

SECTION A – SF33

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 52		
2. CONTRACT (Proc. Inst. Ident.) NO.		3. SOLICITATION NO. S-SF750-12-R-0039		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 10/17/2011		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY American Embassy Pretoria, South Africa Phone: (012) 431-4000 Fax: (012) 342-2190				CODE		8. ADDRESS OFFER TO (If other than item 7)				
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in the reception area at the U.S. Embassy Pretoria, 877 Pretorius Street, Arcadia until February 17., 2011 at local time 17:00PM. 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. INFORMATION CALL:		FOR A. NAME Ethel Mwanaumo, Contracting Agent			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT			C. E-MAIL ADDRESS mwanaumoet@state.gov		
11. TABLE OF CONTENTS										
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OFFER (Must be fully completed by offeror)										
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is 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.										
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.										

SECTION B
PART I PRICE - MEDICAL SCHEME

B.1. MEDICAL SCHEME SERVICES

The Contractor shall provide the Medical Scheme services to employees of the Government of the United States of America in Lesotho and South Africa 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). This medical scheme cover shall be provided in accordance with Section C and the Exhibits in Section J.

B.1.1. Official Residence Expense (ORE) Staff are included under this contract only as a rider; the Contractor shall bill the Chief of Mission and Deputy Chief of Mission (for ORE Staff) and the Embassy Association Employees (for EAEs) at the rates specified below. See Section G for billing procedures.

B.2. PRICES

This is a fixed price with economic price adjustment requirements type contract under which will be issued firm, fixed-price task orders. The fixed prices/premium rates (in local currency) for the medical scheme services as specified in Section C are as follows:

B.2.1. BASE YEAR OF CONTRACT:

Monthly Rates Per Employee:

Category	Estimated number of employees	Rate per Category Identified	Total
Member	157		
Member+1	137		
Member + 2	154		
Member + 3	120		
Member + 4	35		
Member + 5+	11		
Subtotal	614		

Total Price for Base Year (Subtotal x 12): _____

B.2.2. FIRST OPTION YEAR OF THE CONTRACT:

Monthly Rates Per Employee:

Category	Estimated Number of employees	Rate per Category Identified	Total
Member	165		
Member+1	144		
Member + 2	162		
Member + 3	126		
Member + 4	37		
Member + 5+	11		
SUBTOTAL	645		

Total Price for Option Year 1 (Subtotal x 12): _____

GRAND TOTAL BASE PERIOD PLUS OPTION YEAR: _____

B.3. NON – HEALTH CARE COSTS

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

The non-healthcare costs are 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 profit. Essentially, it includes all costs except the actual portion of the premium intended to fund claims paid to the health care provider/claimant. B.3.2 sets forth the retention amounts per premium paid for each category of premium and for each period of performance.

NOTE TO OFFEROR - Fill in the monthly non-healthcare costs 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 non-healthcare costs shall NOT be expressed in terms of a percentage of the premium.

B.3.2. Period of Performance.

Period of Performance	Member	Member +1	Member + 2	Member + 3	Member + 4	Member + 5+
Base Period						
Option Year 1						

B.4. ECONOMIC PRICE ADJUSTMENT-MEDICAL SCHEME PREMIUMS

B.4.1. Premium Adjustment based on Experience - For medical scheme contributions, prices may be adjusted upward or downward based on the experience rating of all the members covered on the Medical Scheme. No adjustment will be allowed during the first twelve months. After such time, the contractor or the Government may request an adjustment in premiums on an annual basis. Before any such adjustment is made, the contractor agrees to provide the Government a balance sheet showing two main components for the time period: (1) receipts (premiums received) minus the non-healthcare costs and (2) claims paid. The non-healthcare costs is not subject to adjustment. The Government reserves the right to have an independent third party review the balance sheet and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

B.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 Medical Scheme 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.

SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

PART I - MEDICAL SCHEME COVER

C.1. MEDICAL SCHEME SERVICES

The Government of the United States of America requires medical scheme coverage for its employees as further described in C.1.2 in Lesotho and South Africa. . Medical scheme cover 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.

Post-Unique Benefits

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 reimbursement of prepackaged medical plan (to conform with prescribed minimum benefits as noted in the medical schemes act).

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).

The diagnosis, treatment and care costs of a prescribed minimum benefit condition will only be paid in full by the medical scheme if those services are obtained from a **designated service provider** in respect of that condition, except in the case of emergencies, when non-designated service providers may be used in accord with provisions of South African law

A co-payment or deductible, the quantum of which is specified in the rules of the medical scheme, may be imposed on a member if that member or his or her dependant obtains such services from a provider other than a designated service provider, provided that no co-payment or deductible is payable by a member if the service was **involuntarily** obtained from a provider other than a designated service provider. Beneficiaries in Lesotho may use designated services providers in South Africa. Beneficiaries from Lesotho may also use certain providers of service for such services that are unavailable in Lesotho but are available in South Africa.

- C.1.1.1. Hospitalization: 100% reimbursement of room and board for a ward room or semi-private room. The cost of a private room will be reimbursed up to 100% of the cost of a semi-private room. 100% reimbursement of hospital medical expenses including laboratory tests and x-rays, nursing care, operating room costs, intensive care, prescription medicines, and physical therapy.
- C.1.1.2. Surgery: 100% reimbursement for employees and dependants.
- C.1.1.3. Professional services and treatment: 100% reimbursement of doctors' and surgeons' fees incurred while hospitalized, at a hospital on an out-patient basis, at a clinic or doctor's office, or at home. 100% reimbursement for medical services and expenses when not hospitalized such as laboratory tests and x-rays, prescription medicines, routine annual physical examination, and inoculations.
- C.1.1.4. Prescription drugs and medicines: 100% reimbursement when hospitalized, and 100% reimbursement when not hospitalized, of the cost of medicines and drugs for which a prescription is legally required when hospitalized and when not hospitalized. 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.

For employees and dependants: 100% reimbursement for medications to suppress opportunistic infections such as tuberculosis and toxoplasmosis for employees and their dependants who have HIV/AIDS, as well as brief courses of anti-retroviral drugs during childbirth to prevent the transmission of HIV to the employees' child. The duration of this treatment is to be determined by the employee's physician following WHO or CDC guidelines.
- C.1.1.5. Maternity/Obstetrical Care: 100% reimbursement of obstetrical related medical expenses and 100% reimbursement for prenatal and postnatal care.
- C.1.1.6. Optical Care: 100% reimbursement of prepackaged medical plan for eye examination and treatment and prescription eyeglasses or contact lenses. Limited to one set of lenses/frames per patient. The maximum reimbursement for the frame is limited to a total of ZAR 3,050.00 of prepackaged medical plan or glasses (frames and lenses) or contact lenses per person. No reimbursement for nonprescription lenses or tinting.
- C.1.1.7. Dental Care: The limit for dental expenses is up to ZAR 17,400.00 of prepackaged medical plan per person for dental service including dentist's fees, X-ray, examination, and treatment, cleaning, fillings, extractions, false teeth, crowns, and bridges. Orthodontia treatment is covered only if treatment begins before age 15, unless required as a result of an accident. A maximum of four years of orthodontia treatment will be covered per patient.
- C.1.1.8. Physical Therapy: 100% reimbursement
- C.1.1.9. Psychologist Treatment: 100% reimbursement of prepackaged medical plan up to single member: ZAR 10,000, with one dependent: ZAR 13,500, with two dependents: ZAR 16,500 and with three or more dependents: ZAR 19,000. .
- C.1.1.10. Ambulance Service: 100% reimbursement

- C.1.1.11. Hearing Aids: 100% reimbursement up to ZAR15,800/annum per family for hearing aids.
- C.1.1.12. Expenses Incurred Out-of-Country: Medical expenses incurred out of country will be covered for an employee when on travel and when the treatment is medically necessary due to a life threatening condition before the employee returns. Reimbursement will be made at the same percentage rate and subject to the same annual maximum limit as for expenses incurred in country.

C.1.1.13. Reserved

C.1.1.14. Maximum Annual Reimbursement: None

C.1.2. Health Benefits Conditions and Limitations

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

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

No reimbursement for expenses that will be reimbursed or paid directly under host country medical program, the U.S. workers' compensation program, or post's LES staff workers compensation plan.

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 *South Africa and Lesotho* paid under the Local Compensation Plan, and certified by the Contracting Officer. Covered employees include:

C.1.3.1.2. LES (Locally Employed Staff) who are (1) working on a full-time or part-time basis under non-temporary direct hire appointments or under personal services agreements/contracts (PSA/PSC) that are not time limited to less than one year and (2) paid under the terms of the local compensation plan.

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

C.1.3.2. Location of Employment

The individuals covered by C.1.3.1 must be employed within the geographic boundaries of South Africa and Lesotho

C.1.3.3. Participants Covered Under a Rider

C.1.3.3.1. All current active employees of the Chief of Mission (COM), Deputy Chief of Mission (DCM) and Consuls General in Johannesburg, Durban and Cape Town assigned to their respective official Government residences and paid under an ORE account (see Exhibit A). All costs for ORE employees are the responsibility of the employing officer, not the U.S. Government. The COM and DCM are located at Embassy Pretoria and Maseru.

C.1.3.3.2. All current active employees of the Employee Association at Embassy Pretoria, Consulate Johannesburg, Consulate Cape Town and Consulate Durban, Lesotho (see Exhibit A). All costs for Employee Association Employees (EAEs) are the responsibility of the Employee Association, not the U.S. Government.

C.1.4. Individuals Not Eligible for Coverage

Individuals not eligible for coverage under this contract are employees working under temporary direct hire appointments, those working on when actually employed (WAE) schedules, those working under PSC or PSA that is time limited to less than one year, non-personnel services contract personnel and their employees, supplied by an independent contractor licensed to do business in South Africa who provides services to other local organizations as well as to the U.S Mission, employees of USAID institutional contractors, and Peace Corps personal services contractors as indicated in MS 743.

C.1.5. Other Eligible Participants

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

Eligible employees may elect to enroll their eligible dependants. For the purpose of this plan, an employee's dependants are defined as the employee's legal spouse (one) and unmarried economically dependent children who primarily reside 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 contract year in which he/she reaches age 18, or 21 if a full time student. 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. Parents, grandparents, siblings, and other relatives are not eligible dependents.

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 (USG). An employee is considered active ("on the rolls") whenever such employee is on approved leave, whether paid or unpaid.

During a period of Leave Without Pay or unpaid leave that is one pay period or less, coverage under the medical scheme 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 they are not covered.

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 or unpaid leave, the employee is responsible for the full cost of the medical scheme premiums for self and dependents. The Mission will pay the premiums directly to the contractor, and will collect the full cost from the employee on a quarterly basis. Alternatively, the employee may elect to have coverage cease if that employee prefers not to pay the premium.

C.1.7. BROCHURE REQUIREMENT

C.1.7.1. The contractor shall provide a document (brochure/pamphlet/other written document) in English that sets forth a complete listing of the health 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 Contracting Officer Representative (COR), who will ensure that appropriate distribution is made.

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4 Inspection of Services - Fixed Price (AUG 1996)

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

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

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all the medical scheme 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 hundred (100) customer complaints are received per month

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

E.2.2. Standard. The performance standard is that the Government receives no more than one hundred (100) customer complaints per month. The COR shall notify the Contracting

Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996) or the appropriate Inspection of Services clause), if any of the services exceed the standard.

E.2.3. Procedures

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complaint.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F DELIVERIES OR PERFORMANCE

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

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15 Stop Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

F.2. PERIOD OF PERFORMANCE: The period of performance for this contract is one year beginning on January 1, 2013 with One (1) year option 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:

Attn: Human resources Office
U.S Embassy
P. O. Box 9536
Pretoria, 0001

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 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 medical scheme 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 Rand

G.4. SUBMISSION OF INVOICES AND PAYMENT

G.4.1. Original Invoices for U.S. Government employees shall be submitted to the following address: Pretoria_Embassy_Invoice@state.gov.

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

- G.4.3. U.S. Government Employees: The Government shall make payments directly to the contractor for all Government employees, whether or not the employee is contributing to the premium amount.
- G.4.4. ORE Staff: The Chief of Mission and/or Deputy Chief of Mission will make payment directly to the contractor for the entire premium amount of the ORE staff, whether or not the ORE employee is contributing to the premium amount.
- G.4.5. EAE Staff: The Employee Association will make payment directly to the contractor for the entire premium amount of the EA employee, whether or not the EA employee is contributing to the premium amount.

G.5. REFUNDS TO THE GOVERNMENT

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

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

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 medical scheme 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. 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 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 scheme 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 a specific list of documents required to be appended to each claim or otherwise provide instructions for claim filing.
 - (3) The Contractor shall use the English spelling of the employees' names in all transactions, including reimbursement checks.
 - (4) The Contractor shall send employee claim reimbursement checks/EFT to employees not later than two weeks after a claim is submitted.
- (b) Medical Scheme Claims. Settlement of medical scheme shall be completed as follows:
 - (1) All medical claims shall be submitted directly to the Contractor by employees, or through a drop box in the COR's office. The claims shall be picked up from the COR each week.
 - (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,
 - (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 either be to the service provider directly or directly deposited into the bank account of the employee for each claim submitted. Each payment shall be accompanied by a member statement providing details of the amount reimbursed with an explanation of deductions, if any.
 - (5) The Contractor shall accept the employee's or dependent's choice to go for surgery to hospitals designated by the Contractor in order that the Contractor will pay the expenses directly to the hospitals.

- H.5. REPORT REQUIREMENTS. The Contractor shall provide the following reports monthly. All reports must be received by the COR no later than the 10th day of each month. These reports shall report on the previous month's activities.
- (a) Employee Claims Report. The report will list all claims paid by the Contractor to a claimant, including the name of the claimant, date claim is received by the Contractor, and the amount claimed. This report shall also include all outstanding claims and a brief description of why claim has not been paid.

H.6. MISCELLANEOUS CONTRACTOR REQUIREMENTS

- H.6.1. General: The Contractor shall take all such steps as are necessary, and obtain and pay for all permits, taxes and fees as are required by the South African 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 South African 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 Pretoria.

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR’S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
52.213-13	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 (JULY 2010)
52.222-50	COMBATting TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984) 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	TAXES - FOREIGN FIXED PRICE CONTRACTS (JUN 2003)
52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (OCT 2010)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2008)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-1	DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES (AUG 1997) - ALTERNATE I (APR 1984)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.248-1	VALUE ENGINEERING (OCT 2010)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004)
52.249-8	DEFAULT - FIXED PRICE SUPPLY AND SERVICE (APR 1984)

I.2. FAR CLAUSES INCORPORATED IN FULL TEXT

52.216-18 ORDERING (OCT 1995)

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

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one monthly 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 200 insurance plans
 - (2) Any order for a combination of items in excess of 900 insurance plans; or
 - (3) A series of orders from the same ordering office within 45 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (such as, includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 REQUIREMENTS (OCT 1995)

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

- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries/payments of claims for services performed after the termination of this contract.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed twenty-four months or two years.

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

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

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in , phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

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

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

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

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at

<http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

- (a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule - Continuation; or,
- (b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

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

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
 - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
 - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
 - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
 - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
 - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

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

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

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

All work shall be performed during week days Monday to 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	U.S./S.A.
Martin Luther King Day	U.S.
Washington's Birthday	U.S.
Human Rights Day (observed)	S.A.
Good Friday	S.A.
Family Day	S.A.
Freedom Day	S.A.
Workers Day	S.A.
Memorial Day	U.S.
Youth Day	S.A.
Independence Day (observed)	U.S.
National Women's Day	S.A.
Labor Day	U.S.
Heritage Day	S.A.
Columbus Day	U.S.
Veterans Day	U.S.
Thanksgiving Day	U.S.
Day of Reconciliation	S.A.
Christmas Day (observed)	U.S./S.A.
Day of Goodwill (observed)	S.A.

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

652.243-70 NOTICES (AUG 1999)

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

SECTION J
LIST OF EXHIBITS/ATTACHMENTS

Exhibit A – EMPLOYEE AND DEPENDANT DEMOGRAPHICS

GENDER			
Branch Name	FEMALE	MALE	TOTAL
EMBASSY OF THE UNITED STATES OF AMERICA	174	224	398
ORE	7	4	11
ORE STAFF-LESOTHO	2	1	3
US LESOTHO	25	34	59
US PEACE CORPS	9	19	28
US PEACE CORPS MASERU	1		1
USAID	65	49	114
TOTAL	283	331	614

ADULT DEPENDANTS	
EMBASSY OF THE UNITED STATES OF AMERICA	41
ORE	0
ORE STAFF-LESOTHO	1
US LESOTHO	3
US PEACE CORPS	0
US PEACE CORPS MASERU	1
USAID	13
TOTAL	59

AGE BANDS						
BRANCH NAME	0 - 30	31 - 40	41 - 50	51 - 60	61 +	TOTAL
EMBASSY OF THE UNITED STATES OF AMERICA	51	148	119	69	11	398
ORE	2	2	1	6		11
ORE STAFF-LESOTHO			2		1	3
US LESOTHO	9	21	21	8		59
US PEACE CORPS	1	19	6	2		28
US PEACE CORPS MASERU				1		1
USAID	12	45	34	20	3	114
TOTAL	75	235	183	106	15	614

**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.

(d)

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

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

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

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

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

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

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

(a) Definitions.

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

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and

other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (e) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign Government;

___ Offeror is an agency or instrumentality of the Federal Government.

- (e) Type of Organization.

___ Sole Proprietorship;

___ Partnership;

___ Corporate Entity (not tax exempt);

___ Corporate Entity (tax exempt);

___ Government entity (Federal, State, or local);

___ Foreign Government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

- (f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent;

Name _____

TIN _____

K.4. 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—
Certification (AUG 2009)

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

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

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional Government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

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

K.5. 52.204-8 Annual Representations and Certifications. (MAY 2011)

- (a)
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is 524114.
 - (2) The small business size standard is \$7.0M
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- (b) (1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
 - (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed price contract or fixed-priced 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 proposal under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration
 - (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Re 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 year 2008, 2009, or 2010.
 - (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (ix) – (xii). 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, Bio-based 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 Bio-based Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xvix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations
- (xx) Prohibition on Engagement in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to -
 - (A) Solicitation for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
 - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
 - ___(i) 52.219-19-22, Small Disadvantages Business Status.
 - ___(A) Basic
 - ___(B) Alternate I.

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

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

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

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

__(vi) 52.227-6, Royalty Information

__(A) Basic

__(B) Alternate I

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

(End of provision)

K.6. 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:

Email Address:

K.7. 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

K.8. 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 <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of South Africa.

- ✓ Workers' compensation laws exist that will cover local nationals and third country nationals.
 - Workers' compensation laws do not exist that will cover local nationals and third country nationals.
- (c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.
- (d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

K.9. 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representations (May 2011)

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)

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 offer represents that –

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

(End of provision)

K.10. 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran – Certification (SEP 2010)

(a) Definition.

"Person" –

(1) Means –

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, an any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition;

and

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

(b) *Certification.* Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) *Exception for trade agreements.* The certification requirement of paragraph (b) of this provision does not apply if—

(1) This solicitation includes a trade agreements certification (e.g., 52.225-4, 52.225-11 or comparable agency provision); and

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

(End of provision)

K.11 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 are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);
- (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
- (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (E) 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).
- (v) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(3) “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.

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. SUBMISSION OF OFFERS

This solicitation is for the provision for the provision of insurance and services described in Section C through J, under the terms and conditions set forth herein

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

Volume	Title	No. 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 complete Section B Supplies or Services and Price/Costs	2
3	Technical Proposal containing all technical factors and sub factors	4

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

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

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

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

(a) Price proposal for the base year;

(b) Price proposal for the option years; however, a price proposal for an option year with no proposal for the base year will not be considered, nor will a proposal for a base period which does not include a proposal for all optional periods. When considering the proposed price for the option years remember that the “non-healthcare costs” (see B.3) are fixed but B.4 does allow for an economic price adjustment for some portions of the premium rate.

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, 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 offering benefit levels less than those levels required in Section C may be rejected as unacceptable.

(b) Plan Administration.

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

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

- Procedures and rates for converting from group insurance to individual insurance policies
- The overall management of the contract.

L.4.3.2. Experience and Past Performance

List five (5) contracts and subcontracts of the same magnitude as this solicitation 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.4.3.3. 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 South Africa 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 South Africa, it must demonstrate that it is licensed/certified/accredited by a government other than South Africa to provide health insurance for persons in South Africa and must demonstrate its capacity to provide health benefits in South Africa 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 South Africa or its agents.

Failure to demonstrate that the offeror is an authorized medical scheme permitted to write and administer medical scheme memberships in South Africa shall be grounds for rejection of the proposal.

L.4.3.4. Medical Scheme 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://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of a network “search engine” (e.g., Yahoo, Google, etc.) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.204-6	CONTRACTOR IDENTIFICATION NUMBER – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008	
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	JAN	2011
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS ALT 1 (JAN 2011)		
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)		
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS (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 For information relating to the economic price adjustment features of this contract.

L.6.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the reception desk at U.S Embassy Pretoria, 877 Pretorius Street, Arcadia, Pretoria, 0001.
- (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) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (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, Ms. Cherie Jackson, at 012 431-4000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition

L.8. PRE-PROPOSAL CONFERENCE

- L.8.1. A pre-proposal conference to discuss the requirements of this solicitation will be held on **16th November, 2011 at 09:00a.m** at the U.S Embassy Pretoria located at **877 Pretorius Street, Arcadia, Pretoria, 0001**. Offerors interested in attendance should contact the following individual: Ethel Mwanaumo, Contracting Agent via email at mwanaumoet@state.gov
- 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 emailing the questions to the above email address, 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 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

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

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

SECTION M EVALUATION FACTORS FOR AWARD

M.1. EVALUATION OF PROPOSALS

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

M.2. OVERALL EVALUATION

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

The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 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
- 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 as described in Section M.5.2 below.

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 South Africa 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 South Africa, 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 South Africa and must demonstrate its capacity to provide health benefits in South Africa 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 (JUL 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.

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 15.610(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.