SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES
		1 of 73

2. CONTRACT (Proc. Inst. Ident.) NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	S-CO200-12-R-0002	_ SEALED BID (IFB) x NEGOTIATED (RFR)	April 24, 2012	PR1372021

7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than item 7)
AMERICAN EMBASSY BOGOTA CARRERA 45 NO. 24B-27, ATTN: GSO BOGOTA COLOMBIA **Phone: 571-275-2479** **Fax:** +57-1-275-2152	CO200	**SAME AS BLOCK #7**

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specificed, in the depository located in CRA 45 #24B-27 POST 2 until May 25, 2012 (date) local time 16:00 (hour).
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all tems and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)	C. E-MAIL ADDRESS
57-1-275-2479	**Carolyn A. Hightower/ Edwin Agudelo**	+57-1-275-2238/2479	HightowerCA@state.gov AgudeloEY@state.gov

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inseted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See section I, Clause No 52.232-8)	SEE 14	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

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

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

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

AWARD (To be completed by Government)

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

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: _ 10 U.S.C. 2304(c)( ) _ 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM

24. ADMINISTRATION BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE

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

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

11. SCHEDULE
(Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Life insurance services for the locally employed staff in the U.S. Embassy in Bogota. One base year period plus four additional (12 month) option years: *BASE YEAR *OPTION YEAR ONE *OPTION YEAR TWO *OPTION YEAR THREE *OPTION YEAR FOUR Funding Information: Total: $0.00 ---------- $0.00	1.00	EA	$0.00	$0.00

Standard Form 33

SECTION B
PART I PRICE - HEALTH INSURANCE

B.1. HEALTH INSURANCE SERVICES. **Reserved.**

B.2. PRICES. **Reserved.**

B.3 ADMINISTRATIVE RETENTION AMOUNTS. **Reserved.**

B.4. ECONOMIC PRICE ADJUSTMENT-HEALTH INSURANCE PREMIUMS. **Reserved**.

PART II PRICE - GROUP LIFE INSURANCE - ALTERNATE A

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 ***Colombia.*** The groups of employees who shall be provided this insurance are listed in C.2.3. This insurance shall be provided in accordance with Section C and the Exhibits in Section J.

B.5.1. Official Residence Expense (ORE) Staff, Post Employee Services (PES)**;** the Contractor shall bill the Chief of Mission and Deputy Chief of Mission (for ORE Staff), and PES separately, at the rates specified below, in the event that coverage is elected. See Section G for billing procedures.

B.6.1. **BASE YEAR OF CONTRACT**

Bi-Weekly Rates per Employee:

Type of Insurance	Premium (per 1,000) of salary	Estimated Payroll (biweekly, in Million ColPs$)	Total
Basic Life		1,062,982,604	
Accidental Death and Dismemberment		1,062,982,604	
Partial and Total Disability Coverage		1,062,982,604	
Suicide		1,062,982,604	

Total Price for Base Year: ColPs$_____x 26 = ColPs$ _____

VAT: _____x 26= ColPs$ _____

B.6.2. **FIRST OPTION YEAR OF CONTRACT**:

Bi-Weekly Rates per Employee:

Type of Insurance	Premium (per 1,000) of salary	Estimated Payroll (biweekly, in Million ColPs$)	Total
Basic Life		1,105,501,909	
Accidental Death and Dismemberment		1,105,501,909	
Partial and Total Disability Coverage		1,105,501,909	
Suicide		1,105,501,909	

Total Price for OptionYear 1: ColPs$_____x 26 = ColPs$ _____

VAT: _____x 26= ColPs$ _____

B.6.3. **SECOND OPTION YEAR OF CONTRACT:**

Bi-Weekly Rates per Employee:

Type of Insurance	Premium (per 1,000) of salary	Estimated Payroll (biweekly, in Million ColPs$)	Total
Basic Life		1,149,721,985	
Accidental Death and Dismemberment		1,149,721,985	
Partial and Total Disability Coverage		1,149,721,985	
Suicide		1,149,721,985	

Total Price for Option Year 2: ColPs$_____x 26 = ColPs$ _____

VAT: _____x 26= ColPs$ _____

B.6.4. **THIRD OPTION YEAR OF CONTRACT**:

Bi-Weekly Rates per Employee:

Type of Insurance	Premium (per 1,000) of salary	Estimated Payroll (biweekly, in Million ColPs$)	Total
Basic Life		1,195,710,864	

Accidental Death and Dismemberment		1,195,710,864	
Partial and Total Disability Coverage		1,195,710,864	
Suicide		1,195,710,864	

Total Price for Option Year 3: ColPs$_____x 26 = ColPs$ _____

VAT: _____x 26= ColPs$ _____

B.6.5. **FOURTH OPTION YEAR OF CONTRACT:**

Bi-Weekly Rates per Employee:

Type of Insurance	Premium (per 1,000) of salary	Estimated Payroll (biweekly, in Million ColPs$)	Total
Basic Life		1,243,539,299	
Accidental Death and Dismemberment		1,243,539,299	
Partial and Total Disability Coverage		1,243,539,299	
Suicide		1,243,539,299	

Total Price for Option Year 4: ColPs$_____x 26 = ColPs$ _____

VAT: _____x 26= ColPs$ _____

GRAND TOTAL PRICE FOR ALL YEARS: ColPs$ _____

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 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, per annum.

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

B.8 ECONOMIC PRICE ADJUSTMENT-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. Before any such adjustment is made, the contractor agrees to provide the Government a balance sheet showing two main components for the time period: (1) receipts (premiums received) minus the retention amount and (2) claims paid. The retention amount is not subject to adjustment. The Government reserves the right to select an independent third party to review the balance sheet and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

B.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

PART I - HEALTH INSURANCE

Reserved.

C.1. HEALTH INSURANCE SERVICES. Reserved.

PART II - GROUP LIFE INSURANCE

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 ***Colombia.*** The Government has determined that the prevailing practice by employers in ***Colombia*** is that group life insurance coverage is representative of locally prevailing compensation practice and that the cost of such insurance protection is to be provided 100% by the employer. 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 basic salary. The employee's estate will receive an amount equal to eighteen (18) times the amount of monthly basic salary (*not to include overtime, bonuses or allowances*) in the event the employee dies of natural causes.

C.2.1.2 Amount of Accidental Death and Dismemberment Coverage.

The employee's estate or employee will receive an amount equal to thirty (30) times the amount of monthly basic salary, in the event the employee is killed in an accident *(work or non-work related).* In the event of dismemberment, coverage is standard and is based on a common table used by insurance providers.

The employee's estate or employee will receive an amount equal to twelve (12) times the amount of monthly basic salary in the event the employee commits suicide.

C.2.1.3 Partial and Total Disability Coverage

In the event of partial or total disability the employee is eligible to receive an amount equal to thirty (30) times the amount of monthly basic salary.

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: **None.**

C.2.3. Eligible Participants.

C.2.3.1 Eligible Employees

C.2.3.1.1 All current active employees of the United States Government, employed within the geographic boundaries of ***Colombia*** 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. Third-country nationals (TCNs), under the local compensation plan, employed under direct hire appointments, Personal Services Agreements (PSAs) and Personal Services Contracts (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 ***Colombia*** by:

- Department of State
- Agency for International Development – AID
- Department of Agriculture: The animal and plant Health Inspection Service-APHIS and foreign Agriculture Service – FAS
- Department of Defense: Defense Attache Office –DAO and USMILGP
- Department of commerce: Foreign Commerce Service – FCS
- Department of Treasury: U. S. Internal Revenue Service – IRS; U.S. Immigration and Customs Enforcement – ICE; US Secret service – USSS, Office of Foreign Assets Control – OFAC; and Financial Institutions Guarantee Fund – FOGAFIN.
- Department of Justice: Justice Sector Reform Program – JSRP, Judicial Attache – JUDAT: Bureau of Alcohol, Tobacco and Firearms – ATF: U.S. Department od Justice Overseas Prosecutorial Development Assistance and Training – OPDAT; International Criminal investigative Training, Assistance Program – ICITAP; and Drugs Enforcement Administration – DEA.
- Peace Corps

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 Post Employee Service (PES) Association at the U.S. Embassy Bogota are responsible for all costs for coverage, if they elect to participate on this contract via a rider. The U.S. Government does not assume responsibility for premium costs for PES.

C.2.4 Individuals Not Eligible for Coverage

C.2.4.1 Individuals ***not eligible*** for coverage under this contract are: nonpersonal services contract personnel and their employees , supplied by an independent contractor licensed to do business in Colombia who provide services to other local organizations as well as to the U.S. Mission; employees working on a temporary appointments; employees with an intermittent, seasonal, or WAE (when actually employed) schedule; employees of USAID institutional contractors; and Peace Corps personal services contractors as indicated in MS 743; and any other individual not falling within one of the categories of employees described in this clause.

C.2.5. Other Eligible Participants. **RESERVED.**

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, disability, and suicide 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 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, disability, and suicide 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 or unpaid leave, the employee is responsible for the full cost of the insurance premiums. The Mission will pay the premiums directly to the contractor, and will collect the full cost

from the employee on a quarterly basis. Alternatively, the employee may elect to have coverage cease if that employee prefers not to pay the premium.

C.2.7. Brochure Requirement

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

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

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

C.3.0 DEFINITIONS

FMO	The Financial Management Officer or the paying office for all U.S. Government Agencies except AID.
COR	Contracting Officer's Representative (Human Resources Officer at post).
Contributory	Insurance for which the employee contributes toward the premium.
Dependent	Spouses, children and/or dependant parents/siblings
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, or personal services agreement, as further defined in C.2.3 for life insurance. This may also include ORE Staff, EAEs, and Peace Corp PSCs, if this category of individual is listed as participating under a rider in C.2.3.3 or life insurance.
Employer	The United States Government or in the case of ORE, and the Chief of Mission/Deputy Chief of Mission

GSO	General Services Officer in charge of the General Services Office at post. This officer is usually the Contracting Officer for this contract.
Maximum Benefit	The total amount that will be paid to any one covered individual for life insurance/disability and suicide benefits.
Accident:	An uncertain event independent to an alien will.

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://acqusition.gov/far/index.html or, http://farsite.hill.af.mil/search.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. 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" (e.g., Yahoo, Excite, Alta Vista, etc.) 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 Para	Performance Threshold
Services. Performs all the insurance services set forth in the performance work statement (PWS) Claims for benefits are processed in a timely manner. Inquiries regarding claim status are responded to in a time manner Invoices for premiums are submitted completely, accurately, and in a timely manner.	C.1.0 thru C.3.0	• All required services are performed and no more than three (3) customer complaint is received per month • Quarterly meetings to discuss policies' behavior/issues. • Monthly reports to review the previous month's activities. • Quarterly Employee Claims Report • Claims for benefits are processed within ***60 days*** of submission of a complete paperwork • Claim status inquiries are responded to within 7

		days from receipt (verbal or written) • Invoices are submitted monthly

E.2.1 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.2.2 Standard. The performance standard is that the Government receives no more than **three (3)** customer 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 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 Specialist***.

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 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 ***Colombian Pesos Col Ps$.***

G.4 SUBMISSION OF INVOICES AND PAYMENT

G.4.1. Invoices for U.S. Government employees shall be submitted in an original and ***two (2)*** copies to the following address (designated billing office only for the purpose of submitting invoices):

U.S. Embassy - Bogota,
General Services Office (Procurement Unit)
Carrera 45 # 24B-27
Bogotá D.C., Colombia

ALTERNATE A

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 ***Monthly*** at the conclusion of the period covered. Invoices may be submitted ***Monthly*** with payments being made ***Monthly*** by the Government.

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.

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.

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 (10) calendar days of receipt of the request.

G.6 The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment, if applicable.

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 **[X]** 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.

H.3.1

The ORE staff, Post Employee Services (PES) 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).

The ORE staff and PES 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

General. The Contractor shall be responsible for all planning, estimating, programming, project management, scheduling, dispatching, supervision, and inspection of work. The Contractor shall maintain his own reference library of technical reference works and local laws and regulations, including current tariffs and registries. The Contractor shall treat the

information provided by the Embassy concerning employee' personal data, medical information, and salaries as highly sensitive and not divulge any employee information to unauthorized persons. The Contractor shall establish procedures for handling medical insurance claims as follows:

(a) Administrative Records.

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

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

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

(4) The Contractor shall send employee claim reimbursement checks to the beneficiaries (if deceased), not later than two weeks after a claim is submitted.

(b) Medical Insurance Claims. **RESERVED**

(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.

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 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 ***Colombian*** 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 – ***Bogota.***

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://acqusition.gov/far/index.html or, http://farsite.hill.af.mil/search.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.gov/home.htm to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS (JUL 2004)
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)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (FEB 2012)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
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 (JUL 2010)
52.222-50	COMBATTING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	CONTRACTOR POLICY 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 (JUN 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 (JUN 2003)
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 (OCT 2008)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
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 (JUL 1995)
52.243-1	CHANGES (AUG 1997) - 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) (MAY 2004)
52.249-8	DEFAULT - FIXED PRICE SUPPLY AND SERVICE (APR 1984)

I.2. FAR CLAUSES INCORPORATED IN FULL TEXT

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)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **Col Ps$4,457,500** 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 **Col Ps$8,915,000**.
(2) Any order for a combination of items in excess of **Col Ps$12,481,000** or

(3) A series of orders from the same ordering office within thirty (**30**) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (such as, includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ***three (3)*** 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 ***thirty (30) working days.***

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 ***five (5) years, including base year and all option 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.

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

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

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

(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 ***regular working hours Monday through Friday, from 08:00 a.m. to 05:00 p.m.*** 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:

The following is the list of holidays which will be observed during calendar year 2012:

January 2*	Monday	(A)	New Year’s Day
January 9	Monday	(C)	Epiphany
January 16	Monday	(A)	Martin Luther King Jr’s Birthday
February 20	Monday	(A)	Washington's Birthday (President’s Day)
March 19	Monday	(C)	St. Joseph's Day
April 5	Thursday	(C)	Holy Thursday
April 6	Friday	(C)	Good Friday
May 1	Monday	(C)	Labor Day
May 28	Monday	(A)	Memorial Day
June 11	Monday	(C)	Corpus Christi
June 18	Monday	(C)	Feast of the Sacred Heart
July 2			Monday (C) Sts. Peter and Paul
July 4			Wednesday (A) Independence Day
July 20	Friday	(C)	Independence Day
August 7	Tuesday	(C)	Battle of Boyaca
August 20	Monday	(C)	Assumption Day
September 3	Monday	(A)	Labor Day
October 8			Monday (A) Columbus Day
October 15			Monday (C) Columbus Day
November 12*	Monday	(A-C)	Veterans Day/Cartagena’s Independence Day
November 22	Thursday	(A)	Thanksgiving Day
December 25	Tuesday	(A-C)	Christmas Day Holiday

(A) - American Holidays
(C) - Colombian Holidays

Although May 21, November 5, and December 8 are Colombian holidays, American and Locally Employed Staff are expected to be at work unless they have pre-approved leave by their supervisors.

* January 1 and November 11 fall on a Sunday. For most Federal employees, Monday, January 2 and November 12, will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b). employees whose regular tour of duty includes work on Sunday will observe this holiday on Monday, January 2 and November 12 (January 1 and November 11 will be a regular work day for these employees).

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.

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.

SECTION J
LIST OF EXHIBITS/ATTACHMENTS

Exhibit A – EMPLOYEE STATISTICS -- SALARY DISTRIBUTION, NUMBER OF EMPLOYEES, and AGE

Column A: Age	Total Number Employees in COLUMN A by AGE
25	1
26	2
27	4
28	8
29	11
30	6
31	15
32	25
33	16
34	16
35	18
36	18
37	15
38	22
39	21
40	10
41	23
42	20
43	30
44	16
45	17
46	18
47	16
48	23
49	23
50	15
51	22
52	17
53	7
54	11
55	20
56	12
57	8
58	6
59	10
60	7
61	6
62	2
63	1
64	4
Grand Total	**542 Employees**

COLUMN A Monthly Salary in $COP	No. of Employees Earning Salary in COLUMN A	Total Salary per month in $COP
1,098,517	2	2,197,034
1,203,137	1	1,203,137
1,255,448	1	1,255,448
1,318,220	2	2,636,440
1,360,068	1	1,360,068
1,443,765	1	1,443,765
1,506,537	3	4,519,611
1,550,312	1	1,550,312
1,627,827	1	1,627,827
1,632,082	1	1,632,082
1,652,386	7	11,566,702
1,673,930	4	6,695,720
1,705,343	2	3,410,686
1,735,005	3	5,205,015
1,757,627	1	1,757,627
1,785,693	5	8,928,465
1,790,085	1	1,790,085
1,817,624	1	1,817,624
1,820,399	3	5,461,197
1,858,934	1	1,858,934
1,860,374	1	1,860,374
1,900,244	5	9,501,220
1,927,783	1	1,927,783
1,937,890	2	3,875,780
1,953,393	1	1,953,393
1,964,262	4	7,857,048
1,982,863	1	1,982,863
2,008,717	1	2,008,717
2,046,412	1	2,046,412
2,053,547	5	10,267,735
2,065,482	5	10,327,410
2,089,261	7	14,624,827
2,092,921	1	2,092,921
2,139,430	2	4,278,860
2,142,832	6	12,856,992
2,148,102	3	6,444,306
2,170,437	2	4,340,874
2,193,724	7	15,356,068
2,203,181	1	2,203,181
2,230,721	7	15,615,047
2,232,116	2	4,464,232
2,249,973	2	4,499,946

2,298,187	4	9,192,748
2,313,340	5	11,566,700
2,321,401	2	4,642,802
2,325,468	5	11,627,340
2,357,115	5	11,785,575
2,402,650	4	9,610,600
2,402,983	3	7,208,949
2,410,686	4	9,642,744
2,418,486	3	7,255,458
2,464,256	2	4,928,512
2,478,579	1	2,478,579
2,480,499	1	2,480,499
2,494,252	1	2,494,252
2,499,970	3	7,499,910
2,507,113	4	10,028,452
2,511,505	5	12,557,525
2,561,198	1	2,561,198
2,571,398	2	5,142,796
2,589,255	2	5,178,510
2,604,524	6	15,627,144
2,611,576	5	13,057,880
2,632,879	10	26,328,790
2,643,818	6	15,862,908
2,678,540	2	5,357,080
2,697,542	7	18,882,794
2,757,825	1	2,757,825
2,775,493	4	11,101,972
2,785,681	5	13,928,405
2,790,561	1	2,790,561
2,820,503	5	14,102,515
2,857,109	5	14,285,545
2,883,580	4	11,534,320
2,892,823	1	2,892,823
2,918,108	3	8,754,324
2,924,966	2	5,849,932
2,976,598	11	32,742,578
2,999,964	3	8,999,892
3,029,429	2	6,058,858
3,060,722	6	18,364,332
3,107,106	3	9,321,318
3,133,892	2	6,267,784
3,203,336	1	3,203,336
3,238,355	3	9,715,065
3,259,247	4	13,036,988
3,294,868	11	36,243,548
3,342,818	10	33,428,180
3,345,950	4	13,383,800

3,384,603	1	3,384,603
3,428,531	6	20,571,186
3,473,340	10	34,733,400
3,488,565	7	24,419,955
3,631,179	4	14,524,716
3,635,314	1	3,635,314
3,651,812	9	32,866,308
3,773,793	6	22,642,758
3,830,284	8	30,642,272
3,886,026	2	7,772,052
3,916,407	4	15,665,628
3,953,841	1	3,953,841
4,008,756	6	24,052,536
4,059,022	5	20,295,110
4,187,228	2	8,374,456
4,201,636	3	12,604,908
4,344,250	5	21,721,250
4,500,905	10	45,009,050
4,528,552	1	4,528,552
4,544,172	3	13,632,516
4,722,644	5	23,613,220
4,744,704	2	9,489,408
4,901,116	3	14,703,348
4,988,503	8	39,908,024
5,041,963	1	5,041,963
5,079,588	3	15,238,764
5,232,302	9	47,090,718
5,258,060	4	21,032,240
5,436,532	5	27,182,660
5,453,006	1	5,453,006
5,719,900	1	5,719,900
5,892,523	3	17,677,569
5,963,699	7	41,745,893
6,207,498	2	12,414,996
6,211,702	4	24,846,808
6,530,880	2	13,061,760
6,695,096	4	26,780,384
6,848,800	1	6,848,800
6,850,058	3	20,550,174
6,938,895	2	13,877,790
7,169,237	1	7,169,237
7,182,694	3	21,548,082
7,321,741	4	29,286,964
7,426,493	2	14,852,986
7,488,415	4	29,953,660
7,718,335	4	30,873,340
7,807,593	3	23,422,779

8,114,929	5	40,574,645
8,126,772	6	48,760,632
8,511,523	1	8,511,523
8,908,118	2	17,816,236
9,084,307	3	27,252,921
9,304,712	2	18,609,424
9,403,485	1	9,403,485
9,701,306	3	29,103,918
9,722,663	6	58,335,978
10,097,900	3	30,293,700
10,337,812	2	20,675,624
10,494,495	2	20,988,990
10,891,089	8	87,128,712
10,897,777	4	43,591,108
11,287,683	3	33,863,049
11,684,277	2	23,368,554
12,080,872	3	36,242,616
12,082,744	1	12,082,744
13,697,601	3	41,092,803
14,257,566	2	28,515,132
15,377,495	1	15,377,495
17,057,390	1	17,057,390
TOTAL	**542 Employees**	**2,303,128,977 $COP**

Exhibit B - ORE EMPLOYEES RIDER

ORE EMPLOYEES			
Line Item	**Salary in Col Ps$**	**Number of Employees**	**Age**
1	3,205,951.00	1	59
2	2,700,000.00	1	39
3	1,456,000.00	1	35
4	1,248,000.00	1	34
5	1,040,000.00	1	54
6	936,000.00	1	24
7	1,804,618.00	1	54
8	700,000.00	1	47
9	800,000.00	1	50
10	VACANT	1	

Exhibit C – Locally Employed Staff Position Classifications

AGENCY	SECTION	TITLE	TOTAL	TOTAL SECTION
AG APHIS	DOA/APHIS	ADMIN ASST(SUPV)	1	
AG APHIS	DOA/APHIS	VETERINARIAN	1	
AG APHIS	DOA/APHIS	BUDGET ANALYST	1	
TOTAL			**3**	**3**
AG FAS	DOA/FAS	ADMIN ASST(SUPV)	1	
AG FAS	DOA/FAS	AGRICUL MARKETING SPEC	1	
AG FAS	DOA/FAS	CHAUFFEUR	1	
AG FAS	DOA/FAS	AGRICULTURAL SPEC	2	
TOTAL			**5**	**5**
AID	USAID	ACCOUNTANT	1	
AID	USAID	RCRD & CORR MGT. SUPER.	1	
AID	USAID	AID DEV PROGRAM ASST	3	
AID	USAID	AID DEV ASST SPEC	12	
AID	USAID	STOREKEEPER	1	
AID	USAID	PROJECT FINANCIAL ANALYST	2	
AID	USAID	COMPUTER MANAGEMENT SPEC	1	
AID	USAID	AID PROJECT MGMT SPEC	2	
AID	USAID	ADMINISTRATIVE MGMT ASST	1	
AID	USAID	ADMINISTRATIVE MANAGEMENT SPEC	1	
AID	USAID	VOUCHER EXAMINER/ACCT TECH	1	
AID	USAID	ECON SPECIALIST	2	
AID	USAID	INFO. & COMM. SPECIALIST	1	
AID	USAID	CHAUFFEUR	1	
AID	USAID	COMPUTER MANAGEMENT ASST	2	
AID	USAID	DEPUTY CONTROLLER/SENIOR FINANCIAL MGT ADVISOR	1	
AID	USAID	HUMAN RESOURCES ASSISTANT	3	
AID	USAID	MAIL & FILE CLERK	1	
AID	USAID	SECRETARY	6	

AID	USAID	AID DEV ASSISTANCE ASST	2	
AID	USAID	ACCOUNTING TECHNICIAN (AID)	1	
AID	USAID	FINANCIAL MANAGEMENT ANALYST	1	
AID	USAID	PROCUR. AGENT	1	
AID	USAID	VOUCHER EXAMINER (AID)	1	
AID	USAID	ACQUISITION ASSISTANT	1	
AID	USAID	AID PROJ MANAGEMENT ASST	1	
AID	USAID	PROCUREMENT SUPERVISOR	2	
AID	USAID	AID PROJ DEVELOPMENT SPEC	2	
AID	USAID	CONTRACTS TECHNICIAN	1	
TOTAL			**56**	**56**
DOC	DOC/FCS	COMMERCIAL SPEC	3	
DOC	DOC/FCS	COMMERCIAL ASST	1	
DOC	DOC/FCS	SECRETARY	2	
DOC	DOC/FCS	COMMERCIAL CLERK	1	
DOC	DOC/FCS	CHAUFFEUR	2	
DOC	DOC/FCS	OVERRIDE OFFICIAL TITLE	1	
TOTAL			**10**	**10**
CBP	CBP	ADMIN ASST(SUPV)	1	
TOTAL			**1**	**1**
DD	DOD/MILGP	BUDGET ANALYST	2	
DD	DOD/MILGP	CHAUFFEUR	4	
DD	DOD/MILGP	ADMIN. MGMT. ASST.	1	
DD	DOD/MILGP	PROCUR. AGENT	1	
DD	DOD/MILGP	PROGRAM SPEC	1	
DD	DOD/MILGP	DISPATCHER	1	
DD	DOD/MILGP	MOTOR VEHICLE SUP	1	
DD	DOD/MILGP	PROTOCOL ASST.	1	
DD	DOD/MILGP	PARTICIPANT TRN ASST	1	
DD	DOD/MILGP	ACCOUNTING TECHNICIAN (FSC)	1	
DD	DOD/MILGP	PARTICIPANT TRN SPEC	1	

DD	DOD/MILGP	CONTRACT ADMIN. AGENT	1	
TOTAL			**16**	**16**
DD	DOD/USACE	ENGINEER	6	
DD	DOD/USACE	CHAUFFEUR	2	
TOTAL			**8**	**8**
DD	DOD/DAO	CHAUFFEUR	3	
DD	DOD/DAO	DISPATCHER	1	
DD	DOD/DAO	SECRETARY	1	
DD	DOD/DAO	DEFENSE ASSISTANT	1	
TOTAL			**6**	**6**
DD	DOD/FPD	CHAUFFEUR	1	
TOTAL			**1**	**1**
DJ	DOJ/OPDAT	SECRETARY	1	
DJ	DOJ/OPDAT	ADMINISTRATIVE MGMT ASST	1	
DJ	DOJ/OPDAT	PARTICIPANT TRAINING ASSISTANT	2	
DJ	DOJ/OPDAT	CHAUFFEUR	3	
DJ	DOJ/OPDAT	BUDGET ANALYST	1	
DJ	DOJ/OPDAT	LEGAL ADVISOR	3	
DJ	DOJ/OPDAT	PROGRAM/FINANCIAL SPEC	1	
TOTAL			**12**	**12**
DJ	DOJ/ICITAP	BUDGET ANALYST	1	
DJ	DOJ/ICITAP	SUPPLY CLERK	1	
DJ	DOJ/ICITAP	CHAUFFEUR	1	
DJ	DOJ/ICITAP	ADMIN. MGMT. ASST.	1	
TOTAL			**4**	**4**
DJ	DOJ/JSRP	CHAUFFEUR	1	
TOTAL			**1**	**1**
DJ	DOJ/USMARSHALL	CHAUFFEUR	1	
TOTAL			**1**	**1**
DJ	DOJ/JUDATT	CHAUFFEUR	2	
TOTAL			**2**	**2**

DJ	DOJ/DEA	AIRCRAFT MECHANIC CLERK	1	
DJ	DOJ/DEA	ADMINISTRATIVE MGMT ASST	2	
DJ	DOJ/DEA	INVESTIGATIVE AIDE/DRIVER	12	
DJ	DOJ/DEA	COMPUTER MGT TECHNICIAN	1	
DJ	DOJ/DEA	SUPERVISORY INV. AIDE/DRIVER	1	
TOTAL			**17**	**17**
DJ	DOJ/DEA/CTG	INVESTIGATIVE AIDE/DRIVER	5	
TOTAL			**5**	**5**
DJ	DOJ/ATF	INVESTIGATIONS ASSISTANT	3	
DJ	DOJ/ATF	CHAUFFEUR	1	
DJ	DOJ/ATF	ADMIN. MGMT. ASST.	1	
TOTAL			**5**	**5**
PC	PEACE CORPS	FINANCIAL AND MANAGEMENT SPECIALIST	1	
PC	PEACE CORPS	CLASS B CASHIER (T)	1	
TOTAL			**2**	**2**
STATE	CON	SECRETARY	1	
STATE	CON	CONSULAR ASSISTANT	1	
STATE	CON/ACS	PASSPORT CITIZENSHIP ASST	1	
STATE	CON/ACS	ACS ASSISTANT (CASE WORKER)	1	
STATE	CON/ACS	FEDERAL BENEFITS ASST	1	
STATE	CON/ACS	SPEC CON SER ASST	1	
STATE	CON/NIV	VISA SPECIALIST	2	
STATE	CON/NIV	VISA CLERK	15	
STATE	CON/IV	VISA ASSISTANT	7	
STATE	CON/FP	ADMIN CLERK	1	
STATE	CON/NIV	TEAM LEADER	3	
STATE	CON/NIV	VISA ASSISTANT	5	
STATE	CON/IV	CASHIER (CONSULAR)	1	
STATE	CON/FP	CONS INVEST ASST	1	
STATE	CON/NIV	VISA CLERK (T)	1	
STATE	CON/IV	VISA SPECIALIST	1	

STATE	CON/FP	FRAUD INVESTIGATOR SUPERVISOR	1	
TOTAL			**44**	**44**
STATE	ECON	ECON SPECIALIST	2	
TOTAL			**2**	**2**
STATE	EXO	CHAUFFEUR	1	
STATE	EXO	SECURITY GUARD/CHAUFFEUR	2	
TOTAL			**3**	**3**
STATE	IM/APO	APO CLERK	3	
STATE	IM/APO	SUPERVISORY MAIL CLERK	1	
STATE	IM/APO	MAIL CLERK	1	
TOTAL			**5**	**5**
STATE	MGT/CLO	ADMIN CLERK	1	
TOTAL			**1**	**1**
STATE	MGT/FMO	VOUCHER EXAMINER	11	
STATE	MGT/FMO	FINANCIAL SPECIALIST	1	
STATE	MGT/FMO	BUDGET ANALYST	3	
STATE	MGT/FMO	PRINCIPLE CLASS B CASHIER	1	
STATE	MGT/FMO	VOUCH EXAMINER(CERT)(SUPV)	1	
STATE	MGT/FMO	CASHIER	1	
STATE	MGT/FMO	ACCOUNTING TECHNICIAN	1	
STATE	MGT/FMO	FINANCIAL ASSISTANT	1	
STATE	MGT/FMO	PAY ASSISTANT (FSC)	1	
STATE	MGT/FMO	PAYROLL LIAISON ASSISTANT	1	
TOTAL			**22**	**22**
STATE	MGT/GSO	SECRETARY	1	
STATE	MGT/GSO/FM	MAINT. SUPERVISOR	1	
STATE	MGT/GSO/FM	REAL PROPERTY INSPECTOR	1	
STATE	MGT/GSO/FM	MAINT. FOREMAN	4	
STATE	MGT/GSO/FM	LABORER	1	
STATE	MGT/GSO/FM	MECH. (BLDG. TRADES)	6	
STATE	MGT/GSO/FM	CARPENTER	3	

STATE	MGT/GSO/FM	REAL PROPERTY INSPECTION SUPERVISOR	1	
STATE	MGT/GSO/FM	HVACR TECHNICIAN	2	
STATE	MGT/GSO/FM	MAINTENANCE MECH.	2	
STATE	MGT/GSO/FM	ADMIN ASST(SUPV)	1	
STATE	MGT/GSO/FM	ELECTRICIAN FOREMAN	1	
STATE	MGT/GSO/FM	ENGINEER	2	
STATE	MGT/GSO/FM	HVACR FOREMAN	1	
STATE	MGT/GSO/FM	WORK CONTROL CLK	2	
STATE	MGT/GSO/FM	TRADES HELPER	3	
STATE	MGT/GSO/FM	LOCKSMITH	2	
STATE	MGT/GSO/FM	FACILITIES TECHNICIAN	1	
STATE	MGT/GSO/FM	GARDENER TEAM LEADER	1	
STATE	MGT/GSO/FM	MECHANIC	2	
STATE	MGT/GSO/FM	GARDENER	7	
STATE	MGT/GSO/FM	ELECTRICIAN TECHNICIAN	1	
STATE	MGT/GSO/FM	MASON	1	
STATE	MGT/GSO/FM	HANDYMAN/CLERK	1	
STATE	MGT/GSO/FM	SECRETARY/SUBCASHIER	1	
TOTAL			**49**	**49**
STATE	MGT/GSO/HOUSING	HOUSING CLERK	1	
STATE	MGT/GSO/HOUSING	GS ASST	1	
STATE	MGT/GSO/HOUSING	REALTY ASST	2	
STATE	MGT/GSO/HOUSING	REALTY SPECIALIST	1	
TOTAL			**5**	**5**
STATE	MGT/GSO/MOTOR POOL	CHAUFFEUR	35	
STATE	MGT/GSO/MOTOR POOL	DATA INPUT CLERK	1	
STATE	MGT/GSO/MOTOR POOL	CHAUFFEUR/EXPEDITOR	3	
STATE	MGT/GSO/MOTOR POOL	MV SERVICEMAN	1	
STATE	MGT/GSO/MOTOR POOL	SECRETARY	1	
STATE	MGT/GSO/MOTOR POOL	DISPATCHER	2	
STATE	MGT/GSO/MOTOR POOL	MOTOR VEHICLE SUP	1	

STATE	MGT/GSO/MOTOR POOL	CHAUFFEUR / CLERK	1	
TOTAL			**45**	**45**
STATE	MGT/GSO/PROCURMENT	PROCUR. AGENT	7	
STATE	MGT/GSO/PROCURMENT	PROCUREMENT SUPERVISOR	1	
TOTAL			**8**	**8**
STATE	MGT/GSO/PROPERTY & SUPPLY	WAREHOUSEMAN	11	
STATE	MGT/GSO/PROPERTY & SUPPLY	DRIVER/WAREHOUSEMAN	1	
STATE	MGT/GSO/PROPERTY & SUPPLY	SUPPLY SUPER.	1	
STATE	MGT/GSO/PROPERTY & SUPPLY	SUPPLY CLERK	2	
STATE	MGT/GSO/PROPERTY & SUPPLY	CUSTODIAN	1	
STATE	MGT/GSO/PROPERTY & SUPPLY	STOREKEEPER	2	
STATE	MGT/GSO/PROPERTY & SUPPLY	TRUCK DRIVER	2	
TOTAL			**20**	**20**
STATE	MGT/GSO/RS	AUTO MECHANIC	3	
STATE	MGT/GSO/RS	AUTO MECH FOREMAN	1	
STATE	MGT/GSO/RS	MV SERVICEMAN	1	
TOTAL			**5**	**5**
STATE	MGT/GSO/SHIPPING & CUSTOMS	SHIPMENT ASSISTANT	4	
STATE	MGT/GSO/SHIPPING & CUSTOMS	SHIPMENT SUPERVISOR	1	
TOTAL			**5**	**5**
STATE	MGT/HEALTH	NURSE	3	
STATE	MGT/HEALTH	ADMIN ASST(SUPV)	1	
STATE	MGT/HEALTH	PHYSICIAN	1	
STATE	MGT/HEALTH	HEALTH UNIT RECORDS CLERK	1	
STATE	MGT/HEALTH	HEALTH UNIT CLERK	1	
TOTAL			**7**	**7**
STATE	MGT/HRO	HUMAN RESOURCES ASSISTANT	6	
STATE	MGT/HRO	HUMAN RESOURCES SPECIALIST	2	
STATE	MGT/HRO	HUMAN RESOURCES CLERK	2	
TOTAL			**10**	**10**
STATE	MGT/IMO	ADMIN CLERK	1	

TOTAL			**1**	**1**
STATE	MGT/IRM	RECEPTIONIST/TEL OPERATOR	7	
STATE	MGT/IRM	RECEPTIONIST SUPERVISOR	1	
TOTAL			**8**	**8**
STATE	MGT/ISC	COMPUTER MANAGEMENT ASST	7	
STATE	MGT/ISC	WEB MASTER	1	
STATE	MGT/ISC	COMPUTER MANAGEMENT SPEC	3	
STATE	MGT/ISC	COMPUTER OPERATOR	1	
TOTAL			**12**	**12**
STATE	NAS	STATE PROGRAM ASSIST	1	
STATE	NAS	TRANSLATOR	1	
TOTAL			**2**	**2**
STATE	NAS/ACCOUNTS	ACCOUNTANT	2	
STATE	NAS/ACCOUNTS	ACCOUNTING AND BUDGETING TEAM LEADER	1	
TOTAL			**3**	**3**
STATE	NAS/ADMINISTRATION	MINORITY OUTREACH PROGRAM COORD	1	
STATE	NAS/ADMINISTRATION	STATE PROGRAM ASSIST	1	
STATE	NAS/ADMINISTRATION	ADMINISTRATIVE MGMT ASST	1	
STATE	NAS/ADMINISTRATION	ADMIN CLERK	1	
TOTAL			**4**	**4**
STATE	NAS/AUDIT	CHIEF AUDITOR	1	
TOTAL			**1**	**1**
STATE	NAS/AVIATION - NAU	CHAUFFEUR	2	
STATE	NAS/AVIATION - NAU	SHIPMENT CLERK	2	
STATE	NAS/AVIATION - NAU	LOGISTICS CLERK/CHAUFFEUR	1	
STATE	NAS/AVIATION - NAU	TRUCK DRIVER	1	
STATE	NAS/AVIATION - NAU	SECRETARY	3	
STATE	NAS/AVIATION - NAU	UH-1 OPERAT/TRAINING ADV.	1	
STATE	NAS/AVIATION - NAU	UH-60 OPERAT/TRAINING ADV	1	
TOTAL			**11**	**11**
STATE	NAS/BUDGET	ACCOUNTANT	2	

STATE	NAS/BUDGET	ACCOUNTING AND FINANCIAL SPECIALIST	1	
TOTAL			**3**	**3**
STATE	NAS/CNP ARAVI	AVIATION MAINTENANCE ADVISOR	1	
STATE	NAS/CNP ARAVI	PARTICIPANT TRN SPEC	1	
STATE	NAS/CNP ARAVI	SHIPMENT ASSISTANT	1	
STATE	NAS/CNP ARAVI	SECRETARY	1	
STATE	NAS/CNP ARAVI	AVIATION SAFETY SPECIALIST	1	
TOTAL			**5**	**5**
STATE	NAS/CNP GROUND - INTERDICTION	ADMINISTRATIVE MGMT ASST	1	
STATE	NAS/CNP GROUND - INTERDICTION	PROGRAM MANAGER	1	
TOTAL			**2**	**2**
STATE	NAS/CONSTRUCTION	CONTRACTS ADMINISTRATION AGENT	1	
STATE	NAS/CONSTRUCTION	ENGINEER	2	
TOTAL			**3**	**3**
STATE	NAS/MOTORPOOL	CHAUFFEUR	3	
STATE	NAS/MOTORPOOL	DEDICATED CHAUFFEUR	1	
STATE	NAS/MOTORPOOL	CHAUFFEUR/EXPEDITER	0	
TOTAL			**4**	**4**
STATE	NAS/NAU AERIAL ERRADICATION	ENVIRONMENTAL PROGRAM SPE	1	
STATE	NAS/NAU AERIAL ERRADICATION	SECRETARY	1	
TOTAL			**2**	**2**
STATE	NAS/PROCUREMENT	PROCUREMENT SUPERVISOR	1	
STATE	NAS/PROCUREMENT	PROCUREMENT CLERK	1	
STATE	NAS/PROCUREMENT	PURCHAS. AGENT	4	
STATE	NAS/PROCUREMENT	PROCUREMENT AGENT	1	
TOTAL			**7**	**7**
STATE	NAS/SPECIAL PROJECTS	LEGAL ADVISOR	1	
STATE	NAS/SPECIAL PROJECTS	ENVIRONMENTAL SCIENTIFIC ADVISOR	1	
STATE	NAS/SPECIAL PROJECTS	PARTICIPANT TRN ASST	1	
TOTAL			**3**	**3**
STATE	NAS/VOUCHERS	TRAVEL VOUCHER EXAMINER	3	

STATE	NAS/VOUCHERS	VOUCHER EXAMINER ASSISTANT	1	
STATE	NAS/VOUCHERS	VOUCHER EXAMINER	3	
TOTAL			**7**	**7**
STATE	NAS/WAREHOUSE & SHIPPING	SUPPLY SUPER.	1	
STATE	NAS/WAREHOUSE & SHIPPING	SUPPLY CLERK	3	
STATE	NAS/WAREHOUSE & SHIPPING	TRUCK DRIVER	2	
STATE	NAS/WAREHOUSE & SHIPPING	WAREHOUSEMAN/DRIVER	2	
STATE	NAS/WAREHOUSE & SHIPPING	RECEIVING CLERK	1	
STATE	NAS/WAREHOUSE & SHIPPING	WAREHOUSEMAN	1	
STATE	NAS/WAREHOUSE & SHIPPING	SHIPMENT CLERK	2	
STATE	NAS/WAREHOUSE & SHIPPING	CUSTOMS TEAM LEADER	1	
STATE	NAS/WAREHOUSE & SHIPPING	WAREHOUSE/TEAM LEADER	1	
TOTAL			**14**	**14**
STATE	ORA	CHAUFFEUR	1	
STATE	ORA	CHAUFFEUR/EXPEDITOR	3	
TOTAL			**4**	**4**
STATE	PAS	SECRETARY	1	
STATE	PAS	PROGRAM ASSISTANT	1	
STATE	PAS/CULTURAL	ALUMNI COORDINATOR	1	
STATE	PAS/CULTURAL	CULTURAL AFFAIRS SPEC	3	
STATE	PAS/CULTURAL	SECRETARY	1	
STATE	PAS/DISTRIBUTION	OFFSET PRESS OPER.	1	
STATE	PAS/INFORMATION MEDIA	INFO SPECIALIST	1	
STATE	PAS/INFORMATION MEDIA	INFO ASSISTANT	1	
STATE	PAS/INFORMATION RESOURCE CENTER	SECRETARY	1	
STATE	PAS/INFORMATION RESOURCE CENTER	LIBRARY DIRECTOR	1	
STATE	PAS/INFORMATION RESOURCE CENTER	IRC ASSOCIATE	1	
STATE	PAS/INFORMATION RESOURCE CENTER	PUBLIC AFFAIRS ASST	1	
STATE	PAS/OUTREACH	TRANSLATOR	1	
STATE	PAS/OUTREACH	SECRETARY	1	

STATE	PAS/OUTREACH	PUBLIC AFFAIRS ASSISTANT	2	
STATE	PAS/OUTREACH	INFO ASSISTANT	1	
STATE	PAS/RADIO AND TV	INFO SPECIALIST	1	
STATE	PAS/RADIO AND TV	AUD-VISL TECHNICIAN	2	
STATE	PAS/RADIO AND TV	INFO ASSISTANT	2	
TOTAL			**24**	**24**
STATE	POL	POLITICAL ASST	1	
STATE	POL	ADMIN CLERK	1	
STATE	POL	LEGAL ADVISOR	1	
STATE	POL	POLITICAL ASST	1	
STATE	POL	POLITICAL & PROTOCOL ASSISTANT	1	
STATE	POL	EXTRADITION COORDINATOR	1	
TOTAL			**6**	**6**
STATE	PROTOCOL	PROTOCOL ASST.	1	
TOTAL			**1**	**1**
STATE	RSO	SECURITY INVESTIGATOR	5	
STATE	RSO	SECURITY CLERK	1	
STATE	RSO	RESIDENTIAL SECURITY COORDINATOR	1	
STATE	RSO	LOCAL GUARD COORDINATOR	1	
STATE	RSO	INVESTIGATIONS AND ADMINISTRATIVE ASSISTANT	1	
STATE	RSO	SURV. DETECT COORDINATOR	2	
TOTAL			**11**	**11**
STATE	TELEPHONES/RADIO TECHNICAL	TELEPHONE TECHNICIAN	2	
STATE	TELEPHONES/RADIO TECHNICAL	TELECOM FIELD ENGINEER	1	
STATE	TELEPHONES/RADIO TECHNICAL	RADIO TECHNICIAN	2	
TOTAL			**5**	**5**
TR	ICE	SECURITY INVESTIGATOR	2	
TR	ICE	OVERRIDE OFFICIAL TITLE	1	
TR	ICE	SECURITY GUARD/CHAUFFEUR	1	
TR	ICE	INVESTIGATIVE AIDE/DRIVER	1	
TOTAL			**5**	**5**

TR	IRS	OVERRIDE OFFICIAL TITLE	1	
TR	IRS	SECURITY GUARD/CHAUFFEUR	1	
TOTAL			**2**	**2**
TR	OFAC	OVERRIDE OFFICIAL TITLE	1	
TR	OFAC	CHAUFFEUR	1	
TR	OFAC	INVESTIGATIVE ASSISTANT	1	
TOTAL			**3**	**3**
TR	TR	INVESTIGATIVE AIDE/DRIVER	3	
TOTAL			**3**	**3**
		TOTAL		**542**

EXHIBIT E
INDEMNIFICATION TABLE

1. For incapacitation or loss of both hands or feet, or the vision of both eyes. 100%

2. For incapacitation or loss of a hand and a foot. 100%

3. For Incapacitation or loss of a hand or a foot and the vision of an eye in total and irreparable form. 100%

4. For total loss of the speech, organic origin and demonstrated by clinical means. 100%

5. Total loss of hearing, organic origin and demonstrated cause by clinical means, irreparable by artificial means. 100%

6. Incurable mental illness, caused by organic or structural damage, demonstrated by clinical means. 100%

7. For icapacitation or loss of a hand or a foot or the vision of an eye. 50%

8. Fracture nonconsolidated of a hand with definitive functional alteration (total pseudoarthrosis). 45%

9. Joint of the hip in nonfunction position. 40%

10. Fracture nonconsolidated of a thigh with definitive functional alteration (total pseudoarthrosis). 35%

11. Fracture nonconsolidated of a kneecap with definitive functional alteration (total pseudoarthrosis). 30%

12. Ankylosis of the knee in nonfunction position. 30%

13. Ankylosis of the shoulder in functional position. 30%

14. Ankylosis of the elbow in nonfunctional position. 25%

15. For loss of the thumb of the right hand that includes two phalanges (fingers). 25%

16. Ankylosis of the hip in functional position. 20%

17. Fracture nonconsolidated of a foot with definitive functional alteration (total pseudoarthrosis). 20%

18. Ankylosis of the elbow in functional position. 20%

19. Ankylosis of the wrist in nonfunctional position. 20%.

20. Ankylosis of the knee in functional position. 15%

21. For loss of the thumb of the left hand, by traumatic or surgical amputation, whenever it includes two phalanges (fingers). 15%

22. Ankylosis dorsal aspect of the foot in nonfunctional position. 15%

23. Shortening of an inferior member at least in five cm. 15%

24. Ankylosis of the wrist in functional position. 15%

25. For loss of each one of the fingers caused by traumatic or surgical amputation, except the thumb. 10%

26. Ankylosis of the instep of the foot in functional position. 8%

27. Shortening of an inferior member at least in three cms. 8%

28. For loss of the great toe of foot. 5%

29. For loss of each one of the toes, except the great toe. 3%

The indemnifications paid for numbers 15, 21, 25, 28 and 29 will be reduced by any payment that will later be made for the loss of the hand or respective foot.

In the cases of incapacitation or loss of several members, organs or faculties of the enumerated in the previous list, produced by the same accident, the total value of the indemnification will be the sum of the percentage corresponding to each one, without exceeding the Assured Sum.

Loss: In agreement used here, with respect to the organs or members that are mentioned and for the effects of the present optional protection, loss means:
a) Loss of the Hands: Traumatic or surgical amputation at level of the radiocarpiana (wrist) joint.
b) Loss of the Feet: Traumatic or surgical amputation at level of the tibiotarsiana (shinbone) joint.
c) Loss of the Eyes: The total loss or irreparable loss of vision.

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 (3l 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.

K.5 **52.204-8** ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2012)

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

(2) The small business size standard is $7 million**.**

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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 ORCA 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 clause at 52.204-7, Central Contractor Registration.

(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, or 2010.

(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, Alternate I, and Alternate II) 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 $67,826, the provision with its Alternate II 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 Sanctioned Activities Relating to Iran—Representation and Certification. 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 Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(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 o are not o 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 o, have not o, 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 o has not o, 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.

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

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

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

(b) The contracting officer has determined that for performance in the country of ***Colombia***

X 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) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

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)

K.11. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)

(a) *Definitions*.

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) *Exception for trade agreements*. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (*e.g.*, 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)