekly Rates per Employee
1	Official Residence Expense (ORE) Staff and the American Employees Cooperative and Welfare Association (AECWA) and their Dependents	

B.3.6 Six months extension (FAR 52.217-8) for Rider CLINS:

No.	Category	Bi-Weekly Rates per Employee
1	Official Residence Expense (ORE) Staff and the American Employees Cooperative and Welfare Association (AECWA) and their Dependents	

B.3.7. Grand Total of Base Plus All Option Years For Rider CLINS:

These Rider CLINS will NOT be evaluated as part of the overall price evaluation

No.	Category	Total
1	Base Year Total	
2	First Option Year Total	
3	Second Option Year Total	
4	Third Option Year Total	
5	Fourth Option Year Total	
6	Six months extension (FAR 52.217-8)	
GRAND TOTAL of BASE plus ALL OPTION YEARS of RIDER CLINS:		

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B.4 ADMINISTRATIVE RETENTION AMOUNTS

B.4.1 If the Contractor requests a price adjustment under B.5 below, the Contractor must present cost experience data that includes the retention amount. For purposes of any economic price adjustment, this retention amount is a fixed amount that is a part of the premium amounts in B.2. This retention amount will not be adjusted for any reason.

The retention amount is part of the premium and may include, but not be limited to, such costs as overhead and general and administrative costs. It will also include any profit. Essentially, it includes all costs except the actual portion of the premium intended to fund claims paid to the health care provider/claimant. B.3.2 sets forth the retention amounts per premium paid for each category of premium and for each period of performance.

NOTE TO OFFEROR: Fill in the fixed bi-weekly retention amounts for each period of performance and for each category of premium. This fixed amount shall be expressed in the currency in which the premium amount is proposed. The fixed retention amount shall not be expressed in terms of a percentage of the premium.

B.4.2 Bi-Weekly Retention Amounts per separate premium paid per single employee and per family plan.

Period of Performance	**Single Employees (Self Only)**	**Family Plan**
Base Period		
First Option Year		
Second Option Year		
Third Option Year		
Fourth Option Year		
Six months extension (FAR 52.217-8)		

B.5. ECONOMIC PRICE ADJUSTMENT-HEALTH INSURANCE PREMIUMS

B.5.1. Premium Adjustment Based on Experience - For health insurance, prices may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract, and it specifically excludes all riders in B.1.1. No adjustment will be allowed during the first twelve months. After such time, the Contractor or the Government may request an adjustment in premiums on an annual basis. Adjustments are not retroactive to previous contract terms. Before any such adjustment is made, the Contractor agrees to provide the Government a balance sheet showing three main components for the time period: (1) receipts (premiums received) minus the retention amount, (2) number of insurance plans and (3) claims paid. This information shall be provided per type of premium, i.e. per line item. The retention amount is not subject to adjustment. The Government reserves the right to have an independent third party

review the balance sheet and claims and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Mutually agreed to adjustments shall be effective thirty days after complete information is received by the Government. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

B.5.2. Premium Adjustment Based on Laws - The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the Contractor to perform this contract at the contracted rate. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the premium rate. The Contractor agrees to provide all documentation necessary to support any requested adjustment.

B.5.2.1 Employee Pool – This clause is only in effect if the Contractor included details in its offer regarding a pooling arrangement, of which this contract is a part.

Before any adjustment is made under this price adjustment clause, the Contractor shall include in its proposal for adjustment, details setting forth how the pool impacts the request for equitable adjustment.

The remainder of this page is intentionally blank

PART II: PRICE – GROUP LIFE INSURANCE

B.6. GROUP LIFE INSURANCE SERVICES

The Contractor shall provide the Group Life Insurance services described herein to employees of the Government of the United States of America in **Cairo, Egypt.** The groups of employees who shall be provided this insurance are listed in C.2.3. This insurance shall be provided in accordance with Section C and the Exhibits in Section J.

B.6.1. Official Residence Expense (ORE) Staff and Embassy Association Employees (EAE)

ORE Staff and EAE employees are included under this contract only as a rider; the Contractor shall bill the Chief of Mission and Deputy Chief of Mission (for ORE Staff), the Embassy Association (for EAEs) at the rates specified below. See Section G for billing procedures.

B.7. GROUP LIFE INSURANCE RATES

This is a fixed-price with economic-price- adjustment-requirements type contract under which the Government will issue firm-fixed price task orders. The fixed prices/premium rates per one thousand Egyptian Pounds of salary to provide life insurance, accidental death and dismemberment and partial and total disability coverage are as follows:

B.7.1. BASE YEAR OF CONTRACT			
Bi-Weekly Rates Per Employee			
Type of Insurance	Premium (per 1,000 of salary)	Estimated Payroll (Bi-weekly in Thousands)	Bi-Weekly Total
Basic Life			
Accidental Death & Dismemberment			
Partial and Total Disability Coverage			
Subtotal			
Total Price for Base Year (Subtotal x 26)			

B.7.2. FIRST OPTION YEAR OF CONTRACT			
Bi-Weekly Rates Per Employee			
Type of Insurance	Premium (per 1,000 of salary)	Estimated Payroll (Bi-weekly in Thousands)	Bi-Weekly Total
Basic Life			
Accidental Death & Dismemberment			
Partial and Total Disability Coverage			
Subtotal			
Total Price for Option Year 1 (Subtotal x 26)			

B.7.3. SECOND OPTION YEAR OF CONTRACT			
Bi-Weekly Rates Per Employee			
Type of Insurance	Premium (per 1,000 of salary)	Estimated Payroll (Bi-weekly in Thousands)	Bi-Weekly Total
Basic Life			
Accidental Death & Dismemberment			
Partial and Total Disability Coverage			
Subtotal			
Total Price for Option Year 2 (Subtotal x 26)			

B.7.4. THIRD OPTION YEAR OF CONTRACT			
Bi-Weekly Rates Per Employee			
Type of Insurance	Premium (per 1,000 of salary)	Estimated Payroll (Bi-weekly in Thousands)	Bi-Weekly Total
Basic Life			
Accidental Death & Dismemberment			
Partial and Total Disability Coverage			
Subtotal			
Total Price for Option Year 3 (Subtotal x 26)			

B.7.5. FOURTH OPTION YEAR OF CONTRACT			
Bi-Weekly Rates Per Employee			
Type of Insurance	Premium (per 1,000 of salary)	Estimated Payroll (Bi-weekly in Thousands)	Bi-Weekly Total
Basic Life			
Accidental Death & Dismemberment			
Partial and Total Disability Coverage			
Subtotal			
Total Price for Option Year 4 (Subtotal x 26)			

B.7.6. Six months extension (FAR 52.217-8)			
Bi-Weekly Rates Per Employee			
Type of Insurance	Premium (per 1,000 of salary)	Estimated Payroll (Bi-weekly in Thousands)	Bi-Weekly Total
Basic Life			
Accidental Death & Dismemberment			
Partial and Total Disability Coverage			
Subtotal			
Total Price for the Six months extension (FAR 52.217-8) (Subtotal x 13)			

B.7.7 Grand Total of Base plus All Option Years	
Base Year Total	
First Option Year Total	
Second Option Year Total	
Third Option Year Total	
Fourth Option Year Total	
Six months extension (FAR 52.217-8)	
Grand Total of Base plus All Option Years	

B.8 ADMINISTRATIVE RETENTION AMOUNTS

B.8.1 If the Contractor requests a price adjustment under B.9 below, the Contractor must present cost experience data that includes the retention amount. For purposes of any economic price adjustment, this retention amount is a fixed amount that is a part of the premium amounts in B.7. This retention amount will not be adjusted for any reason.

The retention amount is part of the premium and may include, but not be limited to, such costs as overhead and general and administrative costs. It will also include any profit. Essentially, it includes all costs except the actual portion of the premium intended to fund claims paid to the claimant.

B.8.2 sets forth the Retention amounts per premium paid for each category of premium and for each period of performance.

B.8.3 Retention Amounts per separate premium paid per employee

Period of Performance	Basic Life	Accidental Death and Dismemberment	Partial and Total Disability Coverage
Base Period			
Option Year 1			
Option Year 2			
Option Year 3			
Option Year 4			
Six months extension (FAR 52.217-8)			

B.9 ECONOMIC PRICE ADJUSTMENT-LIFE INSURANCE PREMIUMS

B.9.1. Premium Adjustment Based on Experience - For life insurance, prices may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract. No adjustment will be allowed during the first twelve months. After such time, the contractor or the Government may request an adjustment in premiums on an annual basis. Before any such adjustment is made, the contractor agrees to provide the Government a balance sheet showing two main components for the time period: (1) receipts (premiums received) minus the retention amount and (2) claims paid. The retention amount is not subject to adjustment. The Government reserves the right to select an independent third party to review the balance sheet and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

B.9.2. Premium Adjustment Based on Law - The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the contractor to perform this contract at the rate contracted for herein. In that event, the Contracting Officer may enter into negotiations with

the Contractor to modify the contract to adjust the premium rate. The contractor agrees to provide all documentation necessary to support any requested adjustment.

B.10 PROFIT SHARING CREDIT

B.10.1. Health Insurance Premiums – Experience Rating Refund

1.Premiums :		
1.1	Total Premium according to contract rate	XXXX
1.2	Less R/I cost in excess of xxxxx	XXXX
2.Claims :		
Claims net of reinsurance recoveries (Inclusive suspended claims, IBNR and change is reserves)		XXXX
3.Expenses :		
Retention – 25% of gross premium		XXXX
4.Loss carry forward		
Losses carried forward from previous year		XXXX
1-2-3-4	Balance	XXXX
×50%	Experience Rating Refund	XXXX

B.10.1.1 Premiums:

1.1 Total premium according to the contract rate.
1.2 Less reinsurance premiums paid for risk in excess of the risk retention limit.
B.10.1.2 Claims:

2.1 Claims and Claims related expenses paid during the period.
2.2 Plus change in reserves as required by company standards.
2.2.1 Pending claims reserves for incurred and reported claims not yet paid.
2.2.2 Incurred but not reported claims.
2.3 Less reinsurance claims recoveries received for claims of xxxxx

B.10.1.3 Expenses:

Retention, fees and taxes – 25% of gross premium.

B.10.1.4 Loss carry forward from Previous year

B.10.2 Life Premiums – Experience Rating Refund

1.Premiums :		
1.1	Total Premium according to contract rate	XXXX
1.2	Less R/I cost in excess of xxxxx	XXXX

2.Claims :		
Claims net of reinsurance recoveries (Inclusive suspended claims, IBNR and change is reserves)		XXXX
3.Expenses :		
Retention – 20% of gross premium		XXXX
4.Loss carry forward		
Losses carried forward from previous year		XXXX
1-2-3-4	Balance	XXXX
×50%	Experience Rating Refund	XXXX

B.10.2.1. Premiums:

1.1 Total premium according to the contract rate.
1.2 Less reinsurance premiums paid for risk in excess of the risk retention limit.

B.10.2.2. Claims:

2.1 Claims and Claims related expenses paid during the period.
2.2 Plus change in reserves as required by company standards.
2.2.1 Pending claims reserves for incurred and reported claims not yet paid.
2.2.2 Incurred but not reported claims.
2.3 Less reinsurance claims recoveries received for claims of EGP xxxxxx

B.10.2.3. Expenses:

Retention, fees and taxes – 20% of gross premium.

B.10.2.4 Loss carry forward from Previous year

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SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

PART I - HEALTH INSURANCE

C.1. HEALTH INSURANCE SERVICE S

The Government of the United States of America requires Health Insurance coverage for its employees as further described in C.1.1in Egypt. The Government has determined that the prevailing practice by employers in Egypt is to provide for their employees health insurance protection and that the cost of such insurance protection is usually borne 100% by the employer. Heath insurance protection will be representative of locally prevailing compensation. The specific health benefit coverage under this contract is set forth in Section C and the Exhibits in Section J.

The contractor shall ensure that health care under this contract does not exclude HIV/AIDS care unless exclusion has been authorized by HR/OE/CM.

C.1.1 Employee and Dependent Health Service Benefits

C.1.1.1 Hospitalization (Treatment in the Hospital for Inpatient Care):

Services and supplies provided during hospitalization including services provided by a licensed healthcare provider, bed, and board (semi-private accommodations), operating room, recovery room, intensive care, imaging and diagnostic testing, and general hospital nursing care, physical therapy, as well as drugs and medicines administered while in-patient. When private accommodations are provided, coverage will be limited to the cost of a semi-private room unless otherwise covered in an off the shelf plan.

100% Coverage

See Mental Health and Substance Abuse Care (below) for details concerning inpatient psychiatric care.

See Outpatient Services (below) for details concerning professional services.

C.1.1.2 Emergency Services (Trips to Emergency Room):

Services provided for conditions that could lead to serious disability or death if not immediately treated, such as accidents or sudden illness.

100% Coverage

C1.1.3 Ambulance:

Professional ground transport to move a patient from the place where s/he is injured or becomes ill to the nearest hospital able to provide treatment or to move a patient from one medical facility to another.

80% Minimum Coverage

C.1.1.4 Outpatient Services:

Services provided by a licensed healthcare provider on an ambulatory or outpatient basis (without being admitted to a hospital), including surgeon's fees and other medical services provided at a hospital, clinic, doctor's office, medical facility, etc. Examples include, but are not limited to:

- Annual physical examinations
- Specialist consultations and treatment, including second surgical opinion
- Minor surgical interventions
- Chemotherapy and radiation treatments
- Immunizations recommended by local authorities and/or the World Health Organization
- Diagnostic tests and diagnostic imaging

80% Minimum Coverage
See Rehabilitative and Habilitative Services and Devices (below) for details concerning physical therapy.

See Mental Health and Substance Abuse Care (below) for details concerning psychiatric therapy.

C.1.1.5 Obstetric and Newborn Care: (Up to EGP 100,000)

Care and services that women receive during pregnancy (prenatal care), throughout labor, delivery and post-delivery, and outpatient care for newborn babies. Hospitalization during pregnancy and/or delivery will be reimbursed as inpatient care All other treatments will be considered outpatient services and will be reimbursed at that rate.

Inpatient: 100% Coverage; Outpatient: 80% Minimum Coverage

C.1.1.6 Pediatric Services:

Primary and preventive routine care services for covered dependent children, including, but not limited to: physical examinations, developmental assessments, laboratory tests, and immunizations recommended by local authorities and/or the World Health Organization.

Inpatient: 100% Coverage; Outpatient: 80% Minimum Coverage

C.1.1.7 Prescription Drugs:

Medications prescribed by a licensed health care provider that are medically required. Examples include, but are not limited to prescription antibiotics to treat an infection, medication used to treat an ongoing condition, such as high cholesterol, prophylaxis, contraceptive medication.

Inpatient: 100% Coverage; Outpatient: 80% Minimum Coverage

C.1.1.8 Preventive and Wellness Services and Chronic Disease Management:

Counseling or preventive care designed to prevent or detect medical conditions and care for chronic conditions such as asthma and diabetes. Examples include, but are not limited to: physicals, immunizations, and cancer screenings.

80% Minimum Coverage

C.1.1.9 Hearing Aids: Minimum

Limited to one apparatus per ear. The maximum coverage is EGP 60,000 per covered individual per three-year period.

80% Minimum Coverage: with applicable cap.

C.1.1.10 Optical Care: Minimum Coverage – 80%

Examinations and Treatment: 80% Minimum Coverage

Prescription lenses and frames or contact lenses: The maximum coverage is EGP 10,000 per covered individual every two years.

80% Minimum Coverage; with applicable cap

C.1.1.11 **Dental Care:**

Examinations and Treatment: Dentist's fees, x-rays, examinations and treatment, cleanings, fillings, extractions, false teeth, crowns, and bridges. The maximum coverage is EGP 15,000 per covered individual per contract year.

80% Minimum Coverage: with annual cap.

Orthodontia: Treatment is covered only if treatment begins before age 18, or if required as the result of an accident. A maximum of four years of orthodontia treatment

will be covered per covered individual. The maximum coverage is EGP 50,000 lifetime limit.

80% Minimum Coverage, with contract lifetime cap

C.1.1.12 **Reproductive Health**: (Up to EGP 100,000)

Prescribed contraceptive devices, preventive care and routine examinations, voluntary sterilization, and diagnosis and treatment of conditions which may cause infertility. Assisted reproductive technology (ART), fertility treatments, and reversal of sterilization are not covered (see Exclusions to Coverage).

50% Minimum Coverage

C.1.1.13 RESERVED

C.1.1.14 Rehabilitative and Habilitative Services and Devices:

Rehabilitative services (e.g., recovering skills, such as speech therapy after a stroke or physical therapy after an accident) and habilitative services (e.g., developing skills, such as speech therapy for children, etc.) that help develop skills needed for everyday life. Devices to help gain or recover mental or physical skills lost due to injury, disability or a chronic condition, and devices needed for habilitative reasons.

50% Minimum Coverage

C.1.1.15 RESERVED

C.1.1.16 Catastrophic Coverage

Additional coverage equal to EGP 800,000.00 per covered individual per contract year. Catastrophic conditions shall be defined as major medical conditions occurring as a result of a single/illness/accident or closely related set of major illnesses (or conditions relating to a single accident) that exceed the standard maximum coverage limit.

C.1.1.17 Out-of-Country Medical Treatment**:**

Medical expenses incurred out-of-country will be covered at the same benefit levels and subject to the same total maximum annual limit as for medical expenses incurred in-country.

C.1.1.18 RESERVED

C.1.1.19 180 Day Coverage For Dependents After Employee's Death:

At the time of a covered employee's death, his/her eligible dependents covered under post's medical plan are eligible to continue receiving the same level of medical coverage for up to 180 days. This optional benefit is subject to availability of funds at post and no extensions are permitted.

C.1.1.20 RESERVED

C.1.1.21 RESERVED

C.1.2 Annual Maximum Limit

The maximum annual reimbursement per covered individual per contract year, not including expenses defined under Exclusions and Limitations (C.1.3) and C.1.1.16, Catastrophic Coverage, or those covered equivalent to **EGP 800,000.00.**

C.1.3 Exclusions and Limitations

There is no reimbursement for elective cosmetic surgery; spa cures; rejuvenation cures; massage; exercise therapy; long-term rehabilitative therapy; non-medical hospital charges (e.g., telephone, television, etc.); home help, family help, or similar household assistance; fees of persons who are not certified health care providers; advanced reproductive technology (e.g., in-vitro fertilization, intra-cellular sperm injection, artificial insemination, microsurgical epididymal sperm aspiration, testicular sperm extraction, cryopreservation, etc.); or services or supplies which have not been prescribed or approved by a certified health care provider.

Exclusions to coverage may be amended if provided in an off-the-shelf plan and is the lowest-cost and technically acceptable.

Removal of any exclusions require prior authorization.

There is no reimbursement for expenses that will be reimbursed or paid directly under a host country medical program or workers' compensation program, the U.S. workers' compensation program, or post's LE Staff workers' compensation program.

There is no coverage for expenses that will be reimbursed or paid directly under a host country medical program or workers' compensation program, the U.S. workers' compensation program, or post's LE Staff workers' compensation program.

There is no reimbursement for round trip transportation expenses to travel out of country for medical treatment.

C.1.4 ELIGIBLE PARTICIPANTS

C.1.4.1 Identification of Eligible Employees and Dependents: U.S. Mission **Cairo** will provide a list of all eligible employees and dependents with relationship to employee

(self/spouse/child) and DOB for each. Updates will be provided to add or remove individuals on a bi-weekly/monthly basis.

C.1.4.1.1 Definition of Dependents

C1.4.1.1.1 Spouse: a limit of one legal spouse as defined by local law per employee will be covered.

C.1.4.1.1.2 Children: a child is defined as the LE Staff's natural, adopted, stepchild, or foster child. The child must be unmarried and financially dependent upon the LE Staff. A child will be covered until the end of the contract year in which s/he reaches age 26. An unmarried child determined to be incapable of self-support due to a physical or mental condition will continue to be eligible to participate in the medical plan as long as the condition persists, the child remains unmarried, and the LE Staff maintains coverage.

C.1.4.2 Eligible Employees: The employees eligible for the health insurance services include the following:

C.1.4.2.1 All current active employees of the United States Government, employed within the geographic boundaries of Egypt paid under the Local Compensation Plan, and certified by the Contracting Officer. Covered employees include

C.1.4.2.2 Foreign Service Nationals (FSNs) employed under direct hire appointments, Personal Services Agreements (PSAs) and Personal Services Contracts (PSCs).

C.1.4.2.3 Locally hired U.S. citizens employed under direct hire appointments, PSAs, and PSCs.

C.1.4.3 Location of Employment:

The eligible employees covered by C.1.4.1 must be employed within the geographic boundaries of **Egypt** by STATE, FAS, FAS/APHIS, DoD (DAO, OMC, COE, NAMRU-3, DeCA/Commissary), LOC, FCS, DEA, DHS (CBP and ICE), DOJ (Legat).

C.1.4.4 Participants and Benefits Covered Under a Rider

a. All current active employees of the Chief of Mission and the Deputy Chief of Mission assigned to their respective official Government residences and paid under an ORE account (see separate rider, Exhibit B). All costs for ORE employees are the responsibility of the employing officer, not the U.S. Government.

b. All current active employees of the Employee Association at Embassy Egypt (see separate rider, Exhibit C). All costs for AECWA employees (EAEs) are the responsibility of the Employee Association, not the U.S. Government.

c. Optional excess coverage per above item C.1.1.19. If elected, all costs for excess coverage are the responsibility of the employee, not the U.S. Government

C.1.4.5 Individuals Not Eligible for Coverage

Individuals not eligible for coverage under this contract are non-personal services contract personnel; employees working on a temporary basis, employees with an intermittent, seasonal, WAI (when actually employed) schedule; and any other individual not falling within on of the categories of employees described in this clause.

C.1.5 Other Eligible Participants

Covered dependents include the participating employee's spouse and children. A limit of one legal spouse as defined by local law per employee is covered. An eligible child is defined as the employee's natural child, adopted child, stepchild, or foster child. The child must be unmarried and financially dependent upon the LE Staff.
A child will be covered until the end of the contract year in which s/he reaches age 26. An unmarried child determined to be incapable of self-support due to a physical or mental condition will continue to be eligible to participate in the medical plan as long as the condition persists, the child remains unmarried, and the LE Staff maintains coverage.
There is no limit on the number of children covered per employee.

C.1.6 ELIGIBILITY

C.1.6.1 Term of Eligibility and Effective Date

Each current active eligible employee is enrolled for health benefits under this contract upon award and thereafter during the performance period of this contract. Each new eligible employee will be enrolled upon entering on duty with the United States Government. An employee is considered active ("on the rolls") whenever such employee is on approved leave, whether paid or unpaid.

During a period of Leave Without Pay (LWP) or unpaid leave that is one pay period or less, coverage under the insurance contract will continue. The USG will pay the total premium cost to the Contractor. The employee's share of the premium will be collected through payroll deduction in that or the subsequent pay period.

C.1.6.2 Period of Ineligibility

Employees and their dependents are not entitled to health benefits during any period of employment for which premiums are not paid.

Additionally, employee's dependents are not entitled to health benefits during any period of employment during which the employee was not eligible to participate.

During a period of extended (beyond one pay period) period of Leave Without Pay (LWOP) or unpaid leave, the employee is responsible for the full cost of the insurance premiums for self and dependents. The Mission will pay the premiums directly to the Contractor, and will collect the full cost from the employee on a quarterly basis. Alternatively, the employee may elect to have coverage cease if that employee prefers not to pay the premium

C.1.7 Brochure Requirement

C.1.7.1 The Contractor shall provide a document (brochure/pamphlet/other written document) in **English** that sets forth a complete listing of the health insurance benefits to be provided under this contract. This brochure shall be provided in sufficient quantities so that each covered employee receives a copy. The Contractor shall furnish all copies of the brochures to the COR, who will ensure that appropriate distribution is made.

C.1.7.2 The Contractor shall provide the document described in C.1.7.1 to the COR not later than **15 Days** after date of contract award. The Contractor shall provide additional brochures for new employees within ten (10) business days of the COR's request.

C.1.7.3 The Contractor assumes full responsibility for ensuring that the document described in C.1.7.1 accurately reflects the requirements, coverage, and contract terms of the contract, as implemented by the Contractor's technical proposal. In all cases, the contract shall take precedence. Should the COR discover that the document contains inaccuracies, the Contractor will be notified in writing; however, failure on the part of the U.S. Government to notice any inaccuracies shall in no way limit, revise or otherwise affect the requirement under this contract for the Contractor to fully comply with all contract terms.

PART II: GROUP LIFE INSURANCE

C.2. GROUP LIFE INSURANCE

The Government of the United States of America requires group life insurance coverage for its employees, as further described in C.2.2, in **Egypt.** The Government has determined that the prevailing practice by employers in **Egypt** is that group life insurance coverage is representative of locally prevailing compensation practice and that the cost of such insurance protection is paid 100% by US Government**.** Therefore, the Government desires to adopt such locally prevailing practice as part of its compensation plan for its employees as further described in C.2.2. The specific group insurance coverage under this contract is set forth in this part of Section C and the Attachments in Section J.

C.2.1. Group Life Insurance Coverage

The amount of group life insurance coverage is as follows:

C.2.1.1 Amount of Employee Life Insurance.

In case of natural death: 24 times the monthly basic salary.

C.2.1.2 Amount of Accidental Death and Dismemberment Coverage.

In case of accidental death: 48 times the monthly basic salary

C.2.1.3 Partial and Total Disability Coverage

A- **Total Disability:** In the event of an eligible employee becoming completely and permanently disabled due to bodily injury, work or non-work related diseases, the Contractor shall pay a lump sum benefit to the employee equal to 48 months of the employee's last reported salary.

B- **Partial Disability:** In the event of an eligible employee becoming partially disabled due to bodily injury, work or non-work related diseases, the Contractor shall pay a lump sum benefit ranging from 20% up to 50% of the total disability benefit:

Loss of arm between shoulder and wrist 50%
Loss of hand below wrist 50%
Losses of four fingers and thumb 40%
Loss of four fingers 35%
Loss of whole thumb 25%
Loss of whole index finger 20%
Loss of whole middle finger 20%
Loss of whole ring finger 20%

Loss of whole little finger 20%
Loss of leg at tip 50%
Loss of leg between knee and hip 50%
Los of leg below knee 35%
Loss of one toe 20%
Loss of an additional toe (each) 20%
Loss of one eye 50%
Deafness of both ears 50%
Deafness of one ear 20%

C.2.2 Life Insurance Benefits Conditions and Limitations

Conditions and limitations on the entitlement to life insurance benefits under this contract are as follows:

No benefits shall be payable if an employee's death or other insurance event was caused directly or indirectly by war. War shall be defined as declared or non-declared war or any martial operations or invasion, hostile acts of foreign powers, rebellion, riot, civil war, uprising, mutiny, operations by military or usurpatory authorities, martial law or state of siege or any other similar event or reason for declaring martial law or war. A terrorist attack shall not be considered war.

No benefit shall be payable under this contract if the employee's bodily injuries have been caused directly or indirectly and totally or partially by:

1. Violating the law or in resisting detention or arrest.
2. Participation in competitions involving the use of wheeled vehicles, horses, boats or water skis.
3. An accident resulting from the employee being under the influence of alcohol, drugs or other toxic substance unless administered by a physician. Death as a result of a disease or physical or mental infirmities and medical or surgical treatment thereof (except pyogenic infection due to an accidental cut or wound) shall be considered a natural and not an accidental death. Suicide will not be covered.

C.2.3. Eligible Participants

C.2.3.1 Eligible Employees. The employees eligible for the group life insurance coverage include the following:

C.2.3.1.1 All current active employees of the United States Government, employed within the geographic boundaries of **Egypt,** paid under the Local Compensation Plan, and certified by the Contracting Officer. Covered employees include:

C.2.3.1.2. Foreign Service Nationals (FSNs) employed under direct hire appointments, Personal Services Agreements (PSAs) and Personal Services Contracts (PSCs);

C.2.3.1.3. Locally hired U.S. citizens employed under direct hire appointments, PSAs, and PSCs.

C.2.3.2 Location of Employment

C.2.3.2 The individuals covered by C.2.3.1 must be employed within the geographic boundaries of **Egypt** by:

STATE, FAS, FAS/APHIS, DoD (DAO, OMC, COE, NAMRU-3, DeCA/Commissary), LOC, FCS, DEA, DHS (CBP and ICE), DOJ (Legat).

C.2.3.3 Participants Covered Under a Rider

C.2.3.3.1 All current active employees of the Chief of Mission and the Deputy Chief of Mission assigned to their respective official Government residences and paid under an ORE account (see separate rider, Exhibit B). All costs for ORE employees are the responsibility of the employing officer, not the U.S. Government.

C.2.3.3.2 All current active employees of the Employee Association at Embassy **Cairo** (see separate rider, Exhibit C). All costs for Embassy **Cairo** EAEs are the responsibility of the Employee Association, not the U.S. Government.

C.2.4 Individuals not Eligible for Coverage

C.2.4.1. New employees who have reached the age of **65** prior to entering on duty with the U.S. Government will not be eligible for life insurance coverage.

C.2.4.2 Individuals not eligible for coverage under this contract are nonpersonal services contract personnel; employees working on a temporary basis; employees with an intermittent, seasonal, or WAE (when actually employed) schedule; and any other individual not falling within one of the categories of employees described in this clause.

C.2.5. Other Eligible Participants

The following additional categories of persons are covered by this insurance. **N/A.**

C.2.6 Eligibility and Effective Date

C.2.6.1. Term of Eligibility and Effective Date

Each current active eligible employee is enrolled for life insurance and disability benefits under this contract upon award and thereafter during the performance period of this contract. Each new eligible employee will be enrolled upon entering on duty with the United States Government. An employee is considered active ("on the rolls") whenever such employee is on approved leave, whether paid or unpaid.

During a period of Leave Without Pay (LWP) or unpaid leave that is one pay period or less, coverage under the insurance contract will continue. The USG will pay the total premium cost to the Contractor. The employee's share of the premium will be collected through payroll deduction in that or the subsequent pay period.

C.2.6.2. Period of Ineligibility

Employees are not entitled to life insurance and disability benefits hereunder during any period of employment for which premiums are not paid.

During a period of extended (beyond one pay period) of Leave Without Pay (LWP) or unpaid leave, the employee is responsible for the full cost of the insurance premiums. The Mission will pay the premiums directly to the Contractor and will collect the full cost from the employee on a quarterly basis. Alternatively, the employee may elect to have coverage cease if that employee prefers not to pay the premium.

C.2.7. BROCHURE REQUIREMENT

C.2.7.1. The Contractor shall provide a document (brochure/pamphlet/other written document) in **English** that sets forth a complete listing of the life insurance benefits to be provided under this contract. This brochure shall be provided in sufficient quantities so that each covered employee receives a copy. The Contractor shall furnish all copies of the brochures to the COR, who will ensure that appropriate distribution is made.

C.2.7.2. The document described in C.2.7.1 shall be provided to the COR not later than **15 days** after date of contract award. The Contractor shall provide additional brochures for new employees within ten days of the COR's request.

C.2.7.3. The Contractor assumes full responsibility for ensuring that the document described in C.2.7.1 accurately reflects the requirements of the contract, as implemented by the Contractor's technical proposal. In all cases, the contract shall take precedence. Should the COR discover that the brochure contains inaccuracies, the Contractor will be notified in writing; however, failure on the part of the Government to notice any inaccuracies shall in no way limit, revise or otherwise affect the requirement under this contract for the Contractor to fully comply with all contract terms.

C.3.0 DEFINITIONS	
FMO	The Financial Management Officer (FMO) or the paying office for all U.S. Government Agencies
COR	Contracting Officer's Representative (COR) is the Human Resources Officer (HRO) at post.
Contributory Insurance	Insurance for which the employee contributes toward the premium.
Customary and Reasonable Treatment	A diagnostic test or medical treatment which is usually performed in the community where the individual is being treated.
Dependent	For the purposes of this plan, an employee's dependents are defined as the employee's legal spouse (limit one) and each unmarried, economically dependent child who primarily resides with the employee unless away at school. Child is defined as the LE Staff's natural, adopted, stepchild, or foster child. The child must be unmarried and financially dependent upon the LE Staff. A child will be covered until the end of the contract year in which s/he reaches age 26. An unmarried child determined to be incapable of self-support due to a physical or mental condition will continue to be eligible to participate in the medical plan as long as the condition persists, the child remains unmarried, and the LE Staff maintains coverage. There is no limit on the number of children covered per employee. Parents, grandparents, siblings, and other relatives are not eligible dependents.
Disability - Total and Permanent	A physical or mental impairment which precludes the individual from performing ordinary motor or bodily functions and which requires separation from employment. If the impairment is the result of a previous impairment, it shall be considered a continuation of the prior impairment.
Employee	An individual employed by the U.S. Government, under a direct-hire appointment, personal services contract (PSC), or personal services agreement (PSA), as further defined

	in Section C.1.4. This may also include ORE or EA (AECWA) Staff if this category of individual is listed as participating under a rider in C.1.3.3 for health insurance and C.2.3.3 for life insurance.
Employer	The United States Government or in the case of ORE and EAE (AECWA) employees, the Chief of Mission/Deputy Chief of Mission and the Employee Association respectively.
GSO	General Services Officer in charge of the General Services Office at post. This officer is usually the Contracting Officer (CO) for this contract.
Hospital	An institution established and operated for the care and treatment of sick and injured persons. It provides 24-hour nursing care and has diagnostic, laboratory, treatment, and surgical facilities. Any institution which does not meet this definition is not considered a hospital.
Hospital Patient	An individual who has been admitted to a hospital, is assigned a bed, and is given diagnostic tests or receives treatment for a disease or an injury.
Maximum Benefit	The total amount that will be paid to any one covered individual for covered medical expenses or life insurance/disability benefit.
Physician	An individual who has graduated from an accredited medical school and is licensed to practice medicine in the jurisdiction in which the contract is to be performed. If the individual is a medical specialist, then he or she is Board Certified in that specialty
Surgical Procedure	Any invasive medical procedure by manual or instrument operation undertaken for diagnosis or treatment of a diseased patient.

SECTION D
PACKAGING AND MARKING

(RESERVED)

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SECTION E
INSPECTION AND ACCEPTANCE

E.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov or *http://farsite.hill.af.mil/vffara.htm*

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSE(S) ARE INCORPORATED BY REFERENCE:

CLAUSE TITLE AND DATE

E.2. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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.

Performance Objective	PWS Paragraph	Performance Threshold
Services Performs all the insurance services set forth in the Performance Work Statement (PWS)	C.1.0 thru C.2.0	All required services are performed and no more than three (3) customer complaints are received per month

E.2.1 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.

E.2.2 Standard. The performance standard is that the Government receives no more than three (3) customer complaints per month. 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 52.246-4, Inspection of Services – Fixed Price (AUG 1996) or the appropriate Inspection of Services clause), if any of the services exceed the standard.

E.2.3 Procedures

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

(b) The COR will complete appropriate documentation to record the complaint.

(c) 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.

(d) 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.

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

(f) If the Contractor disagrees with the complaint 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.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) 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.

SECTION F
DELIVERIES OR PERFORMANCE

F.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov or http://farsite.hill.mil/vffara.htm.

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

CLAUSE	TITLE AND DATE
52.242-15	STOP WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)

F.2 PERIOD OF PERFORMANCE. The performance period of this contract is one year beginning on **November 1, 2026** with **four** one-year options to renew.

F.3 OPTIONS

(F) The Government may extend this contract in accordance with the option clause at Section I, clause I.2, FAR Clauses Incorporated by Full Text (FAR 52.217-9, Option to Extend the Term of the Contract), which also specifies the total potential duration of the contract.

(b) The Government may exercise the option set forth at Section I, "FAR 52.217-8, Option to Extend Services".

F.4 REPORTS AND OTHER DELIVERABLES

All reports and other deliverables required under this contract shall be delivered to the following address:

Human Resources Office
American Embassy, Cairo
8 Kamal El Din Salah Streets, Garden City, Cairo – Egypt

SECTION G
CONTRACT ADMINISTRATION DATA

G.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is the Human Resources Officer.

G.2 COR DUTIES

G.2.1 The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2.2 In addition, the COR shall maintain updated list of employees and dependents insured, which will supersede the initial list provided under this contract and as reported to the insurer **through the broker,** without prejudice to the ineligibility clause.

G.2.3. The COR has the additional responsibility of maintaining the eligible listing of employees and dependents for insurance coverage.

G.2.4 The COR may not change the terms and conditions of the contract. While the COR is authorized to provide the Contractor with updated listings of eligible employees and dependents, only the Contracting Officer may modify existing task orders or issue new task orders, reflecting these changes, since only the Contracting Officer can obligate funding and commit the Government.

G.3. Payment shall be made in **Egyptian Pounds.**

G.4 SUBMISSION OF INVOICES AND PAYMENT

G.4.1. Invoices for U.S. Government employees shall be emailed in an original to CairoDBO@state.gov

G.4.2. Frequency of Payments. All funds under this contract will be obligated by issuance of task orders, as described in H.3. Each task order will fund a specific period of time and number of employees, and the task orders will be issued at the frequency described in H.3. Contractor

may submit invoices biannually for payment to be made at the beginning of the month for which insurance coverage is provided in accordance with FAR 32.404

G.4.3. U.S. Government Employees. The Government shall make payments directly to the Contractor for all Government employees, whether or not the employee is contributing to the basic premium amount.

G.4.4 ORE Staff. The Chief of Mission and/or Deputy Chief of Mission will make payment directly to the Contractor for the entire premium amount of the ORE staff, whether or not the ORE employee is contributing to the premium amount.

G.4.5 AECWA Staff. The Employee Association will make payment directly to the Contractor for the entire premium amount of the AECWA employee, whether or not the AECWA employee is contributing to the premium amount.

G.4.6 Optional benefits: Contractor will submit individual invoices for each of those insured persons who are responsible for paying 100% of the premium if they elect the Excess Coverage in C.1.1.19.

G.5 REFUNDS TO THE GOVERNMENT

If at any time during performance of the contract the Government finds that the Contractor has been overpaid because the number of employees and/or dependents covered has decreased, the Contracting Officer may either allow that overpayment to be credited to the Government's account or require that the Contractor refund the overpayment. If the Contracting Officer requests a refund, the Contractor shall make that refund to the Government within ten calendar days of receipt of the request.

G.6 VALUE ADDED TAX

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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY. On occasion, a Contractor employee may require entry into U.S. Government-owned or -operated facilities. If so, the Contractor should be prepared to provide the necessary identification to permit escorted access within that facility.

H.2 STANDARDS OF CONDUCT. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee is to adhere to standards that reflect credit on themselves, their employer, and the United States Government.

H.3 ORDERING PROCEDURES. The Government will issue a task order as soon as possible after contract award to identify all employees to be covered by the insurance described in this contract and the coverage selected by each employee, including dependents to be covered. The COR will make subsequent additions or deletions to this list in writing and provide the revised list to the Contractor. All such revisions shall be consolidated, and a new or modified task order will be issued by the Contracting Officer. If any changes have been made to the coverage listing, the Government anticipates issuance of a new task order on a semiannual basis. This new task order will include all changes made since the previous task order was issued and will include any increase or decrease in necessary funding. The changes to the list of eligible individuals will supersede the initial list provided under prior task orders without prejudice to the ineligibility clause. Task orders will indicate the effective date of employment, for purposes of calculating the premium due.

H.3.1. The ORE staff and AECWA employees under separate riders are not included under the task orders issued by the Contracting Officer. Because their coverage is under a rider, their employer is responsible for directly interacting with the Contractor to order any coverage for their employees. When contacted by the employer, the Contractor shall advise the employer of the paperwork and payment that will be necessary to order coverage for the identified individuals. Because more than one employer may have ORE staff, the Contractor may be contacted by more than one employer (typically the Chief of Mission and Deputy Chief of Mission).

H.3.2. The Optional benefits employees under separate riders, who elect the Excess Coverage in C.1.1.19., are not included under the task orders issued by the Contracting Officer. Because their coverage is under a rider, they are responsible for directly interacting with the Contractor to order any optional coverage. When contacted, the Contractor shall advise them of the paperwork and payment that will be necessary to order coverage for the identified individuals.

H.4. CONTRACTOR RESPONSIBILITY IN CLAIMS AND REIMBURSEMENT TO CLAIMANTS

General.

The Contractor shall be responsible for all planning, estimating, programming, project management, scheduling, dispatching, supervision, and inspection of work. The Contractor shall maintain his own reference library of technical reference works and local laws and regulations, including current tariffs and registries. The Contractor shall treat the information provided by the Embassy concerning employee' personal data, medical information, and salaries as highly sensitive and not divulge any employee information to unauthorized persons. The Contractor shall establish procedures for handling medical insurance claims as follows:

(a) Administrative Records

(1) The Contractor shall maintain medical insurance files for each covered employee and each covered dependent including receipts and proof of paid claims, requests for claim reimbursements, and accounting of paid benefits with balances of amounts remaining in the annual per person reimbursement ceiling.

(2) The Contractor shall provide the COR with the necessary claim forms for each type of benefit that can be claimed under the contract. These forms shall specify a list of documents required to be appended to each claim and otherwise provide instructions for claim filing.

(3) The Contractor shall use the English spelling of the employees' names in all transactions, including reimbursement checks.

(4) The Contractor shall send employee claim reimbursement checks to employees not later than two weeks after a claim is submitted.

(b) Medical Insurance Claims. Settlement of medical insurance shall be completed as follows:

(1) All medical claims shall be submitted directly to the Contractor by employees, through a drop box in the COR's office. The claims shall be picked up from the COR each Tuesday.

(2) The Contractor shall date stamp and screen all claims submitted on the day of receipt. If there are any missing documents or information thereby disallowing said claim to be payable, the Contractor shall notify the employee within two days, with a copy to the COR (if notification is written).

(3) The Contractor shall settle the claims no later than two weeks from the date the claim is submitted to the Contractor.

(4) Settlement shall be by issuance of checks in the name of the employee for each claim submitted. Each check shall be accompanied by a form providing details of the amount reimbursed with an explanation of deductions, if any.

(5) The Contractor shall accept the employee's or dependent's choice to go for surgery to hospitals designated by the Contractor in order that the Contractor will pay the expenses directly to the hospitals.

H.5. REPORT REQUIREMENTS. The Contractor shall provide the following reports monthly. All reports must be received by the COR no later than the 10th day of each month. These reports shall report on the previous month's activities.

(a) Employee Claims Report. The report will list all claims, excluding any claims for riders (see B.1.1), paid by the Contractor to a claimant, including the name of the claimant, date claim is received by the Contractor, and the amount claimed. This report shall also include all outstanding claims and a brief description of why claim has not been paid. The report shall not include any claims information for riders (see B.1.1).

H.6. MISCELLANEOUS CONTRACTOR REQUIREMENTS

H.6.1. General. The Contractor shall take all such steps as are necessary, and obtain and pay for all permits, taxes and fees as are required by the **Egypt** government to establish and/or operate a commercial venture locally. A contract with the U.S. Government conveys no special privileges or immunities to the Contractor. The Contractor is an independent commercial concern and not a part of the U.S. mission. The Contractor's employees are not U.S. Government employees. Registration of this contract with the **Egypt** government, if required by law, will be the sole responsibility of the Contractor, and any fees, taxes, or other duties shall be payable by the Contractor without recourse to the Government of the amounts thereof.

H.6.2. Licenses and Local Laws. The Contractor shall possess all permits, licenses, and any other appointments required for the prosecution of work under this contract, all at no additional cost to the Government. The Contractor shall perform this contract in accordance with local laws.

H.7 ERRONEOUS PAYMENTS. If the Government becomes eligible for a refund of payment because of erroneous overpayment or other cause, the Contractor shall refund the amounts or use them to offset future payments owed by the Government, whichever the Government prefers. The Contractor shall refund any refunds not complete or discovered after the completion date of this contract.

H.8 REQUIRING ACTIVITY. The requiring activity under this contract is the U.S. Embassy/Consulate.

SECTION I
CONTRACT CLAUSES

I.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov or *http://farsite.hill.af.mil/vffara.htm*

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl or e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FAR CLAUSES ARE INCORPORATED BY REFERENCE:

CLAUSES	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2025)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

52.210-1 MARKET RESEARCH (NOV 2021)

52.215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 2020)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA MODIFICATIONS
(NOV 2021)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)

52.222-50 COMBATTING TRAFFICKING IN PERSONS (NOV 2021)

52.225-5 TRADE AGREEMENTS (NOV 2023)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

52.228-3 WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)

52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.232-1 PAYMENTS (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-17 INTEREST (MAY 2014)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATIONS OF FUNDS (APR 1984)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)

52.232-25 PROMPT PAYMENT (JAN 2017)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

52.233-1 DISPUTES (MAY 2014) – Alternate I (DEC 1991)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-13 BANKRUPTCY (JULY 1995)

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) – Alternate I & II (APR 1984)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)

52.246-26 REPORTING NONFORMING ITEMS (JUN 2020)

52.248-1 VALUE ENGINEERING (JUN 2020)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED IN FULL TEXT

52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the first day of the ongoing performance period through the last day of that performance period. See F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when –

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either –

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **$800,** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of **$8,000,000**

(2) Any order for a combination of items in excess of **$10,00,000;** or

(3) A series of orders from the same ordering office within ***7*** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (such as, includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not

required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any payments under this contract after the termination of this contract except for outstanding reimbursement for clams during the term of this contract.

(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.

(End of clause)

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.**

(End of clause)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATIONS (FEB 2021)

(a) *Definitions.* As used in this clause—

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means–

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall–

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of Clause)

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

Funds are not presently available for performance under this contract beyond 30 September of each Government Fiscal Year. 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 30 September of each Government Fiscal Year, 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.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the government and must be continued without interruption and that, upon contract expiration, a successor, either the government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in , phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: **EGP 30,000.00.**

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR)

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

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

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
(b) The DOS Personal Identification Card Issuance Procedures may be accessed at: *http://www.state.gov/m/ds/rls/rpt/c21664.htm* .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request: (1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule - Continuation; or,

(b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

(End of clause)

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 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 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) through (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.

(End of 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.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMISISTRATIVE LEAVE (FEB 2015)

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

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

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday 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 contractors accounting policy.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

SECTION J
LIST OF EXHIBITS/ATTACHMENTS

EXHIBIT A – EMPLOYEE STATISTICS

1. EMPLOYEES BY GENDER WITHIN AGE RANGES

FEMALE		MALE	
Age (years)	**Number**	**Age (years)**	**Number**
20-34	63	20-34	181
35-45	60	35-45	366
46-55	24	46-55	243
56-60	20	56-60	151
TOTAL	**167**	**TOTAL**	**941**

2. EMPLOYEE SPOUSES BY GENDER WITHIN AGE RANGES

FEMALE		MALE	
Age (years)	**Number**	**Age (years)**	**Number**
20-34	132	20-34	8
35-45	361	35-45	33
46-55	173	46-55	29
56-65	21	56-65	13
66+	2	66+	0
TOTAL	**689**	**TOTAL**	**133**

3. DEPENDENT CHILDREN BY GENDER WITHIN AGE RANGES

FEMALE		MALE	
Age (years)	**Number**	**Age (years)**	**Number**
0-10	326	0-10	364
11-18	362	11-18	366
19-26	194	19-26	222
TOTAL	**982**	**TOTAL**	**952**

EXHIBIT B - ORE EMPLOYEES RIDER

Official Residence Employees (ORE) are eligible to fully participate in the medical insurance plan for U.S. Embassy, Cairo, if the following conditions are met:

1. Insurance provider will bill employer or ORE (either Ambassador or DCM) staff directly.
2. All current active employees of the Ambassador and the Deputy Chief of Mission assigned to their respective official Government residences and paid under an ORE account are eligible. All cost for ORE employees are the responsibility of the employing officer, not the U.S. Government.

3. The ORE employees shall be identified under a separate task order. The COR will make subsequent additions or deletions to this list in writing. All such revisions shall be consolidated and a new task order will be issued by the Contracting Officer.
4. Each Ambassador or DCM has the discretion to include their ORE staff in the medical insurance plan, that fact will be specified in the individual ORE employment contract(s).

ORE benefits coverage and levels will be the same as coverage and levels outlined in the U.S. Embassy Medical Insurance Plan.

1. EMPLOYEES BY GENDER WITHIN AGE RANGES

FEMALE		MALE	
Age (years)	**Number**	**Age (years)**	**Number**
20-34	0	20-34	0
35-45	0	35-45	1
46-55		46-55	1
56-60	1	56-60	3
60+	**1**	**60+**	**3**
TOTAL	**2**	**TOTAL**	**10**

2. EMPLOYEE SPOUSES BY GENDER WITHIN AGE RANGES

FEMALE		MALE	
Age (years)	**Number**	**Age (years)**	**Number**
20-34	0	20-34	0
35-45	3	35-45	0
46-55	2	46-55	1
56-65	3	56-65	0
66+	0	66+	0
TOTAL	**8**	**TOTAL**	**1**

3. DEPENDENT CHILDREN BY GENDER WITHIN AGE RANGES

FEMALE		MALE	
Age (years)	**Number**	**Age (years)**	**Number**
0-10	0	0-10	3
11-18	3	11-18	1
19-26	3	19-26	1
TOTAL	**6**	**TOTAL**	**5**

SECTION K
REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS

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

(a) The offeror certifies that

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

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

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

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

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

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

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

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

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

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

(End of provision)

K.2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)

(a) Definitions. As used in this provision – "Lobbying contact" has the meaning provided at 2 USC 1602(8). The terms "agency", "influencing or attempting to influence", "officer or employee of an agency", "person", "reasonable compensation", and "regularly employed" are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her 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 its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, 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.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of provision)

K.3. 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS – REPRESENTATION (JAN 2017)

(a) Definition. As used in this provision-

Internal confidentiality agreement or statement *,* subcontract *, and* subcontractor , are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information .

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information .

(d) *Representation*. By submission of its offer , the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

K.5. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2025)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is_____ *[insert NAICS code]*.
(2) The small business size standard is _____ *[insert size standard]*.
(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation.
The Offeror shall indicate which option applies by checking one of the following boxes:
(i) □ Paragraph (d) applies.
(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–
(A) The acquisition is to be made under the simplified acquisition procedures in part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.
(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to

be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.
(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.
(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.
(A) If the acquisition value is less than $50,000, the basic provision applies.
(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.
(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.
(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
(2) The following representations or certifications are applicable as indicated by the Contracting Officer:
[*Contracting Officer check as appropriate.*]
__ (i) 52.204-17, Ownership or Control of Offeror.
__ (ii) 52.204-20, Predecessor of Offeror.
__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
__ (vi) 52.227-6, Royalty Information.
__ (A) Basic.
__ (B) Alternate I.
__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.
(End of provision)
Alternate I (Mar 2023). As prescribed in 4.1202(a) , substitute the following paragraph (a) for paragraph (a) of the basic provision:
(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code

_____

_____

_____

[*Contracting Officer to insert NAICS codes and size standards*].
(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

K.6. 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SUREILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K7. 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representations.* (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

K.8 52.209-2 PROHIBITIONS ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS' REPRESENTATION (Nov 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

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

(c) Representation. The Offeror represents that.

(1) It □ is, □ is not an inverted domestic corporation; and

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.9. 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals–

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

(B) Have ☐have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐are not ☐presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples*.

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.10 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (FEB 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) *Certification*. [*Offeror shall check either (1) or (2).*]

__ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination

that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

__ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the

compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

K.11 52.225-18 PLACE OF MANUFACTURE (AUG 2018)

(a) *Definitions*. As used in this provision—

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

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

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

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

(2) □ Outside the United States.

(End of provision)

K.12. 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN— CERTIFICATION (AUG 2009)

(a) *Definitions*. As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"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 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.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

K.13 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

(a) *Definitions.* As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at ***www.irs.gov/w14***. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It [__]is [__]is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [____] a full exemption, or [____] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to *https://www.irs.gov/help/tax-law-questions*.**

(End of provision)

K.14 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name:	
Address:	
Telephone Number:	

THE FOLLOWING DOSAR PROVISIONS ARE PROVIDED IN FULL TEXT:

K.15 652.225-70 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.

(End of provision)

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The 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*

The Offeror shall submit a completed IRS Form W-14, found at www.irs.gov/w14, to ensure compliance with FAR 52.229-11.

L.1. SUBMISSION OF OFFERS

This solicitation is for the provision of insurance and services described in Sections C under the terms and conditions set forth herein.

L.2. SUMMARY OF INSTRUCTIONS. Each proposal must consist of the following separate volumes:

Volume	Title	Number of Copies
1	Executed Standard Form 33, Solicitation Offer and Award, and completed Section K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	1
2	Price Proposal and completed Section B: Supplies or Services and Price/Costs	1
3	Technical Proposal containing all technical factors and sub-factors	1

The offeror shall provide proof of SAM registration to include the SAM UEI number.

L.3. DELIVERY OF PROPOSALS AND EXCEPTIONS TO SOLICITATION. The offeror shall submit the complete offer to the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, Solicitation, Offer and Award. Any deviation, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.4. CONTENTS OF PROPOSALS. The proposals shall contain documents filled out in strict conformance with the detailed instructions set forth as follows:

L.4.1. Volume 1 -- Standard Form 33: Complete Blocks 12 through 18, as appropriate and fill in all the blanks in Section K of this solicitation.

L.4.2. Volume 2 -- Price Proposal and fill in Section B.

(a) Price proposal for the base year;

(b) Price proposal for the option years of both insurance programs or for any one program; however, a price proposal for an option year with no proposal for the base year will not be considered, nor will a proposal for a base period which does not include a proposal for all option periods for that same type of insurance.

Section L.4.3. Volume 3 - Technical Proposal

L.4.3.1 Management Approach

(a) Understanding of the Requirement

(i) The offeror must demonstrate that it understands the requirement set forth in Sections C, Parts I and II through Section J of the solicitation. The offeror must demonstrate a knowledge and familiarity in providing the insurance and services required in the aforementioned sections of the solicitation. For health insurance, if the proposal is for a health maintenance organization (HMO) or clinic type, describe the facilities and medical personnel that will be available. The offeror must also describe the pool of coverage in which the covered employees will be contained, and, a description of how the experience rating would be determined in regards to Section B.4.

(ii) Proposals shall contain at least the minimum benefit levels stated in Section C. The exact benefit levels proposed shall be identified in the proposal. Proposals offering benefit levels less than those minimum levels required in Section C may be rejected as unacceptable.

(b) Plan Administration

The offeror must demonstrate how it plans to perform the contract, especially as it relates to:

- Providing the insurance through a robust and large network throughout Egypt.
- Maintaining adequate reserves to pay claims, including accounting procedures
- Administering and prompt payment of insured claims for reimbursement

- Procedures for reviewing claims (including where and how claims will be processed and settled)

- Description of the system for tracking utilization of services by claimants by diagnostic or other actuarial categories/profiles and comparing them against regional or national norms

- Availability of central point of contact and phone number for employees to call regarding claims or information

- Providing periodic reporting and accounting of financial results of the plan, including reporting formats

- The overall management of the contract.

L.4.3.2.1 Experience and Past Performance:

List all contracts and subcontracts your company has held over the past three years for the same or **similar work with a multinational and international organizations in Egypt.** Provide the following information for each contract and subcontract:

(a) Customer's name, address, and the telephone numbers of previous contractors for whom similar insurance and services were provided;

(b) Contract number and type of contract;

(c) Date and place of performance of the contract and delivery dates and period of performance;

(d) Scope of the contract, i.e., types of insurance provided and range of population covered, as well as total dollar amount;

(e) Brief description of the performance requirements;

(f) Comparability to the work required under this solicitation;

(g) Brief discussion of any major technical problems and their resolutions.

L.4.3.2.2 Licensing Information:

The offeror shall include a notarized copy of the most current license/certificate/-accreditation, which demonstrates that the offeror is licensed/certified/accredited or otherwise authorized by the Government of **Egypt** or its agent (e.g., insurance commission, board) to provide health insurance coverage to persons (to include organizations, companies, groups) within the host country. If the offeror is not licensed/certified/accredited or otherwise authorized by the government of **Egypt** it must demonstrate that it is licensed/certified/accredited by a government other than **Egypt** to provide health insurance for persons in **Egypt** and must demonstrate its capacity to provide health benefits in **Egypt** to meet the minimum requirements and other conditions set forth in this solicitation.

This section shall demonstrate that the offeror is licensed/certified/accredited through no less than the final day of the base performance period and that the offeror is eligible for renewal for the option periods. This section shall also summarize and describe any probationary, disciplinary or actions taken upon the offeror, which are in force or are about to be imposed upon the offeror by the government of **Egypt** or its agents.

Failure to demonstrate that the offeror is an authorized insurance company permitted to write and administer health insurance policies in **Egypt, by the Egyptian Financial Regulatory Authority/Insurance Regulatory Authority (FRA)** shall be grounds for rejection of the proposal.

L.4.3.3. Profit Sharing Credit

The offeror shall indicate whether any insurance plan offered will be subject to participation in any profit sharing credit program, pooling agreement (including multinational agreements) or any other premium credit procedure. If this is applicable, please describe. This is for evaluation only to distinguish between otherwise equally priced, technically acceptable proposals and will not be considered in determining the lowest-priced offeror.

L.4.3.4 Employee Pool

The offeror shall describe the pool that will apply to the employees under this contract. The offeror will describe the size of the pool, whether it is a mixture of commercial and government (if applicable), alternative pools that are available in the event the economic price adjustment clause becomes effective.

L.5 <u>52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)</u>

This contract incorporates the following provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or

offer. Also, the full text of a solicitation provision may be accessed electronically at this address: *http://www.acquisition.gov/far/* or *http://farsite.hill.af.mil/vffara.htm.*

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION PROVISIONS ARE INCORPORATED BY REFERENCE:

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2017)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (OCT 2020)

L.6 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

L.6.1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a requirements type contract that contains fixed prices with economic price adjustment, resulting from this solicitation. The quantities shown in Section B are estimates only and the Government is not obligated to order the estimated quantities shown in this section.

L.6.2 ECONOMIC PRICE ADJUSTMENT

See B.4 AND b.8 for information relating to the economic price adjustment features of this contract.

L.6.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a). Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed

with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

GSO/ Procurement Office
American Embassy
Cairo, Egypt

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

L.7 652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition 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 first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(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, Sven Jensen, at (202) 2797-3300. For an American 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 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.
(End of provision)

L.8. PRE-PROPOSAL CONFERENCE

L.8.1. A pre-proposal conference to discuss the requirements of this solicitation will be held on **Jun 09, 2026 at 10 a.m.** at the Embassy premises located at **8, Kamal El-Din Salah Garden City, Cairo, Egypt.** Offerors interested in attendance should send their IDs by **Jun. 03, 2026** to the following email address: CairoContracts@state.gov

L.8.2. Offerors are urged to submit written questions at least five days before the scheduled pre-proposal conference date, using the email address: Cairocontracts@state.gov .

L.8.3. Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered at that conference.

L.8.4. The Government's statements at the pre-proposal conference shall not be considered to be a change to the solicitation unless a written amendment is issued.

L.8.5. Following the conference, all prospective offerors who received a copy of the solicitation will be provided a copy of all questions presented in writing prior to the conference, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued.

L.9 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past **3** years;

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

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

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

SECTION M
EVALUATION FACTORS FOR AWARD

M.1. EVALUATION OF PROPOSALS

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation. Acceptable proposals will be evaluated pursuant to this section, and award shall be made as set forth in M.3 below.

M.2. OVERALL EVALUATION

Proposals will be evaluated in two phases: a technical evaluation to determine the acceptability of the offer to the solicitation technical requirements; and a price evaluation to determine the total evaluated price proposed by each offeror. The "total evaluated price" is the cumulative total of the base year insurance plus all option years for the total estimated quantity specified in Section B. The “total evaluated price” will not include any Rider pricing.

The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 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.

M.3. AWARD SELECTION

M.3.1. General. The award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition,” which is incorporated by reference in Section L, award may be made based upon initial offers, without discussions. The offeror must also be licensed/certified/accredited.

M.3.2. Profit Sharing Credit Plan

In the event of equal proposals and in the event that one offeror presents an acceptable Profit Sharing Credit plan, the offeror proposing the most generous plan, in terms of benefit to the Government will receive the award. This profit sharing credit plan will be part of the resultant contract.

M.4. FIXED PRICES

Offerors must propose fixed prices for the coverage identified in Section B - SERVICES AND PRICES. Proposals that do not include fixed prices cannot be evaluated for the total requirement and will be rejected.

M.5. TECHNICAL EVALUATION

Offers will be evaluated on:

(i) Meeting each of the individual mandatory requirements/minimums for health insurance coverage specified in Section C through H and submitting an acceptable management Plan (L.4.3) indicating how vendor will administer the plan and demonstrate an understanding, knowledge and familiarity of the requirements. The Government may reject, as technically, unacceptable proposals that:

(a) Fail to provide the minimum benefits required by the solicitation; or

(b) Offer additional benefits not required by the solicitation (even though there is no increase in the price).

(c) Fail to demonstrate how solicitation requirements will be met.

(ii) The demonstration that the offeror is licensed/certified/accredited or otherwise authorized by the Government of **Egypt** or its agent (e.g., insurance commission, board) to provide health insurance coverage to persons (to include organizations, companies, groups) within the host country. If the offeror is not licensed/certified/accredited or otherwise authorized by the Government of **Egypt**, it must demonstrate that it is licensed/certified/accredited by a government other than that of the host country to provide health insurance for persons in **Egypt** and must demonstrate its capacity to provide health benefits in **Egypt** to meet the minimum requirements and other conditions set forth in this solicitation; and,

(iii) Acceptable relevant Experience and Past Performance; and

(iv) Meet all other terms and conditions set forth in this solicitation.

M.6. 52.217-5 EVALUATION OF OPTIONS (JULY 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).

M.7. PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will order the estimated quantities shown in Section B – SERVICES AND PRICES, of this solicitation. The price evaluation will not include the price of any riders.

M.8. SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.9 AWARD WITHOUT DISCUSSIONS

In accordance with FAR provision 52.215-1 (included in Section L of this RFP), offerors are reminded that the Government may award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.305(a).

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