

**HEALTH AND LIFE INSURANCE SERVICES
UNIFORM CONTRACT FORMAT (UCF)**

LAYOUT OF THIS MODEL

- List of Updates to the Model Contract
- Tick List for the Contracting Officer
- Sample Cover Letter
- Model Contract

UPDATES TO THE MODEL

2/21/14 Update EPA language

12/20/13 - Update FAC 2005-64 thru 69, PIB 2012-16 (52.232-99 Deviation already included in models)

08/20/13 – Updated VAT, Sections B.2.1, G.6, Version A

07/10/13 – Updated Survey Comparators language in CO Ticklist and Guidance section

05/22/13 – Update VAT info, Sections B.2.1 & G.6

05/10/13 – Update Section L

03/23/13 – Update FAC 2012-18

10/12/12 – Update per FAC 2005 – 60-63 (52.204-8, 52.225-25)

09/10/12 – Updates required by PIB 2012-16, 17 and 18

05/23/12 – Updated required by FAC 205-56-59, PIB 2012-11 and PIB 2012-10 notes on inherently govt, 52.204-7, 52.245-1, 52.232-32, 52.245-9, 52.204-8)

02/22/12 – Update per FAC 2005-55 (52.204-8, 52.204-10, 52.209-7, and 52.209-9)

12/29/11 – Update FAC 2005-54 (52.204-08 and 52.225-25)

07/20/11 – Updates required by DOSAR (652.204-70; 652.237-71)

07/13/11 – Updates required by FAC 2005-53 (52.223-18, 52.215-10, and 52.215-11)

07/08/11 – Updates required by FAC 52. (52.216-7, 652.242-73, 652.229-70, 52.204-8, and 52.209-2)

04/06/11 – Update per FAC 2005-48, 49, 50 and 51

02/28/11 – Correction to update required by FAC 2005-47.

02/22/11 – Updated per FAC 2011-7 by deleted 52.209-8 and replacing with 52.209-9 ALT 1

01/24/11 – Update per FAC 47-48 and PIB 2011-03; 52.204-8, 52.204-9, and 52-209-8

10/19/10 – FAC 2005-46 update 52.244-6, 52.204-8 and add 52.225-25

10/12/10 – FAC 2005-46 add 52.223-18

09/03/10 – FAC 2005-45 update all required FAR clauses

07/22/10 -- FAC 2005-44 add 52.204-10

07/14/10 – FAC 2005-43 update to (52.222-19)

07/01/10 – Update FAC 2005-42 (52.244-6)

06/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

04/29/10 – No change required by FAC 2005-41

04/23/10 – No change required by FAC 2005-39; FAC 2005-40 has the following changes:
(52.244-6, 52.203-13) (52.209-5) (52.209-7) (52.209-8)

01/12/10 – Change required by FAC 2005-38 (52.222-39, 52.244-6)

09/01/09 – In accordance with email from HR/OE Peace Corp now signed up as riders and will mirror those of ORE staff and Employee Association Staff.

08/27/09 – Changes required by FAC 2005-35 and 36 (52.222-19, 52.225-20, 52.244-6)

08/17/09 – Change required by FAC 2005-34 (Add 52.209-2)

07/20/09 – 652.228-74 – Updated DBA rates

06/29/09 - No change required by FAC 2005-32&33

05/19/09 – Change required by FAC 2005-31 (52.215-2)

03/09/09 - Change required by FAC 2005-29 and 30 (52.222-50, 52.244-6, 52.204-8, and 652.206-70)

12/29/08 – FAC 2005-28 (52.203-13 and 52.244-6)

10/08/08 – Update FAC 27 (52.232-17, 52.232-25)

07/28/08 – Changes required by PIBs 2008-20 and 2008-21, inclusion of Contractor Identification clause and DBA rate changes

07/14/08 – Change required by FAC 26 (52.225-13 and 52.225-20)

06/09/08 - Change required by FAC 2005-23 (none) 24, & 25 (updated 52.222-19, 52.204-6, 52.204-7(referenced in the instructions) & 52.209-5)

01/30/08 – No update needed per FAC 2005-23; DBA rate updated

12/05/07 – No change required by FAC 2005-21 & 22

09/20/07 - No update required by FAC 2005-20

09/05/07 – Change required by FAC 2005-19 (update) (52.222-50, 52.203-12, 52.204-9, and 52.203-11)

09/05/07 – Add DOSAR 652.228-70

08/21/07 – Revised C.3.0 definition of employee to correct references to riders.

08/15/07 – Change required by PIB 2007-23 (Add DOSAR 652.204-70, Delete DOSAR 652.237-71)

07/18/07 - Change required by FAC 2005-18 – no change required

07/11/07 – No change required by FAC 2005-17

03/26/07 – Change required by FAC 2005-16 (52.244-6)

01/29/07 – checked DBA rate

01/04/07 – No change required by FAC 2005-15

12/13/06 – No change required for FAC 2005-14.

12/07/06 – changes required by FAC 2005-13 (52.203-6, 52.2-9-6, 52.244-6)

09/14/06 – Editorial changes to correct inconsistencies in B.5, C.2.2, C.2.3.3.1, C.2.3.3.2, and the note following H.3.

08/05/06 – Change to FAR internet reference; no update required for FAC 2005-12

07/21/06 – Update 652.228-71; no update required by FAC 2005-11; no update required for FAC 2005-12

07/10/06 – Change required by FAC 2005-10 (52.204-7, and 652.228-74)

06/30/06 – Updated Section K.2

06/20/06 – Change required by FAC 2005-09 (52.204-9, 652.237-71, 52.204-8, 52.222-50)

03/09/06 – Revised G.5 note to CO to include guidance from RM on refunds and credits.

02/13/06 – Change required by FAC 2005-07 (52.204-8, 52.225-13, 52.244-6)

01/2006 – No update needed for FAC 2005-8

07/18/05 – Revisions to model to clean up past problem areas, edit for consistency and ensure all required FAR and DOSAR clauses are included and updated. Added potential for coverage of Embassy Employee Associations under a rider after coordination with L/BA, A/OPR/CR, and HR/OE/CM. A member of HR/OE/CM and A/OPR/CR have assisted in this model revision, which now includes the language for the Standard Medical Plan, should that be the route post management elects, with approval of HR/OE/CM.

05/13/05 – No change required by FAC 2005-3 because 52.225-13 updates dates made in FAC 2005-2.

04/15/05 – Changes required by FAC 2005-1 and 2005-2 (update FAR 52.244-6, Subcontracts for Commercial Items and 52.225-13, Restrictions on Certain Foreign Purchases to MAR 2005)

02/23/05 - Updated 52.244-6, and added 52.222-39 and 52.204-8 per FAC 2001-26 and FAC 2001-27

06/30/04 – Update 52.219-1, 52.244-6, and 52.202-1 Section I per FAC 2001-23 and 24

06/08/04 – Revised B.4.2.1 to address the possibility of pooling arrangements.

CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR HEALTH AND LIFE INSURANCE SERVICES UCF MODEL

- Always use A/OPE's most recent contract model. Do not recycle an older version. The FAR clauses in the Contract Models are updated many times each year. Link to contract models on A/OPE intranet site at:
http://aopeead.a.state.gov/content.asp?content_id=8&menu_id=47

- If you have questions about FAR provisions and clauses, consult FAR subpart 52.3, the Provision and Clause Matrix, at:
http://acquisition.gov/far/current/html/52_301Matrix.html. Do not delete any provisions or clauses without talking with your A/OPE Desk Officer.

- In the documentation to the A/OPE Desk Officer, Contracting Officer has stated the file name of the model the Contracting Officer has copied from A/OPE's intranet site at:
http://aopeead.a.state.gov/content.asp?content_id=8&menu_id=47

- REQUIRING OFFICES** - All requirements for new services must undergo a pre-award assessment by the Requiring Office to ensure the statement of work does not include any inherently governmental functions. The Form DS-4208, Request for Services Contract Approval, found in PIB 2012-11, attachment 1, is available on e-Forms and will be used to meet this requirement. Link to PIBs on A/OPE intranet site at:
http://aopepd.a.state.gov/content.asp?content_id=86&menu_id=50

- Survey Comparators - Before starting this procurement process, the HR officer or Management Officer must have documentation from their current survey comparators on the prevailing practice for medical benefits provided to their locally employed staff. This survey must be current, that is, it must have been completed by post and the benefit levels for post's plan approved by HR/OE/CM, within the last 12 months. Any information gathered more than a year ago will likely be obsolete and result in offers that exceed post's approved benefit levels. Therefore, the HR or Management Officer and staff must start the process of confirming/revising benefit levels (which become the specifications for the solicitation and contract) at least 12 months prior to when the solicitation actually needs to be issued. The Human Resources or Management Officer should check with their HR/OE/CM International Compensation Manager (Link to HR/OE/CM intranet site at: <http://intranet.hr.state.sbu/offices/oe/Pages/OEDivisions.aspx>) for the most current list of comparator companies and the medical survey questionnaire. HR/OE's timeline for complete review and authorization of the benefit levels to be included in Section C of the medical contract and Section XXXX of the life insurance contract is 30 days. This timeframe may be extended if additional data is required from post. This comparator survey must be done every 5 years and approved by HR/OE.

- Market Research - A/OPE and HR/OE/CM suggest that during the benefit survey process, the Human Resource Officer (HRO) or the Management Officer find out which companies are providing insurance to the comparators.

Market research is an essential step in any procurement action. As part of the research, the HRO or Management Officer can discuss with the insurance companies what kinds of services they provide and learn some basics about the local insurance industry. The HRO or Management Officer must not request price proposals during the market survey process, but this survey is your opportunity to learn how the local insurance industry works. The survey should answer questions such as:

- Are standard insurance plans offered?
 - Can plans be tailored?
 - Are there local laws governing the insurance industry that might restrict what companies can offer to meet our needs?
- Document the research. It may require that you discuss findings with HR/OE/CM and A/OPE about how the process can work at your post. Include a copy of the documented market research with the survey data submitted to HR/OE/CM.
- If you have any questions, contact your A/OPE Desk Officer or your HR/OE/CM Desk Officer.
- Type of Insurance Coverage. This model includes both health and life insurance coverage. If you need only one type of coverage, then you need to delete all references to the type of coverage you are excluding.
- Instructions for each “[*Note to Contracting Officer*]” have been followed
- Offeror and Contracting Officer have completed all appropriate fill-in-the-blank sections, many of which are denoted by “[]”
- REQUIRED – Before sending to A/OPE for review, all modified clauses are highlighted unless the instructions for that clause in the model expressly state that post should modify the clause to reflect post specifics.
- REQUIRED - Rationale for this modification has been included in the memo requesting review from A/OPE.
 - Highlights have been removed before issuing solicitation
- Bio-preferred products - If US firms or products are being solicited then include 52.223-1 and 52.223-2 in the solicitation/contract. Place in Section I.1.
- Appropriate information has been entered into all blank fields
- Your A/OPE Desk Officer has approved this solicitation when and where approval is appropriate

- The entire contract model, including all completed tick lists and instructions, has been saved somewhere for your records so you'll have a history of what you've done.
- "Model Updates" at the beginning of this document were deleted before final printing.
- ALL "Tick List and Guidance" comments have been deleted before final printing.
- "[Notes to Contracting Officer]" which are embedded in the model have been deleted before final printing
- Contracting Officer has read the solicitation before it has been submitted to A/OPE for review.
- Contracting Officer has made sure all A/OPE comments are incorporated before issuance.
- Contracting Officer has actually read the final solicitation before distribution.
- The solicitation makes sense to both you and your A/OPE Desk Officer
- The Proposal due date is at least 30 days after issuance. Also, the Contracting Officer has ensured this due date does not fall on an Embassy holiday or weekend.
- Solicitation Issuance and Advertising - Increasingly post procurement personnel use their Embassy website to post solicitations (see PIB 2007-14). That is a good thing to do especially when interest only from local sources is anticipated. Link to PIBs on A/OPE intranet site at: http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50
- However, if you believe offshore firms (U.S. and other international firms) may be interested in this solicitation and can operate in your country, then you may want to consider working with your A/OPE Desk Officer to launch the solicitation on the FedBizOps (FBO) website. If it is over \$5 Million USD (for base and all option years) then you must advertise the requirement on FBO.
- If you choose this course of action, we recommend not posting the solicitation on the Embassy website, but instead, posting a notice on the Embassy website that directs readers to the FBO website. We recommend this so that you don't run the risk of different versions of the solicitation, amendment(s) and/or questions and answers somehow being posted on the two websites. Ensure you advertise locally to the maximum extent practical.
- The proposed COR has been notified of all required training as set forth in DOSAR subpart 642 to ensure these requirements have been satisfied prior to or at the time of award. Link to DOSAR at: <http://aope.a.state.gov/dosar/fullscreen.asp>

- Contracting Officer has negotiated for the lowest priced technically acceptable offer.
- SECTION A (SF-33) Completed
 - If you are unsure when to use the SF-33 as opposed to the SF-1442 (or any other form), consult your desk officer
 - Complete blocks 1 through 11 of the SF-33 Solicitation, Offer and Award.
 - Block 11, Table of Contents - Identify page numbers of each section.
- SECTION B Completed
- SECTION C Completed
 - You have coordinated the tasks with the Requirements Office to ensure all tasks are necessary to include the timing.
- SECTION F - Performance Period - The performance period may exceed 5 years including options if the approval of A/OPE is obtained prior to basic contract award. However, no single contract period may exceed 12 months. (See DOSAR 617.204(e)). Link to DOSAR at: <http://aope.a.state.gov/dosar/fullscreen.asp>
- SECTION G - Invoicing and Payment Procedures - You must determine the invoicing and payment procedures. This model is written as a requirements type contract. This means that the contract itself is not funded. Rather, funded task orders are issued, normally monthly, quarterly or semi-annually, ordering insurance for the estimated number of employees during that time period. The task orders are prospective, not retrospective.
 - Since employee rolls change frequently, subsequent task order modifications or new task orders should be used as more employees are added or removed from coverage.
 - An S&E fund citation should be available each quarter, and although the premium deductions are taken each pay period, the Disbursing Office could hold the premiums in an account until the monthly or quarterly invoice is received, at which point the Contractor would be paid.
 - Since coverage starts on the first day of the performance period, the Contractor could properly invoice for the period funded by the task order on the first day covered by that task order. Payment made against this invoice would not be considered an advance payment under the FAR.
- Premium Payments - If the employee contributes to a portion of the premium, this contribution should be in the form of a payroll deduction, taken from the employee's pay;

the employee should not be paying his/her portion of the premium directly to the Contractor. This could result in a contract administration problem if the Embassy is routinely paying its portion of the premium, while the employee misses one or more payments. Additionally, premiums may be invoiced and paid quarterly or even semi-annually. It would not be fair to expect the employee to be able to pay out such a large sum to cover his/her portion of the premium.

- The exception to the Embassy making the premium payment directly to the Contractor is the case of a rider to this contract. For example, if Official Residence Expense (ORE) staff or Embassy Association Employees (EAEs) or Peace Corp Personal Service Contracts are covered under a rider, then the employer (COM/DCM, or Association, or Peace Corp) makes the actual premium payment to the Contractor, even though the ORE staff, the EAEs, or the Peace Corp PSCs may be contributing a part of that premium payment.
- In summary, the employees should not be making payments directly to the Contractor.

SECTION I – Completed

- If the Contracting Officer expects participation by US firms or if the Contracting Officer determines it is practical for foreign firms performing contracts outside the U.S. to register in SAM (System for Award Management), then the following clause (FAR 52.204-7) should be included in the solicitation in Section I by reference. For additional information regarding when the SAM requirement should be included can be found in PIB 2004-2. Link to PIBs on A/OPE intranet site at: http://aopepd.a.state.gov/content.asp?content_id=86&menu_id=50

If FAR 52.204-7 is included in the solicitation by reference in Section I, then the following clauses should be deleted in their entirety within the model solicitation:

- (d) 52.204-6, Data Universal Numbering System (DUNS) Number
- If 52.204-7 System for Award Management (July 2013) is included, incorporate the following clause by reference in Section I.
 - FAR 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JULY 2013)
- Defense Base Act Insurance clauses reviewed and modified

- When the Contracting Officer has a reasonable expectation that no covered contractor employees (for definition of covered versus non covered employees, see PIB 2009-20 on A/OPE intranet site at: http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50) will be included in the offers (e.g., offers will come from local overseas contractors and the work is to be performed in a country that has local workers' compensation laws), the Contracting Officer shall include the following FAR clause and DOSAR provision in the solicitation:
 - FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas*. Place in Section I.1. (Note that A/OPE has assumed you will use the above clause and has already included it in Section I.1.)
 - Provision entitled *Defense Base Act – Covered Contractor Employees*; place in Section K.9 (Note that A/OPE has assumed you will use the above clause and has already included it in Section K.9.)
- If, in response to the solicitation, any offeror knows that they will employ covered employees, the offeror is required to notify the Contracting Officer prior to the closing date.

- The Contracting Officer shall then amend the solicitation to add a line item in Section B (see sample language in B.2.7 and actual item in B.3.6 of the LGP model). Link to LGP contract model at: http://aopead.a.state.gov/content.asp?content_id=7&menu_id=46
- If covered employees will be employed, delete the following
 - FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas* from Section I.1.
 - Provision entitled 652.228-70 *Defense Base Act – Covered Contractor Employees* from Section K.9

Also add the following clauses/provisions:

- FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place in Section I. Incorporated by reference.
- DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place in Section I.

Incorporated in full text. If DOSAR 652.228-71 included delete actual text from paragraphs b, c, d, e, and f and mark those paragraphs as “reserved per PIB 2012-17”. Link to PIBs on A/OPE intranet site at:

http://aoepd.a.state.gov/content.asp?content_id=86&menu_id=50

- Offerors shall be given additional time to incorporate the DBA contractor rates into their proposed prices.

- SECTION K.5 COMPLETED - American Business Sources
 - For Section K inserts which follow, you have deleted all instructions such as ***“[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]”***
 - All Section K.5(b) tick marks such as this one “[]” have been appropriately ticked
 - If you know or expect that American businesses may submit a proposal, you must include solicitation provision 52.219-1, below, in addition to the other certifications contained in this solicitation. This certification is used to determine whether the firm is considered small by the Small Business Administration (SBA).
 - If you receive an offer from a small business, and you determine that firm to be non-responsible, then you must refer the matter to A/OPE and A/SDBU for referral to SBA; any determination of non-responsibility of an American small business must be referred to SBA prior to award of the contract. SBA will then determine whether to issue a Certificate of Competency (SBA) attesting to the firm's ability to perform the contract. For more information, see FAR 19.000(b) and 19.6. Link to the FAR at: <http://acquisition.gov/far/index.html>
 - If the above conditions are met, include the following (in blue) at the end of Section K and number as the next sequential number in the K series.

52.219-1 Small Business Program Representations (April 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **524113 and 524114**. ***[Note to Contracting Officer: The code for life insurance is 524113 and the code for health insurance is 524114. If you only include one type of insurance in your solicitation, revise the provision appropriately.]***

(2) The small business size standard is **\$35.5 Million USD**.

(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) Representations.

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

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

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

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

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Section L - Pre-Proposal Conference: Based on past experience, we strongly recommend that you hold a pre-proposal conference and carefully walk the attendees through the solicitation.

Emphasize that proposals must be in English and must comply with the solicitation requirements, including proposal submission requirements set forth in Section L.

WARNING - A number of procurements in the past have resulted in non-awards because the apparent successful offeror insists upon the Contracting Officer signing the company’s standard insurance policy. Or perhaps worse, this insistence by the successful

offeror results in the Contracting Officer signing both a contract based on this model as well as the company's standard policy, which in some cases has led to conflicts in benefits coverage.

This contract is not intended to purchase the standard policy; it is intended to purchase a policy that conforms exactly to the solicitation requirements. Therefore, no signature of the commercial policy should be necessary and if asked to do so, please consult with your A/OPE Desk Officer.

If US firms are being solicited/awarded a contract the following FAR clause must be provided in full text in Section I:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be –

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Department of Labor, Office of Labor-Management Standards (OLMS) web site at:

<http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

Third Country Nationals (TCN): The clause Recruitment of Third Country Nationals for Performance on Department of State Contracts shall be included in any solicitation and contract (including commercial items) valued over \$150,000 requiring non-professional labor where contract performance will require recruitment of third country national labor specifically for contract performance. Contractors shall submit Recruitment and Housing Plans, as appropriate, and shall be evaluated and contracts shall only be awarded to Contractors submitting acceptable plans. (PIB 2012-10) Link to PIBs on A/OPE intranet site at:

http://aopepd.a.state.gov/content.asp?content_id=86&menu_id=50

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (October 17, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plan

a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the Contractor intends to recruit them.

b. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.

c. Provide sample recruitment agreement in English.

d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The Contractor or employer pays the recruitment fees for the worker if recruited by the Contractor or subcontractor to work specifically on Department of State jobs.

e. State in the offer that the Contractor's recruitment practices comply with recruiting nation and host country labor laws.

f. State in the offer that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.

g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.

h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the Contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.

c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/j/tip/> or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 - Combating Trafficking in Persons, including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHotline@state.gov.

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.

g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 - Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.

h. The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

SAMPLE LETTER TO PROSPECTIVE OFFERORS

[Note to Contracting Officer: Insert date]

[Note to Contracting Officer: Insert inside address]

Dear Prospective Offeror:

SUBJECT: Solicitation Number *[Note to Contracting Officer: Insert number and title of project]*

The Embassy of the United States of America invites you to submit a proposal for customized *[Note to Contracting Officer: Insert a brief description of type of insurance and identify embassy and/or consulate general(s) covered]*.

The Embassy intends to conduct a pre-proposal conference, and all prospective offerors who have received a solicitation package are invited to attend. See Section L of the attached Request for Proposals (RFP).

Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed" to the *[Note to Contracting Officer: Insert name of Contracting Officer, Address]* on or before *[Note to Contracting Officer: Insert solicitation closing time]* on *[Note to Contracting Officer: Insert solicitation closing date]*. No proposal will be accepted after this time.

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

1. SF-33
2. Section B, Pricing Schedule
3. Section B, Retention Amounts in B.3 and B.7
3. Section K, Representations and Certifications;
4. Additional information as required in Section L.

Direct any questions regarding this solicitation to *[Note to Contracting Officer: Insert name; it should be the Contracting Officer or the procurement staff member responsible for the procurement; it should not be the HR Officer or a member of the HR staff]* by letter or by telephone *[Note to Contracting Officer: Insert telephone number]* during regular business hours.

Please note: Proposals that contain more benefits (even if there is no increase in cost) or fewer benefits than those stated in the solicitation may be deemed technically unacceptable.

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.

Sincerely,

[Note to Contracting Officer: Insert name]
Contracting Officer

SECTION A - MODEL CONTRACT

INSERT SF-33 HERE

You can download this form from the A/OPE website at:

http://aopeed.a.state.gov/content.asp?content_id=81&menu_id=49.

Please make sure you complete the following blocks, at the solicitation stage:

Block 3 – Fill in solicitation number

Block 4 – Check “negotiated”

Block 5 – Fill in date solicitation is issued

Block 7 – Fill in address of Embassy

Block 9 – First blank is obvious; second blank you could refer them back to the provision in Section L that address where to hand-deliver; third blank is due date and time

Block 10A, B, and C – Point of contact needs to be someone in procurement, either the Contracting Officer or the procurement person handling the solicitation.

The Overseas Cookbook, Chapter 5, contains samples and complete instructions on which form to use as the cover form for the contract, and how to complete that form.

SECTION B
PART I: PRICE - HEALTH INSURANCE

[Note to Contracting Officer: Post may include Official Residence Expense (ORE) staff and/or Employee Association Employees (EAEs) under this solicitation/contract, unless you prefer not to include them. If either or all of these are included under this contract, they must be included as riders. Use either Alternate A when ORE staff, EAEs will be covered under this contract and Alternate B when there will be no riders at all.]

ALTERNATE A – Coverage for ORE Staff and EAE Staff

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 ***[Note to Contracting Officer: Insert host country]*** as described in Section C and the Exhibits in Section J. The groups of employees who shall be provided this insurance are listed in C.1.3 (medical) and C.2.3 (life). This insurance shall be provided in accordance with Section C and the Exhibits in Section J.

[Note to Contracting Officer: Include the following clause, modified if necessary, if including OREs and/or EAEs.]

B.1.1. Official Residence Expense (ORE) Staff and ***[Note to Contracting Officer: Enter name of Embassy Employee Association and revise reference as appropriate]*** Embassy Association Employees (EAE) are included under this contract only as a rider; the Contractor shall bill the Chief of Mission and Deputy Chief of Mission (for ORE Staff), and the Embassy Association (for EAEs) at the rates specified below. See Section G for billing procedures.

ALTERNATE B – No Riders

B.1. HEALTH INSURANCE SERVICES

The Contractor shall provide Health Insurance services to employees of the Government of the United States of America in ***[Note to Contracting Officer: Insert host country]***. The groups of employees who shall be provided this insurance are listed in C.1.2. This insurance shall be provided in accordance with Section C and the Exhibits in Section J.

B.2. PRICES

B.2.1 VALUE ADDED TAX.

[Note to Contracting Officer: Include VAT Version A, if the Contractor must submit VAT for this contract to the host government. Include VAT Version B if the host government will not require submission of VAT by the Contractor for this contract.]

VAT VERSION A

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

OR

VAT VERSION B

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.

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

[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right-click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]

B.2.3. Base Year of Contract			
Bi-Weekly Rates per Employee			
<i>[Note to Contracting Officer: Fill in “Estimated Number of Employees” column.]</i>			
Category	Estimated Number of Employees	Rate per Employee	Bi-Weekly Total
a. Single Employees (Self Only)			
b. Family Plan			
c. Subtotal (a + b)			
d. Total Price for Base Year (c x 26)			

[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right-click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]

B.2.4. Option Year 1 of Contract			
Bi-Weekly Rates per Employee			
<i>[Note to Contracting Officer: Fill in “Estimated Number of Employees” column.]</i>			
Category	Estimated Number of Employees	Rate per Employee	Bi-Weekly Total
a. Single Employees (Self Only)			
b. Family Plan			
c. Subtotal (a + b)			
d. Total Price for Option Year 1 (c x 26)			

[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right-click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]

B.2.5. Option Year 2 of Contract			
Bi-Weekly Rates per Employee			
<i>[Note to Contracting Officer: Fill in “Estimated Number of Employees” column.]</i>			
Category	Estimated Number of Employees	Rate per Employee	Bi-Weekly Total
a. Single Employees (Self Only)			
b. Family Plan			
c. Subtotal (a + b)			
d. Total Price for Option Year 2 (c x 26)			

[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right-click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]

B.2.6. Option Year 3 of Contract			
Bi-Weekly Rates per Employee			
<i>[Note to Contracting Officer: Fill in “Estimated Number of Employees” column.]</i>			
Category	Estimated Number of Employees	Rate per Employee	Bi-Weekly Total
a. Single Employees (Self Only)			
b. Family Plan			
c. Subtotal (a + b)			
d. Total Price for Option Year 3 (c x 26)			

[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right-click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]

B.2.7. Option Year 4 of Contract			
Bi-Weekly Rates per Employee			
<i>[Note to Contracting Officer: Fill in “Estimated Number of Employees” column.]</i>			
Category	Estimated Number of Employees	Rate per Employee	Bi-Weekly Total
a. Single Employees (Self Only)			
b. Family Plan			
c. Subtotal (a + b)			
d. Total Price for Option Year 4 (c x 26)			

[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right-click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]

B.2.8. Grand Total of Base plus All Option Years	
Base Year Total	
Option Year 1 Total	
Option Year 2 Total	
Option Year 3 Total	
Option Year 4 Total	
Grand Total of Base 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 must present cost experience data that includes the retention amount. For purposes of any economic price adjustment, this retention amount is a fixed amount that is a part of the premium amounts in B.2. This retention amount will not be adjusted for any reason.

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

[Note to Contracting Officer: Revise this if necessary to conform to the pricing schedules you inserted in B.2. Leave in the following note to offerors for the solicitation, then deletes it for the contract.]

NOTE TO OFFEROR: Fill in the fixed bi-weekly retention amounts for each period of performance and for each category of premium. This fixed amount must 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.3.2.1 Bi-Weekly Retention Amounts per separate premium paid per single employee and per family plan.

Period of Performance	Single Employees (Self Only)	Family Plan
Base Period		
Option Year 1		
Option Year 2		
Option Year 3		
Option Year 4		

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. 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 must include in its proposal for adjustment, details setting forth how the pool impacts the request for equitable adjustment.

PART II: PRICE - GROUP LIFE INSURANCE

[Note to Contracting Officer: Post may include Official Residence Expense (ORE) staff and/or Employee Association Employees (EAEs) under this solicitation/contract, unless you prefer not to include them. If either or both are to be included under this contract, they must be included under a rider. Use either Alternate A when ORE staff and/or EAE will be covered under this contract or Alternate B when there will be no riders at all.]

ALTERNATE A – ORE and EAE Staff Covered

B.5. GROUP LIFE INSURANCE SERVICES

The Contractor shall provide the Group Life Insurance services described herein to employees of the Government of the United States of America in ***[Note to Contracting Officer: Insert host country]***. The groups of employees who shall be provided this insurance are listed in C.2.3. This insurance shall be provided in accordance with Section C and the Exhibits in Section J.

[Note to Contracting Officer: Include the following clause, modified if necessary, if including OREs and/or EAEs and/or Peace Corp.]

B.5.1. Official Residence Expense (ORE) Staff and ***[Note to Contracting Officer: Enter name of Embassy Employee Association and revise reference as appropriate]*** Embassy Association Employees (EAE) and Peace Corp Personal Service Contracts (PSC) are included under this contract only as a rider; the Contractor shall bill the Chief of Mission and Deputy Chief of Mission (for ORE Staff), the Embassy Association (for EAEs) separately, at the rates specified below. See Section G for billing procedures.

ALTERNATE B – No Riders

B.5. GROUP LIFE INSURANCE SERVICES

The Contractor shall provide the Group Life Insurance services described herein to employees of the Government of the United States of America in ***[Note to Contracting Officer: Insert host country]***. The groups of employees who shall be provided this insurance are listed in C.2.2. This insurance shall be provided in accordance with Section C and the Exhibits in Section J.

B.6. GROUP LIFE INSURANCE RATES

This is a fixed-price with economic-price- adjustment-requirements type contract under which the Government will issue firm-fixed price task orders. The fixed prices/premium rates ***[Note to Contracting Officer: State local currency]*** per one thousand ***[Note to Contracting Officer: State other units, as deemed appropriate by the Contracting Officer and revise the remainder of this sentence if not purchasing all 3 types of life and other insurances]*** of salary to provide life insurance, accidental death and dismemberment and partial and total disability coverage are as follows:

[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right-click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]

B.6.1. Base Year of Contract			
Bi-Weekly Rates per Employee			
<i>[Note to Contracting Officer: Fill in “Estimated Payroll” column.]</i>			
Type of Insurance	Premium (per 1,000 of Salary)	Estimated Payroll (Bi-Weekly in Thousands)	Bi-Weekly Total
a. Basic Life			
b. Accidental Death & Dismemberment			
c. Partial & Total Disability Coverage			
d. Subtotal (a + b + c)			
e. Total Price for Base Year (d x 26)			

B.6.2. Option Year 1 of Contract			
Bi-Weekly Rates per Employee			
<i>[Note to Contracting Officer: Fill in “Estimated Payroll” column.]</i>			
Type of Insurance	Premium (per 1,000 of Salary)	Estimated Payroll (Bi-Weekly in Thousands)	Bi-Weekly Total
a. Basic Life			
b. Accidental Death & Dismemberment			
c. Partial & Total Disability Coverage			
d. Subtotal (a + b + c)			
e. Total Price for Option Year 1 (d x 26)			

B.6.3. Option Year 2 of Contract			
Bi-Weekly Rates per Employee			
<i>[Note to Contracting Officer: Fill in "Estimated Payroll" column.]</i>			
Type of Insurance	Premium (per 1,000 of Salary)	Estimated Payroll (Bi-Weekly in Thousands)	Bi-Weekly Total
a. Basic Life			
b. Accidental Death & Dismemberment			
c. Partial & Total Disability Coverage			
d. Subtotal (a + b + c)			
e. Total Price for Option Year 2 (d x 26)			

B.6.4. Option Year 3 of Contract			
Bi-Weekly Rates per Employee			
<i>[Note to Contracting Officer: Fill in "Estimated Payroll" column.]</i>			
Type of Insurance	Premium (per 1,000 of Salary)	Estimated Payroll (Bi-Weekly in Thousands)	Bi-Weekly Total
a. Basic Life			
b. Accidental Death & Dismemberment			
c. Partial & Total Disability Coverage			
d. Subtotal (a + b + c)			
e. Total Price for Option Year 3 (d x 26)			

B.6.5. Option Year 4 of Contract			
Bi-Weekly Rates per Employee			
<i>[Note to Contracting Officer: Fill in "Estimated Payroll" column.]</i>			
Type of Insurance	Premium (per 1,000 of Salary)	Estimated Payroll (Bi-Weekly in Thousands)	Bi-Weekly Total
a. Basic Life			
b. Accidental Death & Dismemberment			
c. Partial & Total Disability Coverage			
d. Subtotal (a + b + c)			
e. Total Price for Option Year 4 (d x 26)			

B.6.6. Grand Total of Base plus All Option Years	
Base Year Total	
Option Year 1 Total	
Option Year 2 Total	
Option Year 3 Total	
Option Year 4 Total	
Grand Total of Base plus All Option Years	

B.7 ADMINISTRATIVE RETENTION AMOUNTS

B.7.1 If the Contractor requests a price adjustment under B.8 below, the Contractor must present cost experience data that includes the retention amount. For purposes of any economic price adjustment, this retention amount is a fixed amount that is a part of the premium amounts in B.6. This retention amount will not be adjusted for any reason.

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

B.7.2 sets forth the retention amounts per premium paid for each category of premium and for each period of performance.

[Note to Contracting Officer: Revise this if necessary to conform to the pricing schedules you inserted in B.6. Leave in the following note to offerors for the solicitation, then removes it for the contract.]

NOTE TO OFFEROR: Fill in the fixed retention amounts for each period of performance and for each category of premium. This fixed amount must 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.7.2 Retention Amounts per Separate Premium Paid per Employee:

Period of Performance	Basic Life	Accidental Death and Dismemberment	Partial and Total Disability Coverage
Base Period			
Option Year 1			
Option Year 2			
Option Year 3			
Option Year 4			

B.8 ECONOMIC PRICE ADJUSTMENT (EPA)-LIFE INSURANCE PREMIUMS

B.8.1. Premium Adjustment Based on Experience: For life insurance, prices may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract. No adjustment will be allowed during the first twelve months. After such time, the Contractor or the Government may request an adjustment in premiums on an annual basis. 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. The 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 select an independent third party to 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.8.2. Premium Adjustment Based on Law: The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the Contractor to perform this contract at the rate contracted for herein. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the premium rate. The Contractor agrees to provide all documentation necessary to support any requested adjustment.

SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

[Note to Contracting Officer: If only health insurance or life insurance coverage is required, you will need to delete the inapplicable paragraphs. Paragraphs C.1.0 through C.1.7 address health insurance and paragraphs C.2.0 through C.2.7 address life insurance. Rather than renumber the remaining paragraphs, as that will affect internal paragraph references in other clauses, please insert a note that the deleted paragraphs are reserved. For example, if only health insurance coverage is part of your solicitation, then delete paragraphs C.2 through C.2.7 and insert the following note: "Paragraph C.2 is Reserved". If only life insurance coverage is part of your solicitation, then delete paragraphs C.1.0 through C.1.7 and insert the following note: "Paragraph C.1 is Reserved."]

[Please note that paragraph C.3 is still applicable, whether the solicitation includes only health or life insurance, or both types of insurance. However, some of these definitions include text that needs to be deleted or in some cases, entire definitions need deletion. Those paragraphs are preceded with a note about the required deletion.]

PART I - HEALTH INSURANCE

[Note to Contracting Officer: If this solicitation/contract will include any health care services, ranging from a physician or nurse on site who performs examinations, then refers the employee to a clinic; to a physician actually providing all services, the Contracting Officer needs to ensure that he/she includes a reference in Section C to the clause which will need to be included in Section I at FAR 52.237-7, "Indemnification and Medical Liability Insurance". See also the note in Section I on this issue.]

C.1. HEALTH INSURANCE SERVICES

The Government of the United States of America requires Health Insurance coverage for its employees as further described in C.1.2 in *[Note to Contracting Officer: Insert host country]*. The Government has determined that the prevailing practice by employers in *[Note to Contracting Officer: Insert host country]* is to provide for their employees health insurance protection and that the cost of such insurance protection is usually borne by both the employee and the employer on a *[Note to Contracting Officer: Fill in how the premium cost is shared. For example, if USG pays 90% and employee 10%, then include that here. If the USG pays the entire premium, reflect that in the preceding language by revising it.]* Health insurance protection will be representative of locally prevailing compensation practice as further described in C.1.2. The specific health benefit coverage under this contract is set forth in Section C and the Exhibits in Section J.

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

[Note to Contracting Officer: C.1.1, C.1.2 and C.1.5 are set forth with Alternate A language and Alternate B language. Alternate A should be used if HR/OE/CM has authorized use of a

post-unique benefits plan. Alternate B should be used if HR/OE/CM has authorized use of the Standard Medical Plan. Whichever you use, delete the header “Alternate A” or “Alternate B” and delete the alternate you are not using. The language for C.1.3 and C.1.4 applies to both types of plan.]

ALTERNATE A – Post-Unique Benefits

C.1.1 Employee and Dependent Health Services Benefits

[Note to Contracting Officer: Delete "and Dependent" from the above title if dependents are not covered.]

The health benefits under this contract are as follows. Reimbursement of covered expenses is limited to the stated percentages of reasonable and customary costs. Proposals that contain more benefits (even if there is no increase in cost) or fewer benefits than stated in the solicitation may be deemed technically unacceptable.

[Note to Contracting Officer: Include the benefit levels and maximum limits authorized by HR/OE/CM. The following list is a sample.]

Reimbursements or payments shall be made for the following covered benefits, subject to reasonable and customary costs in the locality where treatment was provided.

[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right-click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]

Paragraph	Covered Benefit	Employee	Dependent
C.1.1.1.	Hospitalization <i>[DESCRIBE]</i>		
C.1.1.2.	Surgery <i>[DESCRIBE]</i>		
C.1.1.3.	Doctor Visits <i>[DESCRIBE]</i>		
C.1.1.4.	Prescription Drugs <i>[DESCRIBE]</i> including those that suppress opportunistic infections, such as tuberculosis and toxoplasmosis.		
C.1.1.5.	Maternity <i>[DESCRIBE]</i> - including provisions for brief courses of anti-retroviral drugs during childbirth to prevent the transmission of HIV to the employee's child. Duration of treatment is to be determined by the employee's personal physician, following WHO and CDC guidelines.		
C.1.1.6.	Hospital Outpatient Services <i>[DESCRIBE]</i>		
C.1.1.7.	Optical Services <i>[DESCRIBE]</i>		
C.1.1.8.	Dental Services <i>[DESCRIBE]</i>		
C.1.1.9.	Physical Therapy <i>[DESCRIBE]</i>		
C.1.1.10.	Psychiatric Treatment <i>[DESCRIBE]</i>		
C.1.1.11.	Ambulance Service <i>[DESCRIBE]</i>		
C.1.1.12.	Hearing Aids <i>[DESCRIBE]</i>		
C.1.1.13.	Expenses Incurred Out-of-Country <i>[DESCRIBE]</i>		
C.1.1.14.	Other Benefits <i>[DESCRIBE]</i>		
C.1.1.15.	Maximum Limits <i>[DESCRIBE]</i>		

ALTERNATE B

[Note to Contracting Officer: Use the following benefits package verbatim if post is using the Standard Medical Plan model. You may only revise this language if the revisions were authorized by HR/OE/CM.]

C.1.1 Employee and Dependent Health Services Benefits

[Note to Contracting Officer: Delete "and Dependent" from the above title if dependents are not covered.]

C.1.1.1. Hospitalization: 100% reimbursement of room and board for a ward room or semi-private room. 80% reimbursement of room and board for a private room, not to exceed 100% of the cost of a semi-private room. 100% reimbursement of hospital medical expenses including laboratory tests and x-rays, nursing care, operating room costs, intensive care, prescription medicines, and physical therapy. 100% reimbursement of ambulance service.

C.1.1.2 Professional Services and Treatment: 80% reimbursement of doctors' and surgeons' fees incurred while hospitalized, at a hospital on an out-patient basis, at a clinic or doctor's office, or at home. 80% reimbursement for medical services and expenses when not hospitalized such as laboratory tests and x-rays, prescription medicines, physical therapy, routine annual physical examination, and inoculations.

C.1.1.3. Prescription Drugs and Medicines: 100% reimbursement when hospitalized, and 80% reimbursement when not hospitalized, of the cost of medicines and drugs for which a prescription is legally required. Expenses incurred for medicines, vitamins, cold remedies, etc., that are available over the counter without a prescription will not be reimbursed even if prescribed by a physician.

C.1.1.4 For Employees Only: 100% reimbursement for medications to suppress opportunistic infections, such as tuberculosis and toxoplasmosis for employees who have HIV/AIDS. For employee and employee's covered spouse/partner: 100% reimbursement for brief courses of anti-retroviral drugs during childbirth to prevent the transmission of HIV to the employee's child. This expanded coverage generally excludes medications for the long-term suppression of aids through the combination of anti-retroviral drugs at those posts with inadequate local healthcare infrastructures.

The maximum limit for expenses reimbursed under section C.1.1.4 is ***[Note to Contracting Officer: Insert authorized amount]*** per patient per contract year.

C.1.1.5 Obstetrical Care: 100% reimbursement when hospitalized, and 80% reimbursement when not hospitalized, of obstetrical medical care including prenatal and postnatal care.

C.1.1.6 Family Planning: 80% reimbursement of prescribed contraceptive devices and drugs, voluntary sterilization, and diagnosis and treatment of infertility. Not covered is reversal of voluntary sterilization, infertility treatment after voluntary sterilization, genetic counseling, fertility drugs, and assisted reproductive technology.

C.1.1.7 Hearing Aids: 80% reimbursement of the cost of a hearing aid apparatus and related examination. Limited to one apparatus per ear per patient in a three-year period.

C.1.1.8 Optical Care: 50% reimbursement for eye examination and treatment and prescription eyeglass or contact lenses. Limited to two lenses per patient every two years. No reimbursement for eyeglass frames, nonprescription lenses, or tinting.

C.1.1.9 Dental Care: 50% of expenses for dental services including dentists' fees, x-rays, examination and treatment, cleaning, fillings, extractions, false teeth, crowns, and bridges. Orthodontia treatment is covered only if treatment begins before age 15, unless required as the result of an accident. A maximum of four years of orthodontia treatment will be covered per patient.

C.1.1.10 Psychiatric Treatment: 50% reimbursement.

C.1.1.11 Medical Expenses Incurred Out of Country:

[Note to Contracting Officer: Retain the option below which post requested and HR/OE/CM authorized. Delete the other two options.]

[Option 1] Medical expenses incurred out of country will not be covered.

[Option 2] Medical expenses incurred out of country will be covered only for an employee when on official travel and when the treatment is medically necessary before the employee returns to post. Reimbursement will be made at the same percentage rate and subject to the same annual maximum limit as for expenses incurred in country.

[Option 3 (Available only if post's plan includes dependent coverage)] Medical expenses incurred out of country will be covered for employees and dependents when (a) an illness or injury occurs when the individual is out of the country and treatment is medically necessary before the individual returns home or (b) the individual's attending physician certifies in advance that such treatment is medically necessary and unavailable locally. Reimbursement will be made at the same percentage rate and subject to the same annual maximum limit as for expenses incurred in country.

C.1.1.12 Transportation for Out of Country Treatment

[Note to Contracting Officer: Retain the option below which post requested and HR/OE/CM authorized. Delete the other two options.]

[Option 1] Transportation for out of country treatment is not a covered expense.

[Option 2] Transportation for out of country treatment is a covered expense for employees only. The employee's attending physician must certify in advance that the treatment is medically necessary and unavailable locally. 80% of the patient's transportation expenses by the least expensive, appropriate means of transportation to the nearest city with adequate medical facilities will be reimbursed. 80% of the transportation expenses of an attendant will be reimbursed if the patient's attending physician certifies that an attendant for the patient is necessary, e.g., a family member to make medical decisions in the case of a patient who is unconscious. All reimbursements for transportation expenses are subject to the annual maximum limit.

[Option 3 (Available only if post's plan includes dependent coverage)]
Transportation for out of country treatment is a covered expense for employees and dependents. The patient's attending physician must certify in advance that the treatment is medically necessary and unavailable locally. 80% of the patient's transportation expenses by the least expensive, appropriate means of transportation to the nearest city with adequate medical facilities will be reimbursed. 80% of the transportation expenses of an attendant will be reimbursed if the patient's attending physician 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 unconscious. All reimbursements for transportation expenses are subject to the annual maximum limit.

C.1.1.13 Annual Maximum Limit - THE maximum annual reimbursement per patient per contract year, not including expenses covered under c.1.1.4, is ***[Note to Contracting Officer: Insert authorized amount]*** per patient per contract year.

[ALTERNATE A – Post-Unique Benefits]

C.1.2 Health Benefits Conditions and Limitations.

Conditions and limitations on the entitlement to health care under this contract are as follows:

[Note to Contracting Officer: Consult with HR Officer and HR/OE/CM to develop specific coverage to be included here. This is where all of the excluded benefits (e.g. elective cosmetic surgery) are listed.]

ALTERNATE B

[Note to Contracting Officer: Use the following list of excluded benefits verbatim if post is using the Standard Medical Plan model. You may only revise this language if the revisions were authorized by HR/OE/CM.]

C.1.2 Health Benefits Conditions and Limitations

There is no reimbursement for elective cosmetic surgery; spa cures; rejuvenation cures; massage; exercise therapy; long term rehabilitative therapy; eyeglass frames; non-medical hospital charges such as telephones or television; home help, family help, or similar household assistance; fees of persons who are not licensed physicians or nurses; or services or supplies which have not been prescribed or approved by a physician or nurse.

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

There is no reimbursement for expenses related to an illness or injury that is a result of an unlawful action on the part of the patient; the practice of a dangerous sport; excessive or illegal use of alcohol or drugs; a self-inflicted wound; or service in the armed forces of any country.

[Note to Contracting Officer: Include following statement(s) if post opted not to cover out of country expenses (option 1 in C.1.1.11) or not to cover transportation expenses for out of country coverage (option 1 in C.1.1.12).]

There is no reimbursement for medical expenses incurred outside of ***[Note to Contracting Officer: Insert name of host country]***. There is no reimbursement for round trip transportation expenses to travel out of country for medical treatment.

C.1.3 Eligible Participants

C.1.3.1 Eligible Employees - The employees eligible for the health insurance services include the following:

C.1.3.1.1 All current active employees of the United States Government, employed within the geographic boundaries of ***[Note to Contracting Officer: Insert host country]*** paid under the Local Compensation Plan, and certified by the Contracting Officer. Covered employees include

C.1.3.1.2. Foreign Service Nationals (FSNs) employed under direct hire appointments, Personal Services Agreements (PSAs) and Personal Services Contracts (PSCs);

C.1.3.1.3. Locally hired U.S. citizens employed under direct hire appointments, PSAs, and PSCs.

C.1.3.2 Location of Employment

The individuals covered by C.1.3.1 must be employed within the geographic boundaries of *[Note to Contracting Officer: List host country]* by:

[Note to Contracting Officer: List U.S. Government agencies, e.g., Department of State, U.S. Agency for International Development, etc.]

[Note to Contracting Officer: Add one or both of the following paragraphs, if appropriate, if ORE Staff and/or EAEs are included under a rider. If only EAEs are included, mark C.1.3.3.1 "Reserved" so the numbering remains consistent.]

C.1.3.3 Participants Covered Under a Rider

C.1.3.3.1 All current active employees of the Chief of Mission and the Deputy Chief of Mission assigned to their respective official Government residences and paid under an ORE account (see separate rider, Exhibit B). All costs for ORE employees are the responsibility of the employing officer, not the U.S. Government.

C.1.3.3.2 All current active employees of the Employee Association at Embassy/Consulate *[Note to Contracting Officer: Fill in name of post]* (see separate rider, Exhibit C). All costs for *[Note to Contracting Officer: Enter name of Embassy Employee Association and revise reference as appropriate]* EAEs are the responsibility of the Employee Association, not the U.S. Government.

C.1.4 Individuals Not Eligible for Coverage

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

ALTERNATE A

C.1.5. Other Eligible Participants

The following additional categories of persons are covered by this insurance:

[Note to Contracting Officer: Define participants such as a spouse, children and any other individuals who through a blood or other relationship with the enrolled employee are eligible for coverage, as authorized by HR/OE/CM.]

ALTERNATE B

[Note to Contracting Officer: Use the following benefits package verbatim if post is using the Standard Medical Plan model and dependent coverage was authorized by HR/OE/CM. You may only revise this language if the revisions were authorized by HR/OE/CM.]

C.1.5 Other Eligible Participants

Covered dependents include the participating employee's spouse and children. A limit of one spouse per employee is covered. An eligible child is defined as the employee's natural child, adopted child, stepchild, or foster child. The child must be unmarried, economically dependent upon the employee, and reside with the employee unless away at school. An eligible child will be covered until the end of the contract year in which he/she reaches age 18, or age 22 if a full time student. There is no age limit for a child who is physically or mentally handicapped so as to be unable to live independently. There is no limit on the number of children covered per employee.

C.1.6 Eligibility

C.1.6.1 Term of Eligibility and Effective Date

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

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

C.1.6.2 Period of Ineligibility.

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

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

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

C.1.7. BROCHURE REQUIREMENT.

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

C.1.7.2. The Contractor shall provide the document described in C.1.7.1 to the COR not later than [*Note to Contracting Officer: Fill in the number of days*] after date of contract award. The Contractor shall provide additional brochures for new employees within ten (10) days of the COR's request.

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

PART II: GROUP LIFE INSURANCE

[Note to Contracting Officer: If only health insurance coverage is part of your solicitation, then delete paragraphs C.2.0 through C.2.7 and insert the following note: "Paragraph C.2 is Reserved".]

C.2.0 GROUP LIFE INSURANCE

The Government of the United States of America requires group life insurance coverage for its employees, as further described in C.2.2, in ***[Note to Contracting Officer: Insert host nation]***. The Government has determined that the prevailing practice by employers in ***[Note to Contracting Officer: Insert host nation]*** is that group life insurance coverage is representative of locally prevailing compensation practice and that the cost of such insurance protection is usually borne by both the employee and the employer on a ***[Note to Contracting Officer: Fill in how the premium cost is shared. For example, if USG pays 90% and employee 10%, then include that here. If the USG pays the entire premium, reflect that in the preceding language by revising it.]*** Therefore, the Government desires to adopt such locally prevailing practice as part of its compensation plan for its employees as further described in C.2.2. The specific group insurance coverage under this contract is set forth in this part of Section C and the Attachments in Section J.

C.2.1. Group Life Insurance Coverage.

The amount of group life insurance coverage is as follows:

C.2.1.1 Amount of Employee Life Insurance.

The amount of life insurance coverage for each employee is based upon

[Note to Contracting Officer: Add description as authorized by HR/OE/CM; examples may include the basic salary of the individual; each employee is eligible for a face amount of coverage that is equal to _____ times his or her monthly basic salary, not to exceed _____.]

C.2.1.2 Amount of Accidental Death and Dismemberment Coverage.

The employee's estate or employee will receive an amount equal to ***[Note to Contracting Officer: Include number of times.]*** times the amount of monthly basic salary, in addition to the life insurance benefit in C.2.1.1, in the event the employee is killed in an accident. ***[Note to Contracting Officer: Describe or include examples if deemed necessary. Describe dismemberment coverage, if any, as authorized by HR/OE/CM.]***

[Note to Contracting Officer: Add the following, with specifics, if you seek to purchase total or partial disability coverage and inclusion of that coverage has been authorized by HR/OE/CM.]

C.2.1.3 Partial and Total Disability Coverage

[Note to Contracting Officer: Fill in specifics]

C.2.2 Life Insurance Benefits Conditions and Limitations.

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

[Note to Contracting Officer: Consult with HR Officer and HR/OE/CM to develop specific coverage to be included here. This is where all of the excluded benefits (e.g. deaths occurring as a result of suicide) are listed.]

C.2.3. Eligible Participants.

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

C.2.3.1.1 All current active employees of the United States Government, employed within the geographic boundaries of ***[Note to Contracting Officer: Include host country]***, paid under the Local Compensation Plan, and certified by the Contracting Officer. Covered employees include:

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

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

C.2.3.2 Location of Employment

C.2.3.2 The individuals covered by C.2.3.1 must be employed within the geographic boundaries of ***[Note to Contracting Officer: Include host country]*** by:

[Note to Contracting Officer: List U.S. Government agencies, e.g., Department of State, U.S. Agency for International Development, etc.]

[Note to Contracting Officer: Add one or both of the following paragraphs, if appropriate, if ORE Staff and/or EAEs are included under a rider. If only EAEs are included, mark C.2.3.3.1 "Reserved" so the numbering remains consistent.]

C.2.3.3 Participants Covered Under a Rider

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

C.2.3.3.2 All current active employees of the Employee Association at Embassy/Consulate [*Note to Contracting Officer: Fill in name of post*] (see separate rider, Exhibit C). All costs for [*Note to Contracting Officer: Enter name of Embassy Employee Association and revise reference as appropriate*] EAEs are the responsibility of the Employee Association, not the U.S. Government.

C.2.4 Individuals Not Eligible for Coverage

C.2.4.1. New employees who have reached the age of [*Note to Contracting Officer: Fill in the appropriate age based on local custom as authorized by HR/OE/CM*] prior to entering on duty with the U.S. Government will not be eligible for life insurance coverage.

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

C.2.5. Other Eligible Participants

The following additional categories of persons are covered by this insurance:

[*Note to Contracting Officer: Define participants such as a spouse, children and any other individuals who through a blood or other relationship with the enrolled employee are eligible for coverage, as authorized by HR/OE/CM.*]

C.2.6 Eligibility and Effective Date

C.2.6.1. Term of Eligibility and Effective Date

Each current active eligible employee is enrolled for life insurance [*Note to Contracting Officer: If this section includes more than life insurance, for example, disability benefits, then revise "life insurance" to read "life insurance and disability benefits"*] benefits under this contract upon award and thereafter during the performance period of this contract. Each new eligible employee will be enrolled upon entering on duty with the United States Government. An employee is considered active ("on the rolls") whenever such employee is on approved leave, whether paid or unpaid.

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

C.2.6.2. Period of Ineligibility

Employees are not entitled to life insurance [*Note to Contracting Officer: If this section includes more than life insurance, for example, disability benefits, then revise "life insurance" to read "life insurance and disability benefits"*] hereunder during any period of employment for which premiums are not paid.

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

C.2.7. Brochure Requirement

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

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

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

[Note to Contracting Officer: Include C.3.0, whether the solicitation is only for health or life insurance, or for both. However, you will need to revise this listing if the solicitation only covers one type of insurance, as some of the definitions are only applicable to health or to life insurance.]

[Note to Contracting Officer: To use or edit the spreadsheet below – 1) Right-click anywhere within the spreadsheet. 2) Select “Worksheet Object”, then click “Edit”. 3) In “Edit”, you can insert quantities, prices, etc. using the sample, or edit it to meet Post’s needs.]

C.3.0 DEFINITIONS	
FMO	The Financial Management Officer (FMO) or the paying office for all U.S. Government Agencies, except U.S. AID.
COR	Contracting Officer's Representative (COR) is the Human Resources Officer (HRO) at post.
Contributory Insurance	Insurance for which the employee contributes toward the premium.
Customary and Reasonable Treatment	A diagnostic test or medical treatment which is usually performed in the community where the individual is being treated.
Dependent	<i>[Note to Contracting Officer: Include definition of covered dependents, as authorized by HR/OE/CM. If policy covers both health and life insurance, separately define covered dependents for each type of insurance.]</i>
Disability - Total and Permanent	A physical or mental impairment which precludes the individual from performing ordinary motor or bodily functions and which requires separation from employment. If the impairment is the result of a previous impairment, it shall be considered a continuation of the prior impairment.
Employee	An individual employed by the U.S. Government, under a direct-hire appointment, personal services contract (PSC), or personal services agreement (PSA), as further defined in Section C.1.3 for health insurance and C.2.3 for life insurance. <i>[Note to Contracting Officer: Only include reference to ORE Staff and Peace Corp PSCs and enter name of Embassy Employee Association if covered under the contract.]</i> This may also include ORE Staff, EAE, and Peace Corp PSCs, if this category of individual is listed as participating under a rider in C.1.3.3 for health insurance and C.2.3.3 for life insurance.
Employer	The United States Government or in the case of ORE and <i>[Note to Contracting Officer: Enter name of Embassy Employee Association and revise reference as appropriate]</i> EAE employees, the Chief of Mission/Deputy Chief of Mission and the Employee Association, respectively.
GSO	General Services Officer in charge of the General Services Office at post. This officer is usually the Contracting Officer (CO) for this contract.
Hospital	An institution established and operated for the care and treatment of sick and injured persons. It provides 24-hour nursing care and has diagnostic, laboratory, treatment, and surgical facilities. Any institution which does not meet this definition is not considered a hospital.
Hospital Patient	An individual who has been admitted to a hospital, is assigned a bed, and is given diagnostic tests or receives treatment for a disease or an injury.
Maximum Benefit	The total amount that will be paid to any one covered individual for covered medical expenses or life insurance/disability benefit.
Physician	An individual who has graduated from an accredited medical school and is licensed to practice medicine in the jurisdiction in which the contract is to be performed. If the individual is a medical specialist, then he or she is Board Certified in that specialty
Surgical Procedure	Any invasive medical procedure by manual or instrument operation undertaken for diagnosis or treatment of a diseased patient.

SECTION D
PACKAGING AND MARKING

(RESERVED)

**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.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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
<u>Services</u> Performs all the insurance services set forth in the Performance Work Statement (PWS)	C.1.0 thru C.3.0	All required services are performed and no more than one (1) <i>[Note to Contracting Officer: Insert different number if desired]</i> customer complaint is received per month <i>[Note to Contracting Officer: Add other measures as desired]</i>

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 one (1) *[Note to Contracting Officer: Insert other number if desired]* customer complaint 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.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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 *[Note to Contracting Officer: The beginning date may be based upon a fixed number of days following award (such as 30 days following contract award) or an exact date.]* with *[Note to Contracting Officer: Insert a number of option years, up to 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:

SECTION G
CONTRACT ADMINISTRATION DATA

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

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

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

G.2 COR DUTIES

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

G.2.2 In addition, the COR shall maintain updated list of employees and dependents insured, which will supersede the initial list provided under this contract and as reported to the insurer [*Note to Contracting Officer: Add "through the broker" if the Contractor is a broker*], without prejudice to the ineligibility clause.

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

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

G.3. Payment shall be made in [*Note to Contracting Officer: Insert name of local currency or other currency, as authorized by HR/OE/CM*].

G.4 SUBMISSION OF INVOICES AND PAYMENT

G.4.1. Invoices for U.S. Government employees shall be submitted in an original and three (3) copies to the following address (designated billing office only for the purpose of submitting invoices):

[Note to Contracting Officer: Complete this by filling in address of FMO]

[Note to Contracting Officer: You have a number of choices with G.4.2. You'll note that in H.3 you may choose monthly or quarterly for issuance of task orders. You now have to decide (1) frequency with which Contractor may invoice and (2) whether you will allow payment of the premium at the beginning of the covered period, or whether payment will be at the end of the covered period. You'll need to revise G.4.2 accordingly. Select Alternate A if payments will be made at the end of the covered period. Select Alternate B if payments will be made at the beginning of the covered period. You may need to revise the clause, especially Alternate B, to fit the frequency of payments.]

ALTERNATE A – Payments at End of Covered Period

G.4.2. Frequency of Payments. All funds under this contract will be obligated by issuance of task orders, as described in H.3. Each task order will fund a specific period of time and number of employees, and the task orders will be issued at the frequency described in H.3. All payments under this contract will be made at the conclusion of the period covered. Invoices may be submitted monthly with payments being made monthly by the Government.

ALTERNATE B – Payments at Beginning of Covered Period

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

[Note to Contracting Officer: Add one or both of the following paragraphs, if appropriate, if ORE Staff and/or EAEs or Peace Corp are included under a rider. If only EAEs are included, mark G.4.4 "Reserved" so the numbering remains consistent.]

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

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

[Note to Contracting Officer: Insert this clause if your contract will allow payments at the beginning of the insured period, rather than at the end of that period. For example, suppose your contract will allow quarterly payments. If your contract allows the Contractor to invoice at the beginning of the month with payment made not later than 30 days after receipt of that invoice, insert the following clause. But if the Contractor may not invoice until the end of that quarter, then do not include the following clause. The purpose of this clause is to provide a requirement for the Contractor to refund excess payments that may have been invoiced and paid. This could happen if you've issued a task order covering 100 employees for that quarter, but by the end of that quarter, the number of employees has dropped to 98.]

If funds other than ICASS funds are used under this contract, the issue on credits and refunds becomes a bit more complex due to use of multiple fund cites and the fact that the funds may have a fiscal year identify. The following information was provided by RM/GFS/FPRA/FPMC who also consulted with L/LM:

Refunds that are received as expenditure refunds for overpayments should be credited to the original funding source (appropriation/allotment). If the appropriation/allotment has not expired, the amounts refunded may still be available for re-obligation (no-year funds) or adjustment to existing obligations (single year funds for up to five years).

The expenditure refunds for the overpayments do not have to be returned to Treasury unless the appropriation/allotment is closed (e.g., over 5 years for a single year appropriation).

To keep it simple, if the funding is x-year, the credit is likely to be the best option. If single year, it may depend on when the credit will be given. Sometimes a refund would be the appropriate option.]

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.

[Note to Contracting Officer: If you did not include the “Refunds” clause above, mark G.5 “RESERVED”]

G.6 VALUE ADDED TAX.

[Note to Contracting Officer: Include VAT Version A, if the Contractor must submit VAT for this contract to the host government. Include VAT Version B if the host government will not require submission of VAT by the Contractor for this contract.]

VAT VERSION A

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

OR

VAT VERSION B

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 *[Note to Contracting Officer: Check applicable box]* monthly, quarterly basis. This new task order will include all changes made since the previous task order was issued and will include any increase or decrease in necessary funding. The changes to the list of eligible individuals will supersede the initial list provided under prior task orders without prejudice to the ineligibility clause. Task orders will indicate the effective date of employment, for purposes of calculating the premium due.

[Note to Contracting Officer: Before providing the Contractor with a revised listing of insurees that would increase the amount due to the Contractor, the COR shall ensure that sufficient funds have been reserved for any increase. These are the funds to be obligated by the Contracting Officer when issuing the task order.]

H.3.1. *[Note to the Contracting Officer: Only include the following sentence, modified as necessary, if ORE, EA employees are covered under this contract. Also enter name of Embassy Employee Association and revise reference as appropriate.]* The ORE staff, EA employees under separate riders are not included under the task orders issued by the Contracting Officer. Because their coverage is under a rider, their employer is responsible for directly interacting with the Contractor to order any coverage for their employees. When contacted by the employer, the Contractor shall advise the employer of the paperwork and payment that will be necessary to order coverage for the identified individuals. Because more than one employer may have ORE staff, the Contractor may be contacted by more than one employer (typically the Chief of Mission and Deputy Chief of Mission).

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

[Note to Contracting Officer: Revise the following to fit the post requirements. For instance, in paragraph (a)(1), there may be no ceiling on annual reimbursements, in which case the text will require revision. Additionally, the clause contains references that only apply to either health insurance or life insurance. If the procurement does not include both types of insurance, you will need to revise the clause accordingly.]

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.

[Note to Contracting Officer: Select one of the following two paragraphs (4). Additionally, if the Contractor pays the provider directly, as opposed to reimbursing the employee, who pays the provider, then you will need to revise the paragraph appropriately.]

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

OR

(4) The Contractor shall provide employee claim reimbursement checks to the COR for disbursement to the employee not later than the Tuesday which is two weeks after the claim has been submitted.

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

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

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

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

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

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

(c) Payment of Life Insurance Benefits to Beneficiaries. The Contractor shall settle life insurance claims as follows:

(1) The Contractor shall provide forms for the designation of beneficiaries for the life insurance benefits to the COR. The COR shall have all enrolled eligible employees complete designation of beneficiary forms and keep them in their personnel folders, ORE staff folders, or EAE folders. Upon the death of an enrolled employee, the COR shall provide this form to the Contractor.

(2) The Contractor shall pay the employee's named beneficiary, legal heir, or estate the total amount of the claim within 60 days from the date the Contractor receives a completed dismemberment or death claim. Payment shall be computed on the basis of the coverage as defined in Section C.2.0 and its subparagraphs.

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

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

[Note to Contracting Officer: Include any additional reports, which will be required.]

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 ***[Note to Contracting Officer: Insert host country]*** 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 ***[Note to Contracting Officer: Insert host country]*** 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>

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 a network “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
	<i>[Note to Contracting Officer: Delete 52.203-13 if the estimated requirement is under \$5,000,000]</i>
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- [Note to Contracting Officer: If contractor personnel on USG property add clause 52.204-9]*
- 52.204-9 PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL
(JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER
SUBCONTRACT AWARDS (JULY 2013)
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER
MAINTENANCE (DEC 2012)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY
2013)
- 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
- 52.209-9 UPDATES OF INFORMATION REGARDING RESPONSIBILITY
MATTERS (JULY 2013)
- [Note to Contracting Officer: Add clause 52.210-1 if the estimated
contract value is over \$5,000,000]*
- 52.210-1 MARKET RESEARCH (APR 2011)
- 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
- 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 (NOV 2013)

[Note to Contracting Officer: Use 52.222-50, ALT I if local law identifies off limit establishments]

52.222-50	COMBATting TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
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 (JAN 1986)
52.232-25	PROMPT PAYMENT (JULY 2013)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.232-34	PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)
52.233-1	DISPUTES (JUL 2002) 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)
52.246-25	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. FAR CLAUSES INCORPORATED IN FULL TEXT

[Note to Contracting Officer: Add in full text if a US small business could be potential offeror or subcontractor or if the government estimate for the solicitation will meet the WTO acquisition threshold of \$202,000]

52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

52.216-18 ORDERING (OCT 1995)

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

[Note to Contracting Officer: For this entire clause insert all dollar figures or quantities where indicated. The minimum order amount is normally smaller than the contractual minimum. The amounts filled in under subparagraph (b) for maximum order, combination of orders and series of orders is many times the same amount for all three fill-ins. Make sure it is sufficiently high so that any single order will not exceed it. For example, if you plan to place quarterly task orders, then make sure the maximum order amount is at least as high as a quarterly order will be.]

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ***[Note to Contracting Officer: Insert dollar figure or quantity]***, 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 ***[Note to Contracting Officer: Insert dollar figure or quantity]***;

(2) Any order for a combination of items in excess of ***[Note to Contracting Officer: Insert dollar figure or quantity]***; or

(3) A series of orders from the same ordering office within ***[Note to Contracting Officer: Insert days]*** 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 *[Note to Contracting Officer: Insert Days]* 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.

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 deliveries under this contract after *[Note to Contracting Officer: Insert number of calendar days – the number should be based on how long it should take the Contractor to complete a task order issued the last day of the performance period.]*

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [*Note to Contracting Officer: Insert a number of months or years, up to 60 months or 5 years.*] (months)(years).

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

Funds are not presently available for performance under this contract beyond 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.

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.

[Note to Contracting Officer: Include the following clause if any type of health care services will be provided. This would include services ranging from a simple examination as a precursor to referring employees to a designated clinic or health care facility to services that include performance of actual medical procedures and dispensing of medications. Please note that the clause has a fill-in.]

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

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

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

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

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

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

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

****[Note to Contracting Officer: Insert the dollar value(s) of standard coverage(s) prevailing within the local community as to the specific medical specialty, or specialties, concerned, or such higher amount as the Contracting Officer deems necessary to protect the Government's interests.]***

I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR)
CLAUSES, 48 CFR CH. 6 - Included in Full Text:

[Note to Contracting Officer: Insert the clause at 652.204-70, Department of State Personal Identification Card Issuance Procedures, in solicitations and contracts that require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems.]

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.

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.

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

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

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

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

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

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

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

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

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

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

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

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

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

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

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

652.229-71 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.

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

All work shall be performed during [*Note to Contracting Officer: Fill in time and days*] except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

- (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

[Note to Contracting Officer: Add local holidays to this list.]

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

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

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.

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.

[Note to Contracting Officer: Add 652.229-70, below, if you anticipate US firms submitting proposals]

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.

[Note to Contracting Officer: See instructions on whether to add DBA clause 652.228-71 Worker's Compensation Insurance (Defense Base Act) – Services (JUNE 2006) – if this clause is inserted mark paragraphs b, c, d, e, and f as “RESERVED.”

SECTION J
LIST OF EXHIBITS/ATTACHMENTS

[Note to Contracting Officer: Exhibit A shall not include actual employee names or other data, which would identify specific individuals. Rather, it is a generic listing that is intended to notify contractor regarding how many employees fall into each salary category.]

Exhibit A – EMPLOYEE STATISTICS

[Note to Contracting Officer: Only include this exhibit if ORE employees are covered under the contract.]

Exhibit B - ORE EMPLOYEES RIDER

[Note to Contracting Officer: Only include this exhibit if EAE employees are covered under the contract.]

Exhibit C – EMPLOYEE ASSOCIATION EMPLOYEES RIDER

**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.

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.

K.3. 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 _____

K.4 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.

52.204-8 Annual Representations and Certifications (Jul 2013)

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

(2) The small business size standard is **\$35.5 Million USD**.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

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

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

- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvii) [52.225-4](#), Buy American Act—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 \$77,494, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[Contracting Officer check as appropriate.]

__ (i) [52.219-22](#), Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

__ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

__ (vi) [52.227-6](#), Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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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.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense

in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

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

(D) Have or, have not or, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(2) *Examples.*

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

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

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

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

(ii) The Offeror has or 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.

K.7 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:

K.8 652.225-70 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.

Proposal Note: If the offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. 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>.

K.9 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES
(JUNE 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local Nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws		Local Nationals: _____ Third Country Nationals: _____

(b) The Contracting Officer has determined that for performance in the country of *[Note to Contracting Officer: Insert country of performance and check the appropriate block below]*

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

K.10 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation. (May 2011)

(a) *Definition.* "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) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

(c) *Representation.* By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. SUBMISSION OF OFFERS

This solicitation is for the provision of insurance and services described in Sections C and J, under the terms and conditions set forth herein. Offerors may submit proposals for both health and life insurance services or may submit proposals on only one insurance plan, Part I-Health Insurance or Part II-Group Life Insurance.

[Note to the Contracting Officer: The Contracting Officer may need to modify L.1 depending on the types of insurance required under this solicitation. Similar changes may also be necessary for L.4.]

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

Volume	Title	Number of Copies
1	Executed Standard Form 33, Solicitation Offer and Award, and completed Section K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	2
2	Price Proposal and completed Section B: Supplies or Services and Price/Costs	2
3	Technical Proposal containing all technical factors and sub-factors	4

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

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

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

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

(a) Price proposal for the base year of both insurance programs or for only one program;

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

L.4.3. Volume 3 -- Technical Proposal

L.4.3.1 Management Approach

(a) Understanding of the Requirement.

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

employees will be contained, and, a description of how the experience rating would be determined in regards to Section B.4.

(ii) Proposals shall contain only the benefit levels stated in Section C. Proposals offering benefit levels greater or less than those levels required in Section C may be rejected as unacceptable.

(b) Plan Administration.

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

- Providing the insurance
- Maintaining adequate reserves to pay claims, including accounting procedures
- Administering and prompt payment of insured claims for reimbursement
- Procedures for reviewing claims (including where and how claims will be processed and settled)
- Description of the system for tracking utilization of services by claimants by diagnostic or other actuarial categories/profiles and comparing them against regional or national norms
- Availability of central point of contact and phone number for employees to call regarding claims or information
- Providing periodic reporting and accounting of financial results of the plan, including reporting formats
- Procedures and rates for converting from group insurance to individual insurance policies
- The overall management of the contract.

L.4.3.2.1. Experience and Past Performance.

List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (a) Customer's name, address, and the telephone numbers of previous contractors for whom similar insurance and services were provided;
- (b) Contract number and type of contract;
- (c) Date and place of performance of the contract and delivery dates and period of performance;
- (d) Scope of the contract, i.e., types of insurance provided and range of population covered, as well as total dollar amount;
- (e) Brief description of the performance requirements;
- (f) Comparability to the work required under this solicitation;
- (g) Brief discussion of any major technical problems and their resolutions.

L.4.3.2.2 Licensing Information

The offeror shall include a notarized copy of the most current license/certificate/-accreditation, which demonstrates that the offeror is licensed/certified/accredited or otherwise authorized by the Government of **[Note to Contracting Officer: Insert country name]** 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 **[Note to Contracting Officer: Insert country name]** it must demonstrate that it is licensed/certified/accredited by a government other than **[Note to Contracting Officer: Insert country name]** to provide health insurance for persons in **[Note to Contracting Officer: Insert country name]** and must demonstrate its capacity to provide health benefits in **[Note to Contracting Officer: Insert country name]** 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 **(country name)** or its agents.

Failure to demonstrate that the offeror is an authorized insurance company permitted to write and administer health insurance policies in **[Note to Contracting Officer: Insert country name]** 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.

[Note to Contracting Officer: One of the most important things, which affect insurance rates is the “pool” in which the policy holders are contained. Contracting Officers may want to require the offeror to describe the pool of coverage in which participants will be contained, and a description of alternatives, which could be entertained if the economic price adjustment clause(s) is ever invoked. If you do choose to require this information, recommend that you include L.4.3.4. below.]

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.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

[Note to Contracting Officer: Include provisions 52.209-7 and 52.209-9 if the estimated contract value is over \$500,000]

- 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
- 52.214-34 SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
- 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

L.6 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

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

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

L.6.2 ECONOMIC PRICE ADJUSTMENT

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

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

(a). Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from *[Note to Contracting Officer: Designate the official or location where a protest may be served on the Contracting Officer.]*

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

L.7. 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

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

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

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

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

[Note to Contracting Officer: Complete this subsection with the (1) date, time and location of the conference; (2) name, telephone number and fax number of point of contact; see FAR 15.40-9 for purpose and guidance.]

L.8. PRE-PROPOSAL CONFERENCE

L.8.1. A pre-proposal conference to discuss the requirements of this solicitation will be held on *[Insert date]* at *[Insert time]* at the *[Insert location]*. Offerors interested in attendance should contact the following individual:

Name:
E-mail:
Telephone Number:
Fax Number:

L.8.2. Offerors are urged to submit written questions at least three days before the scheduled pre-proposal conference date, using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

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

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

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

L.9 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past *[Note to Contracting Officer: Insert number of years]* years;

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

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

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

[Note to Contracting Officer: See instructions on whether to add DBA provision 652.228-74 DEFENSE BASE ACT INSURANCE RATES – LIMITATION (JUNE 2006)]

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, "covered contractor employees" includes the following individuals:

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

(b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for the DBA insurance:

Services @ *[Note to Contracting Officer: Insert current rate]* of employee compensation; or

Construction @ *[Note to Contracting Officer: Insert current rate]* of employee compensation.

(c) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/proposal using the foregoing rate. Bidders/offerors shall include the estimated DBA insurance costs in their proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid proposal."

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 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.

[Note to Contracting Officer: Customize as appropriate. Sometimes only Section C items are mandatory.];

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 the Exhibit(s). The Government may reject, as technically, unacceptable proposals that:

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

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

(ii) The demonstration that the offeror is licensed/certified/accredited or otherwise authorized by the government of ***[Note to Contracting Officer: Insert host country]*** 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 ***[Note to Contracting Officer: Insert host country]***, 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 ***[Note to Contracting Officer: Insert host country]*** and must demonstrate its capacity to provide health benefits in ***[Note to Contracting Officer: Insert host country]*** to meet the minimum requirements and other conditions set forth in this solicitation; and,

(iii) 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).

[Note to Contracting Officer: Use Option A if the solicitation is only for either health insurance or life insurance and use Option B if the solicitation is for both health and life insurance]

Option A - Health OR Life Insurance:

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.

Option B – Health AND Life Insurance:

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 Government will make either one or two awards as a result of this solicitation. If one award is made it will be for both the health and the life insurance requirements. If two awards are made one award will be for all of the health insurance requirements and one award will be for all of the life insurance requirements. The Government will determine the best value to the Government in deciding on whether to make one or two awards.

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).

[Note to Contracting Officer: Insert FAR 52.225-17 in full text if you will be allowing offers to be submitted in more than one currency (U.S. dollars or local currency).]

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.