SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES
		1 79

2. CONTRACT (Proc. Inst. Ident.) NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	SKE50015R0002	[ ] SEALED BID (IFB) [x] NEGOTIATED (RFP)	March 17,2015	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than item 7)
AMERICAN EMBASSY NAIROBI U.N. AVENUE GIGIRI; PO BOX 606,00621, ATTN: GSO-PROCUREMENT - 1901.0 NAIROBI KENYA **Phone:** **Fax:**		

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

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in the Embassy until April 16, 2015 local time 11:00 (hour).

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT	C. E-MAIL ADDRESS
	Judith Wambui Mulinge	254 203636849	mulingejw@state.gov

11. TABLE OF CONTENTS

(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	45
X	B	SUPPLIES OR SERVICE AND PRICES/COSTS	2			PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS/WORK STATEMENT	13	X	J	LIST OF ATTACHMENTS	55
X	D	PACKAGING AND MARKETING	32			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	33	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	59
X	F	DELIVERIES OR PERFORMANCE	35				
X	G	CONTRACT ADMINISTRATION	37	X	L	INSTRS., COND., AND NOTICES TO OFFERORS	70
X	H	SPECIAL CONTRACT REQUIREMENTS	40	X	M	EVALUATION FACTORS FOR AWARD	77

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 inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

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

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

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

AWARD (To be completed by Government)

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

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

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

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

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

NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (REV 9-97)
Prescribed by GSA

SECTION B
PART I: PRICE - HEALTH INSURANCE

B.1. HEALTH INSURANCE SERVICES

The Contractor shall provide the Health Insurance services to employees of the Government of the United States of America in Kenya as described in Section C and the Exhibits in Section J. The groups of employees who shall be provided this insurance are listed in C.1.3 (medical) and C.2.3 (life). This insurance shall be provided in accordance with Section C

B.1.1. Official Residence Expense (ORE) Staff, American Employees Association (AEA) and Peace Corps Personal Service Contracts (PSC) are included under this contract only as a rider; the Contractor shall bill the Chief of Mission and Deputy Chief of Mission (for ORE Staff), the American Employees Association (for AEA) and Peace Corps (for PSC) at the rates specified below. See Section G for billing procedures.

B.1. HEALTH INSURANCE SERVICES

The Contractor shall provide Health Insurance services to employees of the Government of the United States of America in Kenya. The groups of employees who shall be provided this insurance are listed in C.1.2. This insurance shall be provided in accordance with Section C and the Exhibits in Section J.

B.2. PRICES

B.2.1 VALUE ADDED TAX.

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

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

B.2.3. Base Year of Contract			
Bi-Weekly Rates per Employee			
Category	Estimated Number of Individual	Rate per Individual	Bi-Weekly Total
a. Employees (Self Only)	1036		
b. Employee's Spouse	897		
c. Employee's Children	1954		
d. Subtotal (a + b+c)			
d. Total Price for Base Year (d x 26)			

B.2.4. Option Year 1 of Contract			
Bi-Weekly Rates per Employee			
Category	Estimated Number of Individual	Rate per Individual	Bi-Weekly Total
a. Employees (Self Only)	1036		
b. Employee's Spouse	897		
c. Employee's Children	1954		
d. Subtotal (a + b+c)			
d. Total Price for Base Year (d x 26)			

B.2.5. Option Year 2 of Contract			
Bi-Weekly Rates per Employee			
Category	Estimated Number of Individual	Rate per Individual	Bi-Weekly Total
a. Employees (Self Only)	1036		
b. Employee's Spouse	897		
c. Employee's Children	1954		
d. Subtotal (a + b+c)			
d. Total Price for Base Year (d x 26)			

B.2.6. Option Year 3 of Contract			
Bi-Weekly Rates per Employee			
Category	Estimated Number of Individual	Rate per Individual	Bi-Weekly Total
a. Employees (Self Only)	1036		
b. Employee's Spouse	897		
c. Employee's Children	1954		
d. Subtotal (a + b+c)			
d. Total Price for Base Year (d x 26)			

B.2.7. Option Year 4 of Contract			
Bi-Weekly Rates per Employee			
Category	Estimated Number of Individual	Rate per Individual	Bi-Weekly Total
a. Employees (Self Only)	1036		
b. Employee's Spouse	897		
c. Employee's Children	1954		
d. Subtotal (a + b+c)			
d. Total Price for Base Year (d x 26)			

B.2.8. Grand Total of Base plus All Option Years	
Base Year Total	
Option Year 1 Total	
Option Year 2 Total	
Option Year 3 Total	
Option Year 4 Total	
Grand Total of Base plus All Option Years	

B.3 ADMINISTRATIVE RETENTION AMOUNTS

B.3.1 If the Contractor requests a price adjustment under B.4 below, the Contractor must present cost experience data that includes the retention amount. For purposes of any economic price adjustment, this retention amount is a fixed amount that is a part of the premium amounts in B.2. This retention amount will not be adjusted for any reason.

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

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

B.3.2.1 Bi-Weekly Retention Amounts per separate premium paid per single employee and per family plan.

Period of Performance	Employees (Self Only)	Employee's Spouse	Employee's Children
Base Period			
Option Year 1			
Option Year 2			
Option Year 3			
Option Year 4			

B.4. ECONOMIC PRICE ADJUSTMENT-HEALTH INSURANCE PREMIUMS

B.4.1. Premium Adjustment Based on Experience - For health insurance, prices may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract, and it specifically excludes all riders in B.1.1. No adjustment will be allowed during the first twelve months. After such time, the Contractor or the Government may request an adjustment in premiums on an annual basis. Adjustments are not retroactive to previous contract terms. Before any such adjustment is made, the Contractor agrees to provide the Government a balance sheet showing three main components for the time period: (1) receipts (premiums received) minus the retention amount, (2) number of insurance plans and (3) claims paid. This information shall be provided per type of premium, i.e. per line item. The retention amount is not subject to adjustment. The Government reserves the right to have an independent third party review the balance sheet and claims and make recommendations regarding the appropriateness of the

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

B.4.2. Premium Adjustment Based on Laws - The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the Contractor to perform this contract at the contracted rate. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the premium rate. The Contractor agrees to provide all documentation necessary to support any requested adjustment.

B.4.2.1 Employee Pool – This clause is only in effect if the Contractor included details in its offer regarding a pooling arrangement, of which this contract is a part.

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

PART II: PRICE - GROUP LIFE INSURANCE

GROUP LIFE & GROUP DISABILITY INCOME INSURANCE

B.5. GROUP LIFE & DISABILITY 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 Kenya**.** 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.

B.5.1. Official Residence Expense (ORE) Staff are included under this contract only as a rider; the Contractor shall bill the Chief of Mission and Deputy Chief of Mission (for ORE Staff), at the rates specified below. See Section G for billing procedures.

B.6. GROUP LIFE & DISABILITY INCOME INSURANCE RATES

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

B.6.1. Base Year of Contract			
Quaterly Premium Rates per Employee			
Type of Insurance	Premium (per 1,000 of Salary)	Estimated Payroll (Quaterly in Thousands)	Quaterly Total
a. Basic Life		1,618,886	
b. Accidental Death & Dismemberment		1,618,886	
c. Total Disability Coverage		1,618,886	
d. Subtotal (a + b + c)			
e. Total Price for Base Year (d x 4)			

B.6.2. Option Year 1 of Contract			
Quaterly Premium Rates per Employee			
Type of Insurance	Premium (per 1,000 of Salary)	Estimated Payroll (Quaterly in Thousands)	Quaterly Total
a. Basic Life		1,618,886	
b. Accidental Death & Dismemberment		1,618,886	
c. Total Disability Coverage		1,618,886	
d. Subtotal (a + b + c)			
e. Total Price for Base Year (d x 4)			

B.6.3. Option Year 2 of Contract			
Quaterly Premium Rates per Employee			
Type of Insurance	Premium (per 1,000 of Salary)	Estimated Payroll (Quaterly in Thousands)	Quaterly Total
a. Basic Life		1,618,886	
b. Accidental Death & Dismemberment		1,618,886	
c. Total Disability Coverage		1,618,886	
d. Subtotal (a + b + c)			
e. Total Price for Base Year (d x 4)			

B.6.4. Option Year 3 of Contract			
Quaterly Premium Rates per Employee			
Type of Insurance	Premium (per 1,000 of Salary)	Estimated Payroll (Quaterly in Thousands)	Quaterly Total
a. Basic Life		1,618,886	
b. Accidental Death & Dismemberment		1,618,886	
c. Total Disability Coverage		1,618,886	
d. Subtotal (a + b + c)			
e. Total Price for Base Year (d x 4)			

B.6.5. Option Year 4 of Contract			
Quaterly Premium Rates per Employee			
Type of Insurance	Premium (per 1,000 of Salary)	Estimated Payroll (Quaterly in Thousands)	Quaterly Total
a. Basic Life		1,618,886	
b. Accidental Death & Dismemberment		1,618,886	
c. Total Disability Coverage		1,618,886	
d. Subtotal (a + b + c)			
e. Total Price for Base Year (d x 4)			

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

B.7 ADMINISTRATIVE RETENTION AMOUNTS

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

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

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

NOTE TO OFFEROR: Fill in the fixed quarterly 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 Quarterly Retention Amounts per Separate Premium Paid per Employee:

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

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

B.8.1. Premium Adjustment Based on Experience: For life insurance, prices may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract, and it specifically excludes all riders in B.1.1. No adjustment will be allowed during the first twelve months. After such time, the Contractor or the Government may request an adjustment in premiums on an annual basis. Adjustments are not retroactive to previous contract terms. Before any such adjustment is made, the Contractor agrees to provide the Government a balance sheet showing three main components for the time period: (1) receipts (premiums received) minus the retention amount, (2) number of insurance plans and (3) claims paid. The information shall be provided per type of premium, ie per line item. The retention amount is not subject to adjustment. The Government reserves the right to select an independent third party to review the balance sheet and claims and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Mutually agreed to adjustments shall be effective thirty days after complete information is received by the Government. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

B.8.2. Premium Adjustment Based on Law: The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the Contractor to perform this contract at the

rate contracted for herein. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the premium rate. The Contractor agrees to provide all documentation necessary to support any requested adjustment.

SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

PART I - HEALTH INSURANCE

C.1. HEALTH INSURANCE SERVICES

The Government of the United States of America requires Health Insurance coverage for its employees as further described in C.1.2 in Kenya. The Government has determined that the prevailing practice by employers in Kenya is to provide for their employees health insurance protection and that the cost of such insurance protection is usually borne by both the employee and the employer: USG pays 90% and employee 10%. For eligible employees who are regularly scheduled to work less than 30 hours per week: The USG will pay a prorated share of the premium cost for employee and dependent coverage, based on the number of hours the employee is regularly scheduled to work.

Health insurance protection will be representative of locally prevailing compensation practice as further described in C.1.2. The specific health benefit coverage under this contract is set forth in Section C.
The Contractor shall insure that health care under this contract does not exclude HIV/AIDS care.

C.1.1 Employee and Dependent Health Services Benefits

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

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

Paragraph	Covered Benefit	Employee	Dependent (Spouse /Children)
C.1.1.1.	**Hospitalization (In Patient Services):**100% reimbursement of room and board for a ward room or semi-private room. 100% reimbursement of in-patient hospital medical expenses including laboratory tests and x-rays, nursing care, operating room costs, intensive care, prescription medicines, psychiatric care and physical therapy. 100% reimbursement of ambulance service and in-country air transport. The Cost shall include but is not limited to: (a) Ward or semi-private room to include board for mothers accompanying sick children. (b) Operating theatre fees and surgical expenses. (c) All Doctors', specialists' and pathologists' fees for visits and services rendered to the insured while confined in the hospital. (d) All diagnostic tests and other charges of the hospital for services and supplies for treatment and care of the insured while confined in the hospital. (e) All HIV/AIDS related treatment expenses. Provide HIV/AIDS cover that includes HIV testing, lab monitoring for CD4, viral load tests and hematology, biochemistry tests, ARV drugs, as well as drugs for Opportunistic Infections as appropriate. (f) Obstetric-related expenses e.g. pregnancies, deliveries; normal and Caesarian Sections/maternity, ectopic pregnancies, miscarriages, ARV during child birth for E staff mothers. (g) Well-baby care up to age 1.5 years consisting of primary vaccinations, growth and development monitoring, routine blood and urine tests, health education and nutrition, prevention and management of minor ailments, referral of sick babies to the pediatric casualty	Applicable	Applicable

	including HIV and Treatment Any of the following conditions but not limited to: (a) Heart attack: The death of a portion of the heart muscle or damage to the heart due to inadequate blood supply to the relevant area. (b) Cancer: A disease manifested by the presence of malignant tumor characterized by uncontrolled growth and spread of malignant cells, and the invasion of normal surrounding tissue. (c) Coronary Artery Disease Surgery: The actual undergoing of bypass surgery (either saphenous vein internal mammary graft) for the treatment of coronary artery disease. (d) Major Organ Transplant: The human-to-human organ transplant from a donor to the insured person of one or more of the following organs: Kidney, Heart, Lung, Liver, Pancreas or Bone Marrow: including expenses incurred by the donor during such a transplant. (e) Paraplegia: The total and irreversible loss of the use of legs or arms. (f) Kidney failure: End stage renal failure presenting as chronic irreversible failure of kidneys to function as a result of which regular renal dialysis must be instituted. (g) Stroke: any cerebrovascular occurrence or accident which produces neurological sequelae lasting more than 24 successive hours and include infarction of brain tissue, hemorrhage, and remobilization from an extra cranial source. Evidence of permanent neurological deficit must be produced. (h) Any medical condition that requires treatment in the High Dependency Unit (HDU) or Intensive Care Unit (I.C.U.) (i) Follow up treatment in respect of any of the above.		

	(j) Any AIDS related disease that may be required on an emergency.		
C.1.1.2.	**Surgery (in-patient)**: 100% reimbursed of operation theater and doctors' and surgeons' fees incurred while hospitalized. **Surgery (out-patient):** 90% at a hospital on an out-patient basis, at a doctors' office or at home.	Applicable	Applicable
C.1.1.3.	**Doctor Visits (in-patient)**: 100% reimbursement of doctors' fees incurred while hospitalized. **Doctor Visits (out-patient):** 90% at a hospital on an out-patient basis, at a doctors' office or at home.	Applicable	Applicable
C.1.1.4.	**Prescription Drugs**: 90% reimbursement of the cost of medicines and drugs for which a prescribed by a physician and dispensed by a local pharmacist. Expenses incurred for medicines, vitamins, cold remedies, etc., that are available over the counter without a prescription will not be reimbursed even if prescribed by a physician.	Applicable	Applicable
C.1.1.5.	**Maternity**: 100% reimbursement when for inpatient routine delivery, C-section delivery, for miscarriage, and prenatal and postnatal care. **Well-baby care up to age 1.5 years**: 100% reimbursement consisting of primary vaccinations, growth and development monitoring, routine blood and urine tests, health education and nutrition, prevention and management of minor ailments, referral of sick babies to the pediatric urgent care, including HIV care and treatment.	Applicable	Maternity Applicable to Female employee or Male employee's legal spouse Applicable
C.1.1.6.	**Hospital Out-patient Services**: 90% at a hospital on an out-patient basis, at a doctor's office or at home. 90% reimbursement for laboratory tests. The Cost shall include but is not limited to: (1) All Doctors', specialists' and pathologists' fees.	Applicable	Applicable

	Fees of a registered graduate nurse (other than a close relative or one residing in the insurer's home) for private duty nursing; nursing home and nursing attendance fees not to exceed 30 days in any one contract year; (2) The following other services and supplies shall apply but not limited to: (a) X-ray, laboratory, and physiotherapy charges (b) Drugs and medicines prescribed by a physician and dispensed by a licensed pharmacist. Expenses incurred for medicines, vitamins, cold remedies, etc., that are available over the counter without a prescription will not be reimbursed even if prescribed by a physician. (c) Surgical dressings, casts, splints, trusses, braces and crutches. (d) Artificial limbs and eyes when necessitated by accidental bodily injury or disease. (e) Rental of wheelchair, hospital bed or iron lung, or purchase of hearing aids.		
C.1.1.7.	**Optical Services**: 80% reimbursement per insured up to 40,000 KES reimbursement for eye examination and treatment. 100% per insured up to 100,000 KES reimbursement for prescription lenses. 100% per insured up to 8,000 KES reimbursement for frames.	Applicable	Applicable
C.1.1.8.	**Dental Services**: 80% up to 122,000 KES per family per contract year maximum. The Cost shall include but is not limited to: - Consultant charges. - X-rays, fillings - Extracts of tooth or teeth - Periodontics treatment - Orthodontic treatment - Crown and bridge - Palliative treatment, scaling and polishing of teeth.	Applicable	Applicable

C.1.1.9.	**Physical Therapy**: 50% reimbursement (out-patient).Physical therapy coverage is reimbursed at 50% and is not limited to improving strength and mobility of injured muscles including supervised exercise programs. Post-hospitalization physiotherapy is reimbursed at 100%.	Applicable	Applicable
C.1.1.10.	**Psychiatric Treatment**: 100% up to 300,000 KES reimbursement for out-patient. Psychological treatment and care which may/may not include medications, for psychiatric ailments. It may also include the services of a psychologist.	Applicable	Applicable
C.1.1.11.	**Ambulance Service**: 100% reimbursement of ambulance service and air transport. Ambulance service is provided transport and urgent care for patients to a hospital or health facility or transfer to another hospital or health facility.	Applicable	Applicable
C.1.1.12.	**Hearing Aids**: 80% reimbursement of the cost of one hearing aid apparatus every three years and related examination.	Applicable	Applicable
C.1.1.13.	**Expenses incurred Out-of Country:** Medical expenses incurred out of country by employees and dependents when (1) a life threatening condition occurs when the individual is out of the country and treatment is medically necessary before the individual returns home or (2) the individual's attending physician certifies in advance that such treatment is medically necessary and unavailable locally. Reimbursement will be made at the same percentage rate and subject to the same annual maximum limit as for expenses incurred in country.	Applicable	Applicable
C.1.1.14.	**Other Benefits:** a) **HIV/AIDs**: A separate maximum limit applicable to the **employee only** will be included for the HIV/AIDs medications expanded coverage up to a maximum of 10,000 USD. b) **Catastrophic Coverage**: 100% up to 1,400,000 KES reimbursement.	Applicable	Applicable only for Catastrophic Coverage

C.1.1.15.	1. **Maximum Limits on benefits** a) The Insurance company will reimburse covered expenses up to a limit of 3,000,000 KES per covered individual per year (for both in and out-patient). b) A Separate maximum limit applicable to the employee only will be included for the HIV/AIDS medications expanded coverage is up to a maximum of local currency equivalent of USD 10,000 c) Catastrophic Coverage: 100% up to 1,400,000 KES reimbursement. d) Dental Care: coverage maximum is up to 122,000 KES per family per contract year. e) Optical Care: coverage maximum is up to 40,000 KES reimbursement for eye examination and treatment, up to 100,000 KES reimbursement for prescription lenses, up to 8,000 KES reimbursement for frames. f) Hearing Aids: maximum one hearing aid apparatus every three years and related examination.	Applicable	Applicable apart from item number b)

C.1.2 Health Benefits Conditions and Limitations.

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

<u>Expenses not covered</u>

a) No reimbursement for routine annual physical exams and inoculations
b) Family planning
c) Nursing care
d) Transportation for out of country treatment

e) Elective cosmetic surgery
f) Spa cures
g) Rejuvenation cures
h) Massage
i) Exercise therapy
j) Long term rehabilitative therapy
k) Non-medical hospital charges such as telephones or television; home help, family help, or similar household assistance
l) Fees of persons who are not licensed physicians or nurses; or services or supplies which have not been prescribed or approved by a physician or nurse.
m) No reimbursement for expenses that will be reimbursed or paid directly under a host country medical program, the U.S. workers' compensation program, or a post's employee Workers' compensation program.
n) No reimbursement for expenses related to an illness or injury that is a result of an unlawful action on the part of the patient.
o) The practice of a dangerous sport.
p) Excessive or illegal use of alcohol or drugs.
q) A self-inflicted wound while sane or insane (Children below 18years old are exempted)
r) Injuries sustained while in Service in the armed forces of any country.

C.1.3 Eligible Participants

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

C.1.3.1.1 All current active employees of the United States Government, employed within the geographic boundaries of Kenya paid under the Local Compensation Plan, and certified by the Contracting Officer. Covered employees include

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

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

C.1.3.2 <u>Location of Employment</u>

The individuals covered by <u>C.1.3.1</u> must be employed within the geographic boundaries of Kenya by: Department of State, U.S. Agency for International Development.

C.1.3.3 <u>Participants Covered Under a Rider</u>

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

C.1.3.3.2 All current active employees of the Employee Association at Embassy Nairobi (see separate rider, Exhibit C). All costs for American Employees Association (AEA) are the responsibility of the Employee Association, not the U.S. Government.

C.1.3.3.3 All Peace Corps Personal Service Contracts (PSC) at Embassy Nairobi (see separate rider, Exhibit D). All costs for Peace Corps Personal Service Contracts (PSC) are the responsibility of the Peace Corps, not the U.S. Government

C.1.4 Individuals Not Eligible for Coverage

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

C.1.5. Other Eligible Participants

The following additional categories of persons are covered by this insurance: An employee's dependents who are defined as the employee's legal spouse (limit one), and each unmarried, economically dependent child who primarily resides with the employee unless away at school.

Child is defined as the employee's natural child, adopted child, stepchild, or foster child. An eligible child will be covered until the end of the calendar year in which the child turns age 18, or in the case of a child who is a full-time student, until the end of the calendar year in which the child turns age 25. There is no age limit for an eligible child who is physically or mentally handicapped so as to be unable to live independently. There is no limit on the number of children covered per employee.

C.1.6. Eligibility

C.1.6.1. Term of Eligibility and Effective Date

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

During a period of Leave Without Pay (LWP) or unpaid leave that is one pay period or less, coverage under the insurance contract will continue. The USG will pay the total premium

cost to the Contractor. The employee's share of the premium will be collected through payroll deduction in that or the subsequent pay period.

C.1.6.2. Period of Ineligibility.

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

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

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

C.1.7. GENERAL REQUIREMENT

The Contractor shall provide (1) high level of individual attention to claims and close management oversight to monitor efficiently and accurately the Medical, Life and Disability insurance claims submitted for payment, and (2) monitor changes in staffing and payroll that affect premiums. The Contractor shall always take the greatest care to ensure prompt payment of claims (within ten (10) work-days of submission) and accurate monitoring of premiums. The Contractor shall also keep and provide the listed hospitals with an updated list of covered members at all times.

C.1.7.1. FORMS AND ISTRUCTIONS: The Contractor shall provide all forms necessary for employees and/or their dependents to apply for insurance coverage, designate beneficiaries if insurance, and forms for filling claims benefits covered under this insurance contract. This shall include but not be limited to application forms, designation of beneficiary forms, claims forms and instructions for completing the forms

C.1.7.1.1. Brochure Requirement: The Contractor shall provide a document (brochure/pamphlet/other written document) English that sets forth a complete listing of the health insurance benefits to be provided under this contract. This brochure shall be provided in sufficient quantities so that each covered employee receives a copy. The Contractor shall furnish all copies of the brochures to the COR, who will ensure that appropriate distribution is made.

C.1.7.1.2. The Contractor shall provide the document described in C.1.7.1 to the COR not later than 14 days after date of contract award. The Contractor shall provide additional brochures for new employees within ten (10) days of the COR's request.

C.1.7.1.3. The Contractor assumes full responsibility for ensuring that the document described in C.1.7.1 accurately reflects the requirements of the contract, as implemented by the Contractor's technical proposal. In all cases, the contract shall take precedence. Should the COR discover that the brochure contains inaccuracies, the Contractor will be notified in writing; however, failure on the part of the Government to notice any inaccuracies shall in no way limit,

revise or otherwise affect the requirement under this contract for the Contractor to fully comply with all contract terms.

.

C.1.7.2. POINT OF CONTACT OF CONTRACTOR: The Contractor shall provide the name of a point of contact with which employees may contact to assist in filing or tracking claims filed against the insurance covered under this contract. The Contractor shall ensure prompt payment of claims (within ten (10) work-days of submission) and that claims decisions and payments are communicated promptly to both employee and COR

C.1.7.3. BRIEFINGS PROVIDED BY THE CONTRACTOR: The Contractor shall provide group briefings to employees, on insurance coverage as requested by the COR.

PART II: GROUP LIFE INSURANCE

GROUP LIFE & GROUP DISABILITY INCOME 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 Kenya. The Government has determined that the prevailing practice by employers in Kenya is that group life insurance coverage is representative of locally prevailing compensation practice and that the cost of such insurance protection is usually borne by the employer on a 100%.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.

C.2.0.1 Benefits

1. Death Benefit
2. Disability Benefit
3. Funeral Expense Benefit

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

Natural Death: Employee's estate will receive 3 times basic annual salary at the time of death (Kenya Shillings)

C.2.1.2 Accidental or work related Death or Disability Coverage.

The employee's estate or employee will receive an amount equal to three (3) times the amount of annual basic salary at the time of death (Kenya Shillings

C.2.1.3 Total Disability Coverage

The employee will receive an amount of 28 months' base salary (Kenya Shillings)

C.2.1.4 Funeral Benefits

The contractor shall pay Kenya Shillings 50,020 at the time of death, payable within two working days

C.2.2 Life Insurance Benefits Conditions and Limitations.

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

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

1. Self-inflicted wounds or wounds inflicted at the employee's request, irrespective of the employee being sane or insane, excluding a suicide or attempted suicide after 2 years' continuous coverage under this or the Government's previous life insurance contract.
2. Violating the law or in resisting detention or arrest,
3. Participating in competitions involving the use of wheeled vehicles, horses, boats, or water skis.
4. Flying an airplane or any other aircraft as a passenger or otherwise, except as a passenger on an airplane operated by a passenger airline on a scheduled air service over an established passenger route.
5. An accident resulting from the employee being under the influence of alcohol, drugs or other toxic substance unless administered by a physician. Death as a result of a disease or physical or mental infirmities and medical or surgical treatment thereof (except pyogenic infection due to an accidental cut or wound) shall be considered a natural and not an accidental death. Suicide will not be covered.

C.2.3. Eligible Participants.

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

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

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

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

C.2.3.2 Location of Employment

C.2.3.2 The individuals covered by C.2.3.1 must be employed within the geographic boundaries of Kenya by: *Department of State, U.S. Agency for International Development.*

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 RESERVED

C.2.4 Individuals Not Eligible for Coverage

C.2.4.1. New employees who have reached the age of 60 prior to entering on duty with the U.S. Government will not be eligible for life insurance coverage.

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

C.2.5. 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 and disability benefits under this contract upon award and thereafter during the performance period of this contract. Each new eligible employee will be enrolled upon entering on duty with the United States Government. An employee is considered active ("on the rolls") whenever such employee is on approved leave, whether paid or unpaid.

C.2.6.2. Period of Ineligibility

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

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

C.2.7. Brochure Requirement

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

C.2.7.2. The document described in C.2.7.1 shall be provided to the COR not later than 14 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.2.8. <u>IMPORTANT PARTICULARS AND RECORDS</u>:

(a) For a member to enroll for the Group Life and Disability Income Coverage, the Contractor shall provide application forms to be completed by new members. The member will provide the full name, date of birth, date of appointment, the annual basic salary, names of designated beneficiaries and any other information that may reasonably be required by the Contractor in connection with the Group Life & Disability Income Cover.

(b) Any updates in salary for any member shall be communicated to the contractor within 30 calendar days.

(C) The Contractor shall be expected to deliver the following:

(i) Application forms for new members
(ii) Information booklets
(iii) Member's essential and reasonable records which may be requested for by the COR.

C.2.9. HANDLING OF CLAIMS:

C.2.9.1. Life Insurance Coverage

(a) Upon notification of the death of a member by the COR, the Contractor shall pay a portion of the employee Life insurance benefit of an amount of KShs.100,000.00 within two working days. The Contactor shall thereafter provide any necessary forms to be completed by the beneficiary/ies or the COR. After receipt of all the completed and signed forms and/or any other necessary information, the Contractor shall pay the Life insurance benefit balance to the beneficiary within 60 calendar days.

(b) An eligible employee shall, subject to the laws and regulations governing such matters, on becoming a member, nominate the beneficiary who shall b
e entitled to receive the Sum Assured and at any time thereafter alter any such nomination previously made, provided that notification is given in writing to the COR and Insurance. If there is no beneficiary living at the time of the member's death, the member's legal representatives shall be entitled to receive the sum assured.

C.2.9.2. Disability Income Insurance Coverage

(a) Upon notification by the COR of a member's absence due to disability caused by illness or injury, the Contractor shall provide any necessary claim forms for completion by the COR and the member. After receipt of all the duly completed and signed forms and any other doctors' reports on the disability, the Contractor shall start payment of the disability benefit. The Contractor shall be responsible to request for medical examination reports that may be necessary from time to time and any expenses for such reports shall be borne by the Contractor.
(b) No premiums will be payable in respect of a member who is receiving benefits.

C.20. Period of Disablement:

The period of disablement in respect of which benefit is payable shall not extend beyond the time when a member recovers from the effects of any illness or accident or beyond the period when the necessity for continuous medical attention shall have ceased. Benefit would be paid during disability caused by either accident or sickness for the specified benefit payment period or upon death of the member while still disabled. The COR, upon request by the Contractor, will notify them if a member is or continues to be disabled, and is not following any other occupation.

C.3.0 DEFINITIONS	
FMO	The Financial Management Officer (FMO) or the paying office for all U.S. Government Agencies, except U.S. AID.
COR	Contracting Officer's Representative (COR) is the Human Resources Officer (HRO) at post.
Contributory Insurance	Insurance for which the employee contributes toward the premium.
Customary and Reasonable Treatment	A diagnostic test or medical treatment which is usually performed in the community where the individual is being treated.
Dependent	The employee's legal spouse (limit one), and each unmarried, economically dependent child who primarily resides with the employee unless away at school. Child is defined as the employee's natural child, adopted child, stepchild, or foster child. An eligible child will be covered until the end of the calendar year in which the child turns age 18, or in the case of a child who is a full-time student, until the end of the calendar year in which the child turns age 25. There is no age limit for an eligible child who is physically or mentally handicapped so as to be unable to live independently. There is no limit on the number of children covered per employee.
Disability - Total and Permanent	A physical or mental impairment which precludes the individual from performing ordinary motor or bodily functions and which requires separation from employment. If the impairment is the result of a previous impairment, it shall be considered a continuation of the prior impairment.
Employee	An individual employed by the U.S. Government, under a direct-hire appointment, personal services contract (PSC), or personal services agreement (PSA), as further defined in Section C.1.3 for health insurance and C.2.3 for life insurance. Eligible employees are employee who are: Under age 60, working on a full time or part time basis under non-temporary direct hire appointments, personal services agreements, or personal services contracts and paid under the terms of the Local Compensation Plan. 1998 Embassy bombing victim’s Family Members.
Rider	Official Residence Expense (ORE), American Employees Association (AEA) and Peace Corps Personal Service Contracts will be covered under a rider to the contract as per C.1.3.3 for health insurance and C.2.3.3 for life insurance. The employing officer or Recreation Association, not the USG, is responsible for the employer's share of the premium expenses for an ORE/AEA/Peace Corps employee.

Employer	The United States Government or in the case of ORE and American Employee Association (AEA)employees, the Chief of Mission/Deputy Chief of Mission and the Employee Association, respectively.
Member	Every insured person under this contract for whom bi-weekly premiums are paid; that is, all employees and all eligible dependents.
GSO	General Services Officer in charge of the General Services Office at post. This officer is usually the Contracting Officer (CO) for this contract.
Hospital	An institution established and operated for the care and treatment of sick and injured persons. It provides 24-hour nursing care and has diagnostic, laboratory, treatment, and surgical facilities. Any institution which does not meet this definition is not considered a hospital.
Hospital Patient	**In Patient**-An individual who has been admitted to a hospital, is assigned a bed, and is given diagnostic tests or receives treatment for a disease or an injury. **Out Patient**- Medical and related services rendered by a hospital that do not entail hospitalization/admission
Maximum Benefit	The total amount that will be paid to any one covered individual for covered medical expenses or life insurance/disability benefit.
Physician	An individual who has graduated from an accredited medical school and is licensed to practice medicine in the jurisdiction in which the contract is to be performed. If the individual is a medical specialist, then he or she is Board Certified in that specialty
Surgical Procedure	Any invasive medical procedure by manual or instrument operation undertaken for diagnosis or treatment of a diseased patient.
Sum Assured	The amount payable on a member's death or disability. Such sum assured is computed per the basic annual salary at the time of death or disablement.
Beneficiary/ies	A person or persons nominated by a member in the USG's files to have entitlement to the Sum Assured upon the member's death.
Accidental Death	A loss of life incurred accidentally including but not limited to the following instances: (1) While the insured is riding as a passenger within any mechanically propelled non-serial, public transport or conveyance operated by a common carrier which regularly dispatches for hire over an established route in a regular passenger service but not while, or inconsequence of, attempting to jump out of the conveyance; (2) While the insured is riding as a passenger in a regular

	passenger elevator car (elevators in mines excluded); or (3) In consequence of a burning of any home, theatre, hotel or other public building in which the insured is present at the commencement of the fire. (4) Falling debris from construction sites etc.
Doctors Visit	A visit to a licensed medical practitioner for a medical problem.
Prescription Drugs	Drugs that can only be obtained by means of a physician's/doctor's prescription
Maternity	A visit to an Obstetrician/Gynecologist for pregnancy related care from conception to the delivery of a baby, whether normal or caesarian including provisions for brief courses of anti-retroviral drugs during childbirth to prevent the transmission of HIV to the employee's child. Duration of treatment is to be determined by the employee's personal physician, following WHO and CDC guidelines.
Optical Service	Eye care to include, but not limited to, eye examination, eye follow-up care, prescribing glasses, contact lens, etc.
Physical Therapy	Therapy for improving strength and mobility of injured muscle including supervised exercise programs
Psychiatric Treatment	Psychological treatment and care which may/may not include medications, for psychiatric ailments. It may also include the services of a psychologist.
Ambulance Service	Provide transport and urgent care for patients in need before their arrival to a hospital or a health facility.
Hearing Aids	Provide a gadget to augment hearing
Catastrophic Conditions	Major medical conditions occurring as a result of a single illness, accident, or closely related set of major illnesses (or conditions relating to a single accident) that exceed the standard maximum coverage limit.

SECTION D
PACKAGING AND MARKING

(RESERVED)

SECTION E
INSPECTION AND ACCEPTANCE

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

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

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

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

CLAUSE TITLE AND DATE

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

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

This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Paragraph	Performance Threshold
Services Performs all the insurance services set forth in the Performance Work Statement (PWS)	C.1.0 thru C.3.0	All required services are performed and no more than one (1) customer complaint is received per month. Reimbursement claims shall be paid within fourteen (14) days after being presented.

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

E.2.2 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996) or the appropriate Inspection of Services clause), if any of the services exceed the standard.

E.2.3 Procedures

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

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

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

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

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

(f) If the Contractor disagrees with the complaint and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

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

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

SECTION F
DELIVERIES OR PERFORMANCE

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

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

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

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

F.2 PERIOD OF PERFORMANCE. The performance period of this contract is one year beginning on the date stated in the notice period with four one-year options to renew.

F.3 OPTIONS

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

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

F.4 REPORTS AND OTHER DELIVERABLES

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

Human Resource Officer
American Embassy
United Nation Avenue, Gigiri
P.O Box 606-00621 Village Market
Nairobi

SECTION G
CONTRACT ADMINISTRATION DATA

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

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

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

G.2 COR DUTIES

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

G.2.2 In addition, the COR shall maintain updated list of employees and dependents insured, which will supersede the initial list provided under this contract and as reported to the insurer 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 currency stated in B.2.

G.4 SUBMISSION OF INVOICES AND PAYMENT

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

Financial Management Center
American Embassy
United Nation Avenue, Gigiri
P.O Box 606-00621 Village Market
Nairobi

Payments at End of Covered Period

G.4.2. Frequency of Payments. All funds under this contract will be obligated by issuance of task orders, as described in H.3. Each task order will fund a specific period of time and number of employees, and the task orders will be issued at the frequency described in H.3. All payments under this contract will be made at the conclusion of the period covered. Health insurance Invoices may be submitted monthly with payments being made monthly and Life insurance invoices may be submitted quarterly with payment being made quaterly 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.4.6. Peace Corps Personal Service Contracts (PSC) staff. The Peace Corps Personal Service Contracts (PSC) will make payment directly to the Contractor for the entire premium amount of the PSC employee, whether or not the PSC employee is contributing to the premium amount.

G.5 REFUNDS TO THE GOVERNMENT

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

requests a refund, the Contractor shall make that refund to the Government within ten calendar days of receipt of the request.

G.6 VALUE ADDED TAX

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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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

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

H.3 ORDERING PROCEDURES. The Government will issue a task order as soon as possible after contract award to identify all employees to be covered by the insurance described in this contract and the coverage selected by each employee, including dependents to be covered. The COR will make subsequent additions or deletions to this list in writing and provide the revised list to the Contractor. All such revisions shall be consolidated, and a new or modified task order will be issued by the Contracting Officer. If any changes have been made to the coverage listing, the Government anticipates issuance of a new task order on a [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, EA employees and Peace Corps Personal Service Contracts (PSC) 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 provide employee claim reimbursement checks to the COR for disbursement to the employee not later than the Tuesday which is two weeks after the claim has been submitted.

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

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

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

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

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

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

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

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

(2) The Contractor shall pay the employee's named beneficiary, legal heir, or estate the a portion of the life insurance benefit of an amount of Kshs 100,000.00 within two working days upon the notification of the death of a member and the balance amount of the claim to be paid 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. The report shall not contain any “rider” data

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 Kenya 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 Kenya Government, if required by law, will be the sole responsibility of the Contractor, and any fees, taxes, or other duties shall be payable by the Contractor without recourse to the Government of the amounts thereof.

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

H.7. ERRONEOUS PAYMENTS. If the Government becomes eligible for a refund of payment because of erroneous overpayment or other cause, the Contractor shall refund the amounts or use them to offset future payments owed by the Government, whichever the

Government prefers. The Contractor shall refund any refunds not complete or discovered after the completion date of this contract.

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

H.9. RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (February 28, 2012)

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

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

b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.
c. Provide sample recruitment agreement in English.
d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State jobs.
e. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.
f. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

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

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:
a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the

prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

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

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

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

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHOTLINE@STATE.GOV. 3

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

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

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

SECTION I
CONTRACT CLAUSES

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

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

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.210-1	MARKET RESEARCH (APR 2011)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
52.222-50	COMBATTING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)

52.225-5 TRADE AGREEMENTS (NOV 2013)

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 (FEB 2013)

52.232-1 PAYMENTS (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-17 INTEREST (OCT 2010)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

52.232-25 PROMPT PAYMENT (JULY 2013)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

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

52.233-3 PROTEST AFTER AWARD (AUG 1996)

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

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

52.242-13 BANKRUPTCY (JULY 1995)

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

52.244-6 SUBCONTRACTOR AND COMMERCIAL ITEMS (JULY 2014)

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

52.248-1 VALUE ENGINEERING (OCT 2010)

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

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

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

52.216-18 ORDERING (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.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one month's insurance premium, 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 4,000 members

(2) Any order for a combination of items in excess of 4,000 members or

(3) A series of orders from the same ordering office within five (5) 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 (two) 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

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

(End of clause)

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

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

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

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

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

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

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

I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR)

The following DOSAR clauses are provided in full text:

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

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at: *http://www.state.gov/m/ds/rls/rpt/c21664.htm* .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

Contractor personnel must take the following actions to identify themselves as non-federal employees:

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
2) Clearly identify themselves and their contractor affiliation in meetings;
3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

(End of clause)

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

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.
The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

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

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

(End of clause)

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

All work shall be performed during 7.15am to 4.30p.m Monday through Thursday and 7.15am to 12.15pm on Friday except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day (American)
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Good Friday
Easter Monday
Labor Day (Kenyan)
Madaraka Day
Idd ul Fitr
Mashujaa Day
Jamhuri Day

*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.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

(End of clause)

652.243-70 NOTICES (AUG 1999)

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

(End of clause)

SECTION J
LIST OF EXHIBITS/ATTACHMENTS

EXHIBIT A – EMPLOYEE STATISTICS

1. EMPLOYEES BY GENDER WITHIN AGE RANGES (BOTH MEDICAL & GROUP LIFE INSURANCE)

FEMALE		MALE	
Age (years)	**Number**	**Age (years)**	**Number**
20-34	50	20-34	58
35-45	187	35-45	253
46-55	127	46-55	197
56-60	57	56-60	70
TOTAL	421	**TOTAL**	578

2. EMPLOYEE SPOUSES BY GENDER WITHIN AGE RANGES (MEDICAL INSURANCE ONLY)

FEMALE		MALE	
Age (years)	**Number**	**Age (years)**	**Number**
20-34	153	20-34	15
35-45	270	35-45	110
46-55	146	46-55	107
56-65	15	56-65	49
66+	0	66+	9
TOTAL	584	**TOTAL**	290

3. DEPENDENT CHILDREN BY GENDER WITHIN AGE RANGES (MEDICAL INSURANCE ONLY)

FEMALE		MALE	
Age (years)	**Number**	**Age (years)**	**Number**
0-10	227	0-10	443
11-18	414	11-18	400
19-25 (if full-time student)	204	19-25 (if full-time student)	199
TOTAL	845	**TOTAL**	1042

EXHIBIT B - ORE EMPLOYEES RIDER

1. EMPLOYEES BY GENDER WITHIN AGE RANGES (BOTH MEDICAL & GROUP LIFE INSURANCE)

FEMALE		MALE	
Age (years)	**Number**	**Age (years)**	**Number**
20-34	0	20-34	0

35-45	3	35-45	3
46-55	0	46-55	1
56-60	0	56-60	1
TOTAL	3	**TOTAL**	5

2. EMPLOYEE SPOUSES BY GENDER WITHIN AGE RANGES (MEDICAL INSURANCE ONLY)

FEMALE		**MALE**	
Age (years)	**Number**	**Age (years)**	**Number**
20-34	2	20-34	0
35-45	2	35-45	0
46-55	0	46-55	0
56-65	0	56-65	0
66+	0	66+	0
TOTAL	4	**TOTAL**	0

3. DEPENDENT CHILDREN BY GENDER WITHIN AGE RANGES (MEDICAL INSURANCE ONLY)

FEMALE		**MALE**	
Age (years)	**Number**	**Age (years)**	**Number**
0-10	7	0-10	2
11-18	3	11-18	1
19-25 (if full-time student)	3	19-25 (if full-time student)	2
TOTAL	13	**TOTAL**	5

EXHIBIT C – EMPLOYEE ASSOCIATION EMPLOYEES RIDER

1. EMPLOYEES BY GENDER WITHIN AGE RANGES (MEDICAL INSURANCE ONLY)

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

2. DEPENDENT CHILDREN BY GENDER WITHIN AGE RANGES (MEDICAL INSURANCE ONLY)

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

EXHIBIT D – PEACE CORPS PERSONAL SERVICE CONTRACTS (PSC) EMPLOYEES RIDER

1. EMPLOYEES BY GENDER WITHIN AGE RANGES (MEDICAL INSURANCE ONLY)

FEMALE		MALE	
Age (years)	**Number**	**Age (years)**	**Number**
20-34	7	20-34	2
35-45	0	35-45	6
46-55	2	46-55	7
56-60	0	56-60	1
TOTAL	9	**TOTAL**	16

2. EMPLOYEE SPOUSES BY GENDER WITHIN AGE RANGES (MEDICAL INSURANCE ONLY)

FEMALE		MALE	
Age (years)	**Number**	**Age (years)**	**Number**
20-34	1	20-34	0
35-45	9	35-45	4
46-55	5	46-55	0
56-65	0	56-65	0
66+	0	66+	0
TOTAL	15	**TOTAL**	4

3. DEPENDENT CHILDREN BY GENDER WITHIN AGE RANGES (MEDICAL INSURANCE ONLY)

FEMALE		MALE	
Age (years)	**Number**	**Age (years)**	**Number**
0-10	11	0-10	11
11-18	3	11-18	11
19-25 (if full-time student)	2	19-25 (if full-time student)	9
TOTAL	16	**TOTAL**	31

EXHIBIT E – HISTORICAL CLAIMS INFORMATION OVER THREE YEARS

Year	**Medical Claims (Kenya Shillings)**
2013	171,724,233.00
2012	150,337,029.00
2011	142,600,530.00

Year	**Group Life (Kenya Shillings)**
2013	1,620.032.00
2012	39,509,733.00
2011	3,000,000.00

Year	**Group Disability Income (Kenya Shillings)**
2013	00
2012	2,059,660.00
2011	00

NOTE TO OFFERORS:

The claims paid by the incumbent contractor are provided for informational purposes only and under no circumstances shall it be construed to change any terms or conditions or requirements within the solicitation. Under no circumstances shall the U.S. Government be liable for this data or shall it become the basis for a request to adjust the premium rates after contract award. Offerors are advised any adjustments to contract premium rates shall be in accordance with the B.4

SECTION K
REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS

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

(a) The offeror certifies that

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

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

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

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

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

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

_____

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

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

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

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

(End of provision)

K.2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”,

“officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

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

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $150,000, for each failure.

(End of provision)

K.3. 52.204-3 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_____

(End of provision)

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.

(End of provision)

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2014)

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

(2) The small business size standard is **38,500,000 million dollars.**

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

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

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

[ ] (i) Paragraph (d) applies.
[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.
(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the

simplified acquisition threshold and the contract is not for acquisition of commercial items.
(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
(A) If the acquisition value is less than $25,000, the basic provision applies.
(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.
(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.
(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.
(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
(2) The following certifications are applicable as indicated by the Contracting Officer:
[*Contracting Officer check as appropriate.*]
__ (i) 52.204-17, Ownership or Control of Offeror.
__ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
__ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
__ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
__ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
__ (vi) 52.227-6, Royalty Information.
__ (A) Basic.
__(B) Alternate I.
__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are

current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are 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 non-responsible.

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

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

(End of provision)

K.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.

(End of provision)

Proposal Note: If the offeror has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The offeror shall obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at *http://www.dol.gov/owcp/dlhwc/lscarrier.htm*.

K.9 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (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 Kenya

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) RESERVED

(End of provision)

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)

The following DOSAR is provided in full text:

K.11 652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. SUBMISSION OF OFFERS

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

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

Volume	Title	Number of Copies
1	Executed Standard Form 33, Solicitation Offer and Award, and completed Section K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	2
2	Price Proposal and completed Section B: Supplies or Services and Price/Costs	2
3	Technical Proposal containing all technical factors and sub-factors	6

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

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

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

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

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

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

L.4.3. Volume 3 -- Technical Proposal

L.4.3.1 Management Approach

(a) Understanding of the Requirement

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

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

(b) Plan Administration

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

- Providing the insurance
- Maintaining adequate reserves to pay claims, including accounting procedures
- Administering and prompt payment of insured claims for reimbursement
- Procedures for reviewing claims (including where and how claims will be processed and settled)
- Description of the system for tracking utilization of services by claimants by diagnostic or other actuarial categories/profiles and comparing them against regional or national norms
- Availability of central point of contact and phone number for employees to call regarding claims or information

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

- The overall management of the contract.

L.4.3.2.1. Experience and Past Performance

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

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

(b) Contract number and type of contract;

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

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

(e) Brief description of the performance requirements;

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

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

L.4.3.2.2 Licensing Information

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

This section shall demonstrate that the offeror is licensed/certified/accredited through no less than the final day of the base performance period and that the offeror is eligible for renewal for the option periods. This section shall also

summarize and describe any probationary, disciplinary or actions taken upon the offeror, which are in force or are about to be imposed upon the offeror by the government of Kenya or its agents.

Failure to demonstrate that the offeror is an authorized insurance company permitted to write and administer health insurance policies in Kenya shall be grounds for rejection of the proposal.

L.4.3.3. Profit Sharing Credit

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

L.4.3.4 Employee Pool

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

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: *http://www.acquisition.gov/far/* or *http://farsite.hill.af.mil/vffara.htm.*

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

The following Federal Acquisition Regulation provisions are incorporated by reference:

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

52.214-34 SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)

52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

L.6 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

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

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

L.6.2 ECONOMIC PRICE ADJUSTMENT

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

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

(a). Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: American Embassy, United Nation Avenue, Gigiri P.O Box 602-00621 Village Market, Nairobi.

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

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

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is

considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Russell LeClaire at Tel No 254 20 3636000 and Fax No 254 20 3636157**,** For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

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

L.8. PRE-PROPOSAL CONFERENCE

L.8.1. A pre-proposal conference to discuss the requirements of this solicitation will be held on **March 26, 2015, 10am** *at the* **American Embassy Chancery.** Offerors interested in attendance should contact the following individual:

Name: Judith Mulinge
E-mail:mulingejw@state.gov
Telephone Number:+254 20 3636000
Fax Number:+254 20 3636157

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

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

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

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

L.9 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past five (5) years;

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

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

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be no responsible.

SECTION M
EVALUATION FACTORS FOR AWARD

M.1. EVALUATION OF PROPOSALS

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

M.2. OVERALL EVALUATION

Proposals will be evaluated in two phases: a technical evaluation to determine the acceptability of the offer to the solicitation technical requirements; and a price evaluation to determine the total evaluated price proposed by each offeror. The "total evaluated price" is the cumulative total of the base year insurance plus all option years for the total estimated quantity specified in Section B.

The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

M.3. AWARD SELECTION

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

M.3.2. Profit Sharing Credit Plan

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

M.4. FIXED PRICES

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

M.5. TECHNICAL EVALUATION

Offers will be evaluated on:

(i) Meeting each of the individual mandatory requirements/minimums for health insurance coverage specified in Section C through H and the Exhibit(s). The Government may reject, as technically, unacceptable proposals that:

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

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

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

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

M.6. 52.217-5 EVALUATION OF OPTIONS (JULY 1990)

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

M.7. PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will order the estimated quantities shown in Section B – SERVICES AND PRICES, of this solicitation.

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

M.8. SEPARATE CHARGES

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

M.9 AWARD WITHOUT DISCUSSIONS

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

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

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

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

(b) For acquisitions conducted using negotiation procedures—

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

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