September 26, 2020

American Embassy Kinshasa
498 Avenue Lt. Col. Lukusa
Kinshasa, DRC

Dear Prospective Offeror:

SUBJECT: Solicitation No. **19CG5020R0002 Health Insurance for Locally Employed Staff**

The Embassy of the United States of America invites you to submit a proposal for health insurance coverage for locally employed staff (including majority Congolese, but also American, and third country nationals). The Embassy encourages prospective offerors to offer plans, including off-the-shelf plans, that meet or exceed the minimum benefit levels required in this solicitation.

The Embassy intends to conduct a virtual pre-proposal conference. **All prospective offerors are strongly encouraged to attend**, to ensure maximum comprehension of the requirements and the submission instructions. See below and Section L of the attached Request for Proposals (RFP) for details on the virtual pre-proposal conference.

All interested offerors should send contact names, email and phone numbers for pre-proposal conference participants no later than October 12, 2020 at 12:00 noon Kinshasa local time by email addressed to kinshasabid@state.gov. A maximum of three attendees from each company are permitted. The Embassy encourages offerors to have English-speakers who will be directly involved in preparing the proposal attend the virtual pre-proposal conference. Instructions for participating will be emailed to all registered participants. The date and time for the pre-proposal conference is listed under Section L.8.1.

Bid submissions must follow the directions below exactly:

Your offer should be received by the Embassy by **Friday, November 13, 2020 at 17:00 Kinshasa local time** to be considered. Quotations received after this time may not be considered.

Send only an electronic offer addressed to:

kinshasabid@state.gov

DO NOT DELIVER OFFERS TO THE EMBASSY RECEPTION.

If you should need an address to deliver hard copy offers, please write to the kinshasabid@state.gov email address for instructions. Emailed offers are preferred.

For a proposal to be considered complete, it MUST include all of the following:

1. Section A, Form SF-33
2. Section B, Pricing Schedule must be filled in
3. Section B, Retention Amounts in B.3 must be filled in
4. Section C, Comprehensive presentation of proposed insurance coverage addressing all of the outlined categories of benefits must be provided in clear, understandable language
5. Section K, Representations and Certifications has boxes to be checked and blanks to be filled in
6. Section L, All information required in all four parts of Section L must be provided.

Please note: Proposals that do not meet the minimum requirements or benefits levels in all categories in Section C may be rejected as **technically unacceptable.** Proposals missing any of the required information outlined above may be rejected as **technically unacceptable**.

We require a complete and comprehensive proposal that addresses all sections of the solicitation and your offer should be your best and final offer to meet or exceed the required minimum benefit levels in all specified categories. If your off-the-shelf plan does not meet or exceed the required minimum benefit levels, or does not address all the required categories, please customize it in your proposal to fit this solicitation.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract 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 successful offeror must be registered in the SAM (System for Award Management) database https://www.sam.gov prior to contract award pursuant to FAR provision 5.207. Therefore, prospective offerors are encouraged to register prior to the submittal of their proposal.

The guidelines for registration in SAM are also available at: https://www.fsd.gov/fsd-gov/learning-center-system.do?sysparm_system=SAM

Direct any questions regarding this solicitation by email to kinshasabid@state.gov

Sincerely,

Daniel S. Mandell
Contracting Officer

ENGLISH:

SUBJECT: U.S. Embassy Kinshasa Solicitation No. **19CG5020R0002 Health Insurance for Locally Employed Staff**

The U.S. Embassy in Kinshasa invites proposals in response to our solicitation for health insurance coverage for locally employed staff as published on beta.SAM.gov, the U.S. Embassy Kinshasa website, and attached to this email. The Embassy encourages prospective offerors to offer plans, including off-the-shelf plans, that meet or exceed the minimum benefit levels required in this solicitation. We ask you to share this message with all potentially interested parties.

The Embassy strongly encourages all prospective offerors to attend a virtual pre-proposal conference on October 14, 2020, to ensure maximum comprehension of the requirements and the submission instructions. Registration is required.

Offers in response to this solicitation must be received by the Embassy by **Friday, November 13, 2020 at 17:00 Kinshasa local time**. Quotations received after this time may not be considered. Send only electronic offers, addressed to: kinshasabid@state.gov

We require complete and comprehensive proposals that address all sections of the solicitation and offers should be the best and final offer to meet or exceed the required minimum benefit levels in all specified categories. If your off-the-shelf plan does not meet or exceed the required minimum benefit levels, or does not address all the required categories, please customize it to fit the requirements of this solicitation.

Please direct any questions regarding this solicitation by email to kinshasabid@state.gov.

FRENCH:

OBJET : Ambassade des États-Unis à Kinshasa – Sollicitation n° **19CG5020R0002 - Assurance maladie pour le personnel local**

L'ambassade des États-Unis à Kinshasa sollicite les services d'une compagnie d'assurance pour la couverture médicale de son personnel employé localement. A cet effet, elle vous invite à participer à l'appel d'offres ci-joint, et aussi publié sur beta.SAM.gov ainsi que sur le site Web de l'ambassade des États-Unis à Kinshasa.

L'ambassade encourage les soumissionnaires potentiels à proposer des plans d'assurances, y compris des plans standard existant, qui atteignent ou dépassent les niveaux de prestation minimum requis dans cette sollicitation. Nous vous demandons de partager cet appel d'offres avec toutes les parties potentiellement intéressées.

Tous les soumissionnaires potentiels sont vivement encouragés à participer à une conférence virtuelle de pré-proposition, le 14 octobre 2020, afin d'assurer une compréhension maximale des exigences et des instructions de soumission. Les participants devront préalablement s'inscrire.
Les offres en réponse à cette sollicitation doivent être reçues par l'ambassade au plus tard le **vendredi 13 novembre 2020 à 17h00, heure locale de Kinshasa** pour être acceptées ; au cas contraire elles

peuvent ne pas être considérées. Veuillez envoyer uniquement des offres électroniques, adressées à : kinshasabid@state.gov.

Nous sollicitons des propositions complètes et compréhensives qui prennent en compte toutes les exigences de l'appel d'offres. Votre offre soumise doit être votre meilleure et dernière offre pour atteindre ou dépasser les niveaux de prestation minimum requis dans toutes les catégories spécifiées. Si vos plans d'assurance grand public actuellement commercialisé n'atteignent pas ou ne dépassent pas les niveaux de prestation minimum requis, ou ne répondent pas à toutes les catégories requises, veuillez personnaliser votre offre pour qu'elle corresponde aux exigences de cette sollicitation.

Veuillez adresser vos questions concernant cette sollicitation par e-mail à kinshasabid@state.gov.

SECTION A

SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 | 69

2. CONTRACT (Proc. Inst. Ident.) NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	19CG5020R0002	[ ] SEALED BID (IFB) [**x**] NEGOTIATED (RFP)	Sept. 26, 2020	**PR8374467**

7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than item 7)
American Embassy Kinshasa **498 Avenue Lt. Col. Lukusa** **Kinshasa, DRC** **Phone: 243 81 556 0151** **Fax:**		

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

SOLICITATION

9. To be considered for this bid, your offer must be received by **November 13, 2020, at 17:00 Kinshasa local time.** Quotations may not be accepted after this time. **Submit only an electronic offer; send your offer to kinshasabid@state.gov**.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 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
	Daniel S. Mandell	243 81 556 0151	kinshasabid@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 (120 calendar days unless a different period is inseted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (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 and related documents) numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEM 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. ADMINISTRATION BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE

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

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

SECTION B
PRICE

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 Kinshasa, DRC and their eligible dependents as described in Section C. This insurance shall be provided in accordance with Section C.

B.1.1. Official Residence Expense (ORE) Staff 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, at the rates specified below. Excess Coverage (C.1.1.19) is included under this contract only as rider benefits; the Contractor shall bill the individual covered at the rates specified below. See Section G for billing procedures. Note that USG is not responsible, nor liable, for any riders.

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 monthly premium shall remain the same regardless of the number of days in the month. Pro-rating of a premium shall be done by dividing the premium by the number of days of the month in question. The fixed prices/premium rates for the health insurance services as specified in Section C are as follows:

Premiums will be based on the number of individuals covered:

- Employee Only: 1 covered individual
- Employee Plus One: 2 covered individuals
- Employee Plus Family: 3 or more covered individuals

B.2.3 Base Year of Contract				
Category	Estimated Number of Premiums*	Monthly Rate per Premium	Monthly Total	Annual Total (Monthly Total times 12)
a. Employee only	48			
b. Employee plus one	55			
c. Employee plus family	315			
d. Subtotal	418	XX	XX	
Total Price for Base Year **				

*estimated number of premiums does not include any Riders (B.1.1)
**does not include any premiums for Riders.

Rider Category***	Monthly Premium
C.1.1.21 Excess Coverage	

***not included in the Total Price for Base Year Calculation

B.2.4 First Option Year of Contract				
Category	Estimated Number of Premiums*	Monthly Rate per Premium	Monthly Total	Annual Total (Monthly Total times 12)
a. Employee only	50			
b. Employee plus one	60			
c. Employee plus family	320			
d. Subtotal	430	XX	XX	
Total Price for First Option Year **				

*estimated number of premiums does not include any Riders (B.1.1)
**does not include any premiums for Riders.

Rider Category***	Monthly Premium
C.1.1.21 Excess Coverage	

***not included in the Total Price for First Option Year Calculation

B.2.5 Second Option Year of Contract				
Category	Estimated Number of Premiums*	Monthly Rate per Premium	Monthly Total	Annual Total (Monthly Total times 12)
a. Employee only	50			
b. Employee plus one	60			
c. Employee plus family	320			
d. Subtotal	430	XX	XX	
Total Price for Second Option Year **				

*estimated number of premiums does not include any Riders (B.1.1)
**does not include any premiums for Riders.

Rider Category***	Monthly Premium
C.1.1.21 Excess Coverage	

***not included in the Total Price for Second Option Year Calculation

B.2.6 Third Option Year of Contract				
Category	Estimated Number of Premiums*	Monthly Rate per Premium	Monthly Total	Annual Total (Monthly Total times 12)
a. Employee only	50			
b. Employee plus one	60			
c. Employee plus family	320			
d. Subtotal	430	XX	XX	
Total Price for Third Option Year **				

*estimated number of premiums does not include any Riders (B.1.1)
**does not include any premiums for Riders.

Rider Category***	Monthly Premium
C.1.1.21 Excess Coverage	

***not included in the Total Price for Third Option Year Calculation

B.2.7 Fourth Option Year of Contract				
Category	Estimated Number of Premiums*	Monthly Rate per Premium	Monthly Total	Annual Total (Monthly Total times 12)
a. Employee only	50			
b. Employee plus one	60			
c. Employee plus family	320			
d. Subtotal	430	XX	XX	
Total Price for Fourth Option Year **				

*estimated number of premiums does not include any Riders (B.1.1)
**does not include any premiums for Riders.

Rider Category***	Monthly Premium
C.1.1.21 Excess Coverage	

***not included in the Total Price for Fourth Option Year Calculation

B.2.8 Grand Total of Base Plus All Option Years (Does not include any premiums for Riders)	
Base Year	
First Option Year	
Second Option Year	
Third Option Year	
Fourth Option Year	
Grand Total of Base Year Plus All Option Years	

B.3 ADMINISTRATIVE RETENTION AMOUNTS

B.3.1 If the Contractor requests a price adjustment under B.4 below, the Contractor shall 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 monthly 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.3.2 Monthly Retention Amounts per separate premium paid per category.

Period of Performance	**Employee only**	**Employee plus one**	**Employee plus family**
Base Period			
First Option Year			
Second Option Year			
Third Option Year			
Fourth Option Year			

B.4. ECONOMIC PRICE ADJUSTMENT-HEALTH INSURANCE PREMIUMS

B.4.1. 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, ie 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.4.2. 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.4.2.1 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.

SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1. HEALTH INSURANCE SERVICES

The Government of the United States of America requires Health Insurance coverage for its employees as described herein.

C.1.1 Employee and Dependent Health Service Benefits

C.1.1.1 **Hospitalization (Treatment in the Hospital for Inpatient Care): Minimum Coverage - 100%**

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. See Mental Health and Substance Abuse care (C.1.1.13) 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): Minimum Coverage - 100%**

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

C1.1.3 **Ambulance: Minimum Coverage - 80%**

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.

C.1.1.4 **Outpatient Services: Minimum Coverage – 80%**

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

See Rehabilitative and Habilitative Services and Devices for details concerning physical therapy. See Mental Health and Substance Abuse Care for details concerning psychiatric therapy.

C.1.1.5 **Obstetric and Newborn Care: Minimum Coverage - Inpatient/Emergency: 100%, Outpatient: 80%**

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.

C.1.1.6 **Pediatric Services: Minimum Coverage - Inpatient 100%, Outpatient: 80%**

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.

C.1.1.7 **Prescription Drugs**: **Minimum Coverage - Inpatient/Emergency: 100%, Outpatient: 80%**

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, or contraceptive medication.

C.1.1.8 **Preventive and Wellness Services and Chronic Disease Management**: **Minimum Coverage - 80%**

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.

C.1.1.9 **Hearing Aids**: **Minimum Coverage – 80%**

Examination and Treatment: 80% Minimum Coverage

Hearing Aid Apparatus: Limited to one apparatus per ear up to a maximum of USD 1,500 per covered individual per three-year period. 80% Minimum Coverage; with annual cap.

C.1.1.10 **Optical Care**: **Minimum Coverage – 80%**

Examination and Treatment: 80% Minimum Coverage
Prescription lenses and frames, or contact lenses: Covered up to a maximum of USD 400 per covered individual every two years. 80% Minimum Coverage; with annual cap.

C.1.1.11 **Dental Care**: **Minimum Coverage – 80%**

Examination and Treatment: Dentist's fees, x-rays, examination and treatment, cleanings, fillings, extractions, false teeth, crowns, and bridges up to a maximum of USD 3,200 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 up to a maximum of USD 2,400 lifetime limit. 80% Minimum Coverage; with contract lifetime cap.

C.1.1.12 **Reproductive Health**: **Minimum Coverage - 80%**

Prescribed contraceptive devices, preventative 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).

C.1.1.13 **Mental Health and Substance Abuse Care: Minimum Coverage - 50%**

Inpatient and outpatient care provided to evaluate, diagnose and treat a mental health condition or substance abuse disorder. This includes behavioral health treatment, counseling, and psychotherapy. Services must be provided by a licensed psychiatrist, psychoanalyst, psychologist, or psychiatric social worker. Inpatient care for alcohol and substance abuse must be provided at a facility licensed for detoxification and rehabilitation.

C.1.1.14 **Rehabilitative and Habilitative Services and Devices**: **Minimum Coverage - 50%**

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.

C.1.1.15 **HIV/AIDS: 100% Reimbursement at a minimum of up to $10,000 per year per covered individual**

Medications to suppress opportunistic infections (such as tuberculosis or toxoplasmosis for employees and dependents who have HIV/AIDS). Brief courses of anti-retroviral drugs during childbirth to prevent the transmission of HIV/AIDS to the child. Generally excludes medication for the long-term suppression of HIV/AIDS through the combination of anti-retroviral drugs in locations with inadequate local healthcare infrastructures. Reimbursement under this benefit is excluded from the annual maximum limit (C.1.2).

C.1.1.16 **Reserved**

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 **Out-of-Country Travel: 80% Reimbursement**

Transportation for out-of-country medical treatment will be a covered expense for covered employees and eligible family members. To be considered a covered expense, the attending certified health care provider must certify in advance that the treatment is medically necessary and unavailable locally. The Contractor shall approve the out-of-country treatment within a time period appropriate to the medical treatment needed, not to exceed five (5) business days following the attending certified health care provider's certification, and support it with the written medical documentation required for visa applications for out-of-country travel.

80% of covered individual's transportation expenses by the least expensive, appropriate means of transportation to the nearest city with adequate medical facilities will be covered. 80% of the transportation expenses of an attendant will also be covered, but only if the covered individual's attending certified health care provider certifies that an attendant for the patient is necessary, (e.g., a parent in the case of a patient who is a minor, or a family member to make medical decisions in the case of a patient who is unwell or unconscious).

All coverage for transportation for out-of-country medical treatment is subject to the total maximum annual limit.

Transportation to a neighboring country without the attending certified health care provider certifying that the treatment is medically necessary and unavailable locally will not be covered.

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.

C.1.1.20 **Reserved**

C.1.1.21 **Excess Coverage**

NOTE: Employee responsible for paying 100% of premium for Excess Coverage

Additional coverage equal to USD 47,000.00 per covered individual per contract year. This excess coverage will be offered as an optional benefit to LE Staff. This can be used for any covered individual for any covered expense that exceeds annual maximum. LE Staff must pay 100% of the premium if they elect Excess Coverage. The premium for this additional coverage is a rider to be paid by the employee to the vender directly and USG will not be responsible for collecting of these premium payments.

C.1.2 Annual Maximum Limit

The maximum annual reimbursement per covered individual per contract year, not including expenses defined under C.1.3 Exclusions and Limitations, or those covered under C.1.1.15 HIV/AIDS and C.1.1.21 Excess Coverage, is **USD 47,000.00**.

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 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.

C.1.4 Eligible Participants

C.1.4.1 **Identification of Eligible Employees and Dependents**

U.S. Mission in Kinshasa, DRC 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 basis and premiums will be pro-rated.

Note: Official Residence Expenses (ORE) or Employee Association (EA) employees may be covered under a rider to the contract. The employing officer/EA, not the USG, is responsible for the employer's share of the premium cost for an ORE employee.

C.1.4.1.1 Definition of Dependents

LE Staff who are eligible to participate in the medical plan automatically confer coverage to eligible family members who meet the following criteria:

C.1.4.1.1.1 Spouse: a limit of one legal spouse as defined by local law per employee will be covered. In cases where LE Staff and their legal spouse both work for the mission and both are eligible to participate in the medical plan, one will be designated as the lead for the purpose of the medical plan and the other will be considered a legal spouse.

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 **Location of Employment**

The eligible employees covered by C.1.4.1 must be employed within the geographic boundaries of the Democratic Republic of Congo by: Department of State, U.S. Agency for International Development, Department of Health and Human Services – Centers for Disease Control and Prevention, or Department of Defense.

C.1.4.3 **Participants Covered Under a Rider**

All current active ORE Staff personally employed by the Chief of Mission and the Deputy Chief of Mission and assigned to their respective official Government residences and paid under an ORE account. All costs for coverage of ORE Staff are the

responsibility of the Chief of Mission and the Deputy Chief of Mission, not the U.S. Government.

C.1.5 Eligibility

C.1.5.1 **Term of Eligibility and Effective Date**

Each current active eligible employee and their eligible dependents are enrolled for health benefits under this contract upon award and thereafter during the performance period of this contract. Each new eligible employee and eligible dependents 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.

C.1.6 Brochure Requirement

C.1.6.1 The Contractor shall provide a document (brochure/pamphlet/other written document) in both French and 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.1.6.2 The Contractor shall provide the document described in C.1.6.1 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.1.6.3 The Contractor assumes full responsibility for ensuring that the document described in C.1.6.1 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.

SECTION D
PACKAGING AND MARKING

(RESERVED)

SECTION E
INSPECTION AND ACCEPTANCE

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

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: *http://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 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, Excite) to obtain the latest location of the most current FAR.

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

CLAUSE TITLE AND DATE

52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

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.1.6	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 complaint.

(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 the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: *http://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 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, 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 the date specified on the notice to proceed with four one-year options to renew.

F.3 OPTIONS

(a) 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 Officer (HRO)
498 Avenue Lt. Col. Lukusa
Kinshasa, DRC

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 (HRO).

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 or through the broker, if any, 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 US Dollars.

G.4 SUBMISSION OF INVOICES AND PAYMENT

G.4.1. Invoices for U.S. Government employees shall be submitted electronically to the following address (designated billing office only for the purpose of submitting invoices):

kinshasainvoice@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 for all non-rider coverage. 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 monthly 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 Riders:

a. ORE. 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.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 bi-weekly 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 pro-rated premium due.

H.3.1. ***Riders*** are not included under the task orders issued by the Contracting Officer. Because their coverage is under a rider, either their employer or they themselves are responsible for directly interacting with the Contractor to order any coverage. When contacted, the Contractor shall advise the person of the paperwork and payment that will be necessary to order coverage for the identified individuals. The Contractor may be contacted by more than one individual.

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

H.4.1. 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 payments 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. Each payment shall be accompanied by a form providing details of the amount reimbursed with an explanation of the deductions, if any.

(4) Settlement method shall be selected by the payee and may be by issuance of cash or electronic funds transfer to the account of the employee for each claim submitted. Each payment 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 unrestricted choice to go for medical care to clinics and/or hospitals designated for direct payment by the Contractor.

(6) The Contractor shall include at least seven (7) out of the following ten (10) medical providers/facilities from the list below for direct payment for medical care by the Contractor:

Centre Hospital Mongala
Centre Hospitalier Monkole
Centre Hospitalier Nganda
Centre Medical de Kinshasa (CMK)
Centre Medical Diamant
HJ Hospitals
Hopital Biamba Marie Mutombo
Medecins de Nuit
Ngalima Center
PolyClinique de Kinshasa

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

(a) Employee Claims Report. The report shall list all claims 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.

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 Democratic Republic of Congo 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 Democratic Republic of Congo 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 the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: *http://www.acquisition.gov/far/* or *http://farsite.hill.af.mil/vffara.htm*

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The following Federal Acquisition Regulation clauses are incorporated by reference:

CLAUSE	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 (MAY 2014)
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 (JUN 2020)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-9 PERSONAL 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)

52.204-18 COMMERCIAL LAND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

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

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

52.210-1 MARKET RESEARCH (JUN 2020)

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 (AUG 2011)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA -

MODIFICATIONS (OCT 2010)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)

52.222-50 COMBATTING TRAFFICKING IN PERSONS (MAR 2015)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.224-3 PRIVACY TRAINING (JAN 2017)

52.225-5 TRADE AGREEMENTS (AUG 2018)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

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

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 (OCT 2010)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

52.232-25 PROMPT PAYMENT (JAN 2017)

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 (DEC 2013)

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)

52.242-13 BANKRUPTCY (JULY 1995)

52.243-1 CHANGES (AUG 1987) – ALTERNATE I (APR 1984)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019)

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

52.248-1 VALUE ENGINEERING (OCT 2010)

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

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

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 **300 premiums**, 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 **450 premiums*;***

(2) Any order for a combination of items in excess of **600 premiums*;*** or

(3) A series of orders from the same ordering office within **10 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 three 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 60 months.

(End of clause)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (JUN 2020)

(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), 3ontractor 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.

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)

652.216-70 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 Administrative 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
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	**13**	20-34	**30**
35-45	**23**	35-45	**104**
46-55	**14**	46-55	**123**
56-60	**14**	56-60	**34**
60+	**5**	60+	**58**
TOTAL	**69**	**TOTAL**	**349**

2. EMPLOYEE SPOUSES BY GENDER WITHIN AGE RANGES

FEMALE		**MALE**	
Age (years)	**Number**	**Age (years)**	**Number**
20-34	**70**	20-34	**5**
35-45	**133**	35-45	**15**
46-55	**71**	46-55	**8**
56-65	**34**	56-65	**3**
66+	**3**	66+	**1**
TOTAL	**311**	**TOTAL**	**32**

3. DEPENDENT CHILDREN BY GENDER WITHIN AGE RANGES

FEMALE		**MALE**	
Age (years)	**Number**	**Age (years)**	**Number**
0-10	**234**	0-10	**296**
11-18	**251**	11-18	**250**
19-25 (if full-time student)	**138**	19-25 (if full-time student)	**137**
TOTAL	**623**	**TOTAL**	**683**

EXHIBIT B - ORE EMPLOYEES RIDER

1. EMPLOYEES BY GENDER WITHIN AGE RANGES

	FEMALE		**MALE**
Age (years)	**Number**	**Age (years)**	**Number**
20-34	**3**	20-34	**1**
35-45	**2**	35-45	
46-55		46-55	**1**
56-60		56-60	
60+		60+	
TOTAL	**5**	**TOTAL**	**2**

2. EMPLOYEE SPOUSES BY GENDER WITHIN AGE RANGES

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

3. DEPENDENT CHILDREN BY GENDER WITHIN AGE RANGES

FEMALE		**MALE**	
Age (years)	**Number**	**Age (years)**	**Number**
0-10	**4**	0-10	**3**
11-18	**2**	11-18	
19-25 (if full-time student)	**2**	19-25 (if full-time student)	**1**
TOTAL	**8**	**TOTAL**	**4**

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 2007)

(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 a civil penalty of not less than $10,000, and not more than $150,000, for each failure.

(End of provision)

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

K.4. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is

subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

TIN: _____

☐ TIN has been applied for.
☐ TIN is not required because:
  ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
  ☐ Offeror is an agency or instrumentality of a foreign government;
  ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

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

(f) Common Parent.
☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
☐ Name and TIN of common parent:
  Name _____
  TIN_____

(End of provision)

K.5 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.6 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____**524113/524114**_____.

(2) The small business size standard is __**41,500,000 million dollars**.

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

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

(2) If the provision at 52.204-7, 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 & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

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

(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 items.

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

(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 clause 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 I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

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

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

(C)If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.

(D)If the acquisition value is $83,099 or more but is less than $100,000, 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:

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

__ (ii) 52.204-20, Predecessor of Offeror.

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

__ (vii) 52.227-6, Royalty Information.

____ (A) Basic.

____ (B) Alternate I.

__ (viii) 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 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)

K.7 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(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); and
(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; and
(D) Have [_], have not [_], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.
(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).
(E) 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.8. <u>52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS – CERTIFICATION (JUN 2018)</u>

(a) This provision does not apply to acquisitions 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 via the internet at *https://www.state.gov/t/avc/rls/rpt/;* 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 via the internet at *https://www.state.gov/t/avc/rls/rpt/;* 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 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.9 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.10 652.225-70 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)

K.11 52.209-2 PROHIBITION 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.12 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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 the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(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)

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 The following provision is incorporated by reference:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering their employees working on the contract to include American citizens, Individuals hired in the United States or its possessions, regardless of citizenship, Host Country Nationals (HCNs) and Third Country Nationals (TCNs) working overseas. The offeror shall obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at *http://www.dol.gov/owcp/dlhwc/lscarrier.htm*

L.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 (SF-33) in Section A, Solicitation, Offer and Award, and completed Section K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	1 electronic or 2 hard copies
2	Price Proposal and completed Section B: Supplies or Services and Price/Costs	1 electronic or 2 hard copies
3	Technical Proposal containing all technical factors and sub-factors as listed in the cover letter.	1 electronic or 4 hard copies

Electronic submissions are strongly encouraged. Contact kinshasabid@state.gov for instructions for hard copy submissions.

L.3. DELIVERY OF PROPOSALS AND EXCEPTIONS TO SOLICITATION.

The offeror shall submit the complete offer to the email address indicated at Block 9 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;

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.

Section L.4.3. Volume 3, Technical Proposal

Instructions to Offerors

The technical proposal must be submitted in four separate parts as described below.

Part 1, Health Insurance Services:

Section C.1 defines the required minimum benefits and corresponding reimbursement rates. These are the minimally acceptable levels of coverage. If offerors choose to include additional benefits or higher reimbursement rates than the required minimums this is acceptable; however, evaluations will be based on meeting the stated minimums only.

For each benefit listed, proposals must clearly state its coverage. Any proposal that reduces a benefit definition or offers lower than the minimum required coverage may be determined technically unacceptable. The resultant contract will contain the actual proposed coverages or increased benefit offerings if they exceed the solicitation's minimum requirements.

Multiple proposals - If an offeror has multiple plans available that meet or exceed the minimum benefit levels and wants to propose them, a separate proposal with its respective prices must be submitted individually for each.

<u>Suggested format – It is the offeror's responsibility to ensure their proposal is clear and meets all requirements. An example of an acceptable format for Part 1 is to submit a table that lists the Section C benefit definitions in one column and in the adjoining column list the proposed coverage for easy comparison.</u>

Part 2, Understanding of the Requirement:

Part 2 requires the offeror to demonstrate it understands the solicitation requirements and has an acceptable approach to managing the contract. This may be shown through corporate literature, medical plan brochures, reports, surveys and other narrative descriptions of its internal systems. Proposals must provide clear and adequate responses to each of the following criterion:

1. Describe the offeror's knowledge, history, and familiarity in providing health insurance to groups of employees.

2. Describe overall management approach to provide the required services.

3. Provide the resume/CV of the person who will be responsible for managing this contract, and who will be the first point-of-contact for the Embassy. This person shall be able to acceptably communicate all matters related to this contract in English; and have a minimum of two years' experience in the local or international insurance industry with customers having similar requirements to include magnitude of personnel.

4. Describe the pool(s) of coverage the offeror uses to administer its insurance; which pool of coverage the employees under this requirement will be contained, and what percentage of that pool they would represent.

5. Provide results of the offeror's most recent two audits and/or annual reports with clear summaries of financial performance that show the business is operating profitably.

6. Provide the quality assurance plan the offeror will use under this contract. This plan should describe the: schedule of regular internal meetings to discuss issues and performance; schedule of monthly or quarterly surveys and/or communications via email to customers to solicit feedback on performance and discuss issues; and schedule of quarterly or semi-annual plans to review performance and discuss issues with Embassy officials.

7. Describe how, and at what monetary level, the offeror will maintain an adequate reserve level to pay claims.

8. Describe how the offeror will provide the Embassy regular monthly reports on claims submission, processing times, claim expenditures, and other matters important to good overall management of the contract (see H.5).

9. Describe the offeror's claims workflow system and timeframes at each processing point to fully process claims (from initial receipt to final settlement).

10. Describe the offeror's customer service system and mechanism for receiving and promptly addressing customer inquiries and complaints.

11. Provide the most recent results of customer satisfaction surveys, if available.

12. Definition of a provider network: A provider network is a list of the doctors, other health care providers, and hospitals that an insurer has contracted with to provide medical care to its covered members. These providers are called "network providers" or "in-network providers." A provider that has not been contracted by the insurer is called an "out-of-network provider."

13. Provide the full list of medical providers and facilities in the offeror's provider network, within Kinshasa and elsewhere in the Democratic Republic of Congo, that employees or dependents may choose to utilize without restriction up to the benefit levels specified in Section C.1, including those medical providers and facilities where employees or dependents may choose to go for medical care with direct payment of medical expenses paid by the contractor/offeror (see H.4.1.b.5-6).

Part 3, Experience and Past Performance:

The offeror must list all contracts and subcontracts it has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

1. Current or previous customer's organization name, address, email address, and telephone number for whom similar insurance and services were provided.

2. Identifying contract number, when (period of performance), and where the insurance was provided.

3. Type of insurance provided and range of population covered, as well as total dollar amount.

4. Brief description of and comparability to the work required under this solicitation.

5. Brief description of any performance problems and how they were resolved.

Part 4, 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 Democratic Republic of Congo 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 Democratic Republic of Congo it must demonstrate that it is licensed/certified/accredited by a government other than Democratic Republic of Congo to provide health insurance for persons in Democratic Republic of Congo and must demonstrate its capacity to provide health benefits in Democratic Republic of Congo 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 Democratic Republic of Congo or its agents.

Failure to demonstrate that the offeror is an authorized insurance company permitted to write and administer health insurance policies in the Democratic Republic of Congo 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 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at 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 (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

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 (MAR 2015)

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 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 the General Service Officer at 498 Avenue Lt. Col. Lukusa, Kinshasa, DRC.

(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 DOSAR 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, Margot J. Ratcliffe, at 243 81 556 0151. 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 virtual pre-proposal conference to discuss the requirements of this solicitation will be held on **October 14, 2020 at 13:30 Kinshasa local time**. While not required, all offerors are strongly encouraged to attend to ensure maximum understanding of the solicitation and requirements for proposal submissions. We will conduct a detailed walkthrough of the solicitation requirements—please have a copy of the solicitation available to follow along and take notes. The virtual conference will be held on Zoom, which is easily accessed with a personal computer, tablet, or data-equipped mobile phone (such as iPhone or Android phone). Please allow three hours for the conference. Instructions for accessing the virtual pre-proposal conference will be sent via email to all registered participants. Offerors interested in attendance should contact the following individual:

Name: Contracting Officer
Email: kinshasabid@state.gov
Telephone Number: +243 97 261 6132

L.8.2. Offerors are urged to **submit written questions at least three days before** the scheduled pre-proposal conference date, using the email address above.

L.8.3. Attendees may also ask or submit questions in chat during the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered during the 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 five 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 non-responsible.

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 approach (Part 2 under 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 at least the minimum reimbursement levels for each benefit required by the solicitation; or

(b) 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 Democratic Republic of Congo 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 Democratic Republic of Congo, 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 Democratic Republic of Congo and must demonstrate its capacity to provide health benefits in Democratic Republic of Congo 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).

M.10 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

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

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

  (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

  (2) On the date specified for receipt of proposal revisions.