

# **Health Insurance Solicitation**

**No. SBG500-R-0132**

**General Services Office  
U.S. Embassy – Libreville  
B.P. 4000  
Libreville, Gabon**

**July 15, 2008**

**SECTION A**  
**Standard Form 33 – Solicitation, Offer, and Award**

**Please note: this form is available on the Internet at:  
<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do>**

**SECTION B  
PRICE - -HEALTH INSURANCE**

**B.1. Health Insurance Services.**

The Contractor shall provide Health Insurance services to employees of the Government of the United States of America in Libreville, Gabon. The groups of employees who shall be provided this insurance are listed in C.1.3. This insurance shall be provided in accordance with Section C and the Exhibits in Section J.

**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 health insurance services as specified in Section C and Exhibit A of Section J are as follows:

**B.2.1. BASE YEAR OF CONTRACT:** The Contractor shall provide health insurance coverage for the base period of the contract, starting one (1) month after the contract award and continuing for a period of 12 months.

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee	Total
Single Employees (Self Only)	10		
Family Plan*	65		
<b>SUBTOTAL</b>	<b>75</b>		

\* The average family consists of 4.5 people including the employee.

Total Price for Base Year (Subtotal x 26): \_\_\_\_\_

**B.2.2. FIRST OPTION YEAR OF THE CONTRACT:** starting one year after the start date shown in the Notice to Proceed and continuing for a period of 12 months.

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee	Total
Single Employees (Self Only)	10		
Family Plan *	65		

<b>SUBTOTAL</b>	<b>75</b>		

\* The average family consists of 4.5 people including the employee.

Total Price for Option Year 1 (Subtotal x 26): \_\_\_\_\_

B.2.3. SECOND OPTION YEAR OF THE CONTRACT: starting two years after the start date shown in the Notice to Proceed and continuing for a period of 12 months.

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee	Total
Single Employees (Self Only)	10		
Family Plan*	65		
<b>SUBTOTAL</b>	<b>75</b>		

\* The average family consists of 4.5 people including the employee.

Total Price for Option Year 2 (Subtotal x 26): \_\_\_\_\_

B.2.4. THIRD OPTION YEAR OF THE CONTRACT: starting three years after the start date shown in the Notice to Proceed and continuing for a period of 12 months.

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee	Total
Single Employees (Self Only)	10		
Family Plan *	65		
<b>SUBTOTAL</b>	<b>75</b>		

\* The average family consists of 4.5 people including the employee.

Total Price for Option Year 3 (Subtotal x 26): \_\_\_\_\_

B.2.5. FOURTH OPTION YEAR OF THE CONTRACT: starting four years after the start date shown in the Notice to Proceed and continuing for a period of 12 months.

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee	Total
Single Employees (Self Only)	10		
Family Plan*	65		
<b>SUBTOTAL</b>	<b>75</b>		

\* The average family consists of 4.5 people including the employee.

Total Price for Option Year 4: \_\_\_\_\_

GRAND TOTAL BASE PERIOD PLUS OPTION YEARS: = \_\_\_\_\_

### B.3 Administrative Retention Amounts

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

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

B.3.2 Sets forth the retention amounts per premium paid for each category of premium and for each period of performance.

NOTE TO OFFEROR - Fill in the fixed retention amounts for each period of performance and for each category of premium. This fixed amount must be expressed in the currency in which the

premium amount is proposed. The fixed retention amount shall NOT be expressed in terms of a percentage of the premium.

B.3.2 Retention Amounts per separate premium paid per single employee and per family plan.

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

B.4. Economic Price Adjustment-Health Insurance Premiums.

B.4.1. Premium Adjustment based on Experience - For health insurance, prices may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract. No adjustment will be allowed during the first twelve months of the contract period. After such time, the contractor or the Government may request an adjustment in premiums on an annual basis. Before any such adjustment is made, the contractor agrees to provide the Government a balance sheet showing two main components for the time period: (1) receipts (premiums received) minus the retention amount and (2) claims paid. The retention amount is not subject to adjustment. The Government reserves the right to 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 Employee Pool – This clause is only in effect if the contractor included details in its offer regarding a pooling arrangement, of which this contract is a part.

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

SECTION C  
DESCRIPTION/SPECIFICATION/WORK STATEMENT

**PART I - HEALTH INSURANCE**

C.1. Health Insurance Services.

The Government of the United States of America (American Embassy Libreville) requires Health Insurance coverage for its employees in Gabon as further described in C.1.2. Health insurance protection will be representative of locally prevailing compensation practice as further described in C.1.2. The specific health benefit coverage under this contract is set forth in Section C and the Exhibits in Section J.

The Contractor shall insure that health care under this contract includes HIV/AIDS care.

C.1.1 Employee and Dependent Health Services Benefits.

The health benefits under this contract are stated below. Reimbursement of covered expenses is limited to the stated percentages of reasonable and customary costs. Proposals that contain more benefits (even if there is no increase in cost) or fewer benefits than stated in the solicitation may be deemed technically unacceptable. The health insurance policy will cover medical expenses within the limitations specified in Section C.1.1.2 to C.1.1.14 below, for locally employed staff paid under the compensation plan.

Reimbursements or payments shall be made for the following covered benefits, subject to reasonable and customary costs in the locality where treatment was provided. These rates shall be applicable to the employees and their dependents. The Annual Reimbursement limit for each family will be a maximum of 3,000,000 (three million) CFA per year, regardless of the reimbursement levels identified elsewhere. There will be a separate reimbursement limit for HIV/AIDS-related care of 5,000,000 (five million) CFA per year.

C.1.1.2. Hospitalization – in government (public) hospital or private clinic. Reimbursement, up to a daily limit of 120,000 CFA per patient, will be at 100% of a semi-private room or 80% reimbursement of room and board for a private room, not to exceed 100% of the cost of a semi-private room and at 100% for all ancillary (associated) medical-related hospital services, including: laboratory tests, x-rays, nursing care, operating room costs, intensive care, prescription medicines prescribed by a licensed physician or nurse and physical therapy while hospitalized. Reimbursement will be 100% of ambulance service. There is no limit on the number of days of hospitalization. Hospitalization must be based on written physician referral, or verified emergency. All bills must be itemized, i.e. type of medicine, dates, etc.

C.1.1.3. Out-Patient Surgery – Reimbursement will be at 90%. Surgery must be based on written physician referral, except in verified emergency. Cosmetic surgery is not covered unless it is the result of a work-related injury.

C.1.1.4. Doctor Visits - Physician's treatment and consultation fees, either while hospitalized, at a hospital or on an out-patient basis, will be reimbursed at 90%, including laboratory tests and x-rays, routine annual physical examination and inoculations. Each employee will be authorized one (1) complete physical examination, including inoculations and laboratory tests, every year.

C.1.1.5. Prescription Drugs – Reimbursement will be at 100% when hospitalized, and 90% when not hospitalized, of the cost of medicines and drugs for which a prescription is legally required. A doctor's prescription will be required in all cases. Only legal drugs and medicines will be reimbursed. Expenses incurred for medicines, vitamins, cold remedies and other over-the-counter items will not be covered, or reimbursed, even if prescribed in writing by a physician. For prescription drugs for HIV/AIDS for employees only, reimbursement levels are outlined in C.1.1.15.

C.1.1.6. Maternity – Reimbursement will be at 100% up to a maximum of 800,000CFA per delivery, per child, including provisions for brief courses of anti-retroviral drugs during childbirth to prevent the transmission of HIV to the employee's child. Reasonable and customary maternity medical expenses will be reimbursed, including prenatal and postnatal care and both normal and caesarian deliveries. Duration of treatment is to be determined by the employee's personal physician, in accordance with WHO and CDC guidelines.

C.1.1.7. Hospital Outpatient Services –Reimbursement will be at 90%. Physician's treatment and consultation fees as well as medical exams and analyses will be covered. Care must be based on physician referral or verified emergency.

C.1.1.8. Optical Service – Reimbursement will be at 50% for reasonable and customary expenses incurred for optical examination and treatment. Lenses are limited to one pair per person every two (2) years. Lenses are reimbursed at 100%. Frames are not reimbursed.

C.1.1.9 Dental Services and Care – Reimbursement will be at 90% of reasonable and customary costs incurred for routine dental care including: dentists' fees, examination, treatment, cleaning, x-rays, fillings, extractions, crowns and bridges up to an annual maximum of 800,000 CFA. Prosthetics and orthodontics are covered at 50% up to an annual maximum limit of 800,000 CFA per person. Orthodontia treatment is covered only if treatment begins before age 15, unless required as the result of an accident. A maximum of four years of orthodontia treatment will be covered per patient. Cosmetic dental treatment is not covered, unless it is prescribed as the result of an on-the-job injury.

C.1.1.10 Physical Therapy – Reimbursement will be at 90% for reasonable and customary costs incurred. Physical therapy must be based on written physician referral.

C.1.1.11. Ambulance Service: Reimbursement will be at 100%.

C.1.1.12. Non Emergency Out of Country Medical Expenses and Transportation: If the individual's attending physician, the Management Officer and the Regional Medical Officer all certify in advance both that a certain authorized treatment is medically necessary and unavailable

locally, and that funds are available for transportation, lodging, and incidental expenses to be borne directly by the embassy, reimbursement for medical treatment outside of Gabon will be covered up to the maximums established for each category of medical services in Section C of the present document. Coverage is limited to sub-Saharan Africa and the European Union.

C.1.1.13. Psychiatric Treatment: Psychiatric treatment is covered at 50%.

C.1.1.14 Hearing Aids: Reimbursement will be made at 80% of costs of a hearing aid apparatus and related examination, limited to one apparatus per ear per patient in a three-year period.

C.1.1.15 HIV/AIDS: Reimbursement will be made at 100% of costs to suppress opportunistic infections such as tuberculosis and toxoplasmosis, for employees, though not for the employees' dependents, who have HIV/AIDS. Reimbursement will be made at 100% for brief courses of anti-retroviral drugs during childbirth to prevent the transmission of HIV to an employee's child. Employees who have HIV/AIDS must participate in the United Nations-sponsored PNLs program.

#### C.1.2 Health Benefits Conditions and Limitations.

Conditions and limitations on the entitlement to health care under this contract are as follows: No payments or reimbursements will be made for: travel, except as specifically authorized in travel orders at the expense of the Embassy. No payments or reimbursements will be made for: Elective Cosmetic Surgery; Elective Treatment or Surgery, Psychiatric treatment, or Medical expenses covered by the employee's spouse's medical plan. No payments or reimbursements will be made for special nursing care such as home help, family help, or similar household assistance. No payments will be made for HIV/AIDS related expenses for employees' dependents. Note that pre-existing conditions such as cancer, pregnancy, HIV/AIDS infection, infertility, kidney stones, and diabetes will be covered. No payments or reimbursements will be made for expenses related to an illness or injury that is a result of an unlawful action on the part of the patient, the practice of a dangerous sport, excessive or illegal use of alcohol or drugs, a self-inflicted wound or service in the armed forces of any country.

Employees on Leave Without Pay (LWOP) are excluded from coverage after the first two weeks of LWOP. These employees are given a choice of paying the full premium cost while on LWOP or having the coverage cease.

C.1.3. Eligibility: This plan covers locally employed staff and their dependents, as defined in Section C.3 "Definitions."

--All current, active full-time employees of the United States Government employed within the geographic boundaries of Gabon and paid under the local compensation plan. These must be certified by the Embassy Contracting Officer.

## Categories:

Foreign Service Nationals (FSNs) employed as Direct Hires  
FSNs under Personal Services Contracts (PSCs)  
FSNs under Personal Services Agreements (PSAs)  
Third Country Nationals (TCNs) employed as Direct Hires  
TCNs employed under PSCs  
TCNs employed under PSAs  
Locally hired U.S. Citizens employed as Direct Hires  
Locally Hired U.S. Citizens employed under PSCs or PSA Plus.

The Above individuals must be employed within the Geographic boundaries of Gabon by either the Department of State or the Department of Defense.

### C.1.3.1 Other Eligible Participants

The following additional categories of persons are covered by this insurance: the employee's dependents are fully covered by this plan. For the purpose of this plan and of coverage, an employee's dependents are defined as the employee's legal spouse and/or documented common-law spouse (a maximum of two total will be included) and all recognized, unmarried, economically dependent children, whether born in or outside of marriage, up to the age of 21 years, or age 27, if a full-time student. The employee must prove that a common-law spouse is documented and that children are economically dependent.

Note: In the case of an employee who is not the principal wage earner, and whose spouse benefits from another medical program, reimbursement will be made for the USG employee's medical expenses only and only then if he or she is not covered by the spouse's medical program. In no case will payment for medical expenses be made that are covered by the other spouse's medical plan.

### C.1.4 Individuals Not Eligible for Coverage

Individuals not eligible for coverage under this contract are employees working under temporary appointments, employees working under personal services agreements (PSAs) or personal services Contracts (PSCs) that are time-limited to less than one year, non-personal services contract personnel and their employees, who are supplied by an independent contractor licensed to do business in Gabon who provides services to other local organizations as well as to the U.S. Mission, employees with an intermittent, seasonal, or WAE (when actually employed) schedule, employees of USAID institutional contractors, Peace Corps personal services contractors as indicated in MS 743, Official Residence Expense (ORE) employees and any other individual not falling within one of the categories of employees described in C.1.3.

### C.1.5 Reserved.

C.1.6 Reserved.

C.1.7 Term of Eligibility and Effective Date

Each current active eligible employee is enrolled for health benefits under this contract upon award and thereafter during the performance period of this contract. Each new eligible employee will be enrolled upon entering on duty with the United States Government. An employee is considered active ("on the rolls") whenever such employee is on approved leave, unless employee is on Leave Without Pay (LWOP) as stated in C.1.2.

C.1.8.1. Period of Ineligibility.

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

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

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

C.1.9. Brochure Requirement.

C.1.9.1. The contractor shall provide a document (brochure/pamphlet/other written document) in English and French that sets forth a complete listing of the health insurance benefits to be provided under this contract. This brochure shall be provided in sufficient quantities so that each covered employee receives a copy. The contractor shall furnish all copies of the brochures to the COR, who will ensure that appropriate distribution is made.

C.1.9.2. The contractor shall provide the document described in C.1.9.1 to the COR not later than 30 workdays after date of contract award. The Contractor shall provide additional brochures for new employees within five (5) days of the COR's request.

C.1.9.3. The contractor assumes full responsibility for ensuring that the document described in C.1.9.1 accurately reflects the requirements of the contract, as implemented by the contractor's technical proposal. In all cases, the contract shall take precedence. Should the COR discover that the brochure contains inaccuracies, the contractor will be notified in writing; however, failure on the part of the Government to notice any inaccuracies shall in no way limit, revise or

otherwise affect the requirement under this contract for the contractor to fully comply with all contract terms.

## C.2 Direct Payment by Contractor

The United States Government requires the contractor to manage the medical benefits of the LES staff by arranging, to the extent possible, for the direct payment by the contractor of medical expenses (instead of reimbursement) and for the development of approved lists of and schedules of fees for designated hospitals, clinics, medical examination and testing facilities, medical specialists, physicians, and pharmacies. The Contractor will make the necessary arrangements with institutions on this list for the direct payment by the contractor of the medical expenses of covered employees and dependents. The Contractor will also develop, in coordination with the Embassy, written procedures for medical evacuation.

## C.3 DEFINITIONS

FMO- Financial Management Office: the paying office for the Embassy in Gabon. Handles all bills.

COR- Contracting Officer's Representative (Embassy Management Officer); Primary Contact point for Contractor on operational and procedural matters.

Contributory—Insurance for which the employee contributes toward the premium

Dependent—For the purposes of this contract, an employee's dependents are defined as the employee's legal spouse according to Gabonese law and all recognized, unmarried, economically dependent children, whether born in or outside marriage, and who reside in Gabon with the employee unless away at school, up to the age of 21 years, or up to the age of 27 if a full-time student, or up to no age limit in the case of a child who is physically or mentally handicapped so as to be unable to live independently.

Employee—An individual employed by the United States Government within the geographic boundaries of Gabon and under a direct-hire appointment, personal services contract, personal services agreement, as further defined in Section C.1.2.

Employer—The United States Government

GSO- General Service Officer in charge of the General Services Office at post. This officer is the Contracting Officer for this contract.

Hospital--An institution established and operated for the care and treatment of sick and injured persons. It provides 24-hour nursing care and has diagnostic, laboratory, treatment, and surgical facilities. The hospital may be private or public. Any institution that does not meet this definition is not considered a hospital.

Hospital Patient: An individual who has been admitted to a hospital, is assigned a bed, and is given diagnostic tests or received treatment for an illness or injury,

Maximum Benefit; The total allowable amount that will be paid an employee for injury or disease.

Customary and Reasonable Treatment: A diagnostic test or medical treatment which is usually and normally performed in the community where the individual is being treated.

Physician: An individual who has graduated from an accredited medical school and is licensed to practice medicine in the jurisdiction where the contract is to be performed. If the individual is a medical specialist, then she or he is Board certified in that specialty.

Surgical Procedure: Any invasive medical procedure by manual or instrument operation undertaken for diagnosis or treatment of a disease or injured person.

Fiscal Year: a financial year that starts on October 1 of one year and goes to the end of September of the following year. Often shown as FY (Fiscal Year).

Federal Acquisition Regulations (FAR); The large body of regulations, rules, and practices governing all procurement and contracting operations and activities of the United States Government, whether in the U.S. or overseas.

Locally Employed Staff (LES): A direct-hire employee working in Gabon, as defined in C.1.3.

Disability, Total and Permanent: A physical or mental impairment which precludes the individual from performing ordinary motor or bodily functions and which requires separation from employment. If the impairment is the result of a previous impairment, it shall be considered a continuation of the prior impairment.

## SECTION D—PACKAGING AND MARKING

(RESERVED)

## SECTION E--INSPECTION AND ACCEPTANCE

### E.1. 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

<http://www.acqnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

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

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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

E.2. Quality Assurance and Surveillance Plan (QASP)

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

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all the insurance services set forth in the performance work statement (PWS)	C.1.0 thru C.1.9.3.	All required services are performed and no more than one (1) customer complaint is received per month  All required services are performed and no more than two (2) cases of non-excusable days are observed in the processing of employee health insurance claims per month.

E.3.1 Surveillance. The Contracting Officer’s Representative (COR) for this contract will be the Embassy Management Officer, or any individual acting in that capacity. 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.3.2 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996) or the appropriate Inspection of Services clause), if any of the services exceed the standard.

### E.3.3 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 complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer grievance is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## SECTION F DELIVERIES OR PERFORMANCE

### F.1. 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

<http://www.acqnet.gov/far> 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 performance period of this contract is one year beginning one (1) month following contract award. With four (4) one-year options to renew on the same terms and conditions.

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:

The General Service Officer  
American Embassy  
B.P. 4000, Libreville, Gabon

SECTION G  
CONTRACT ADMINISTRATION DATA

G.1. 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

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

(b) The COR for this contract is the Embassy Management Officer.

G.2. COR Duties

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

G.2.2. In addition, the COR shall maintain updated list of employees and dependents insured, which will supersede the initial list provided under this contract and as reported to the insurer without prejudice to the ineligibility clause.

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

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

G.3. Payment shall be made only in local FCFA currency.

G.4. Submission of Invoices and Payment

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

The Financial Management Office  
American Embassy  
B.P. 4000, Libreville, Gabon

G.4.2.1 Frequency of Payments. All funds under this contract will be obligated by issuance of task orders, as described in H.3. Each task order will fund a specific period of time and number of employees, and the task orders will be issued at the frequency described in H.3. All payments under this contract will be made at the conclusion of the period covered. Invoices may be submitted monthly with payments being made monthly by the Government.

G.4.3. U.S. Government Employees. The Government shall make payments directly to the contractor for all Government employees covered by this insurance plan.

## 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's competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee is to adhere to standards that reflect credit on themselves, their employer, and the United States Government.

H.3 Ordering Procedures. The Government will issue a task order as soon as possible after contract award to identify all employees to be covered by the insurance described in this contract and the coverage selected by each employee, including dependents to be covered. The COR will make subsequent additions or deletions to this list in writing and provide the revised list to the Contractor. All such revisions shall be consolidated, and a new or modified task order will be issued by the Contracting Officer. If any changes have been made to the coverage listing, the Government anticipates issuance of a new task order on a [ ] monthly, [X] quarterly basis. This new task order will include all changes made since the previous task order was issued and will include any increase or decrease in necessary funding. The changes to the list of eligible individuals will supersede the initial list provided under prior task orders without prejudice to the ineligibility clause. Task orders will indicate the effective date of employment, for purposes of calculating the premium due.

### H.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's personal data, medical information, and salaries as highly sensitive personnel information and not divulge any employee information to unauthorized

persons. The Contractor shall establish procedures for handling medical insurance claims as follows:

(a) Administrative Records.

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

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

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

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

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

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

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

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

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

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

H.5. Report Requirements

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

(a) Employee Claims Report. The report will list all claims paid by the Contractor to a claimant, including the name of the claimant, date claim is received by the Contractor, and the amount claimed. This report shall also include all outstanding claims and a brief description of why claim has not been paid.

The report 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, or has been denied, or not yet 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 Gabonese 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 Gabon 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 Libreville.

## SECTION I CONTRACT CLAUSES

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

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

52.202-1	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 (SEPT 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
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 (SEPT 2005)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR’S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEPT 2006)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
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 (JUN 1996)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-1	DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES-FIXED PRICE (AUG 1987) - ALTERNATE I (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (SEPT 2006)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.248-1	VALUE ENGINEERING (FEB 2000)
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 \$10,000, 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 \$5,000
- (2) Any order for a combination of items in excess of \$30,000
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 7 days.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

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

**52.222-19 Child Labor—Cooperation with Authorities and Remedies.**

As prescribed in [22.1505\(b\)](#), insert the following clause:

CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2008)

(a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in—

- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (3) Mexico, and the anticipated value of the acquisition is \$67,826 or more; or
- (4) Aruba, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak

Republic, Slovenia, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$194,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at [52.212-3\(i\)](#), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations.* The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR [Subpart 9.4](#).

(3) The debarbing official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR [Subpart 9.4](#).

## 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause—United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151– 188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1- 866- 667- 6572  
1- 866- 316- 6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470 Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures.

Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in

- the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
    - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
    - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
  - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N- 5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**52.222-50 Combating Trafficking in Persons.**

As prescribed in [22.1705](#)(a), insert the following clause:

COMBATING TRAFFICKING IN PERSONS (AUG 2007)

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

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to—

- (1) Required removal of a Contractor employee or employees from the performance of the contract;
  - (2) Required subcontractor termination;
  - (3) Suspension of contract payments;
  - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
  - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
  - (6) Suspension or debarment.
- (f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.
- f

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

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

52.237-3            CONTINUITY OF SERVICES (JAN 1991)

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

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

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$10,000.

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

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

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

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

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

I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR)  
CLAUSES, 48 CFR CH. 6 included in full text:

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

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

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

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

(End of clause)

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

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

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli 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 each day from 7:30 a.m. to 17:00 p.m. Monday through 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	Independence Day (Gabon)
Birthday of Martin Luther King, Jr.	Labor Day
Washington's Birthday	Colombus Day
Easter Monday (Gabon)	All Saints Day (Gabon)
Labor Day (Gabon)	Veterans Day (observed)
Ascension (Gabon)	Thanksgiving Day
Memorial Day	Christmas Day
Whit Monday (Gabon)	
Independence Day	Aid El Fitr (Gabon)
Assumption Day (Gabon)	Aid El Kebir (Gabon)

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

(b) When any such American holiday 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

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 offer opening (in the case of sealed offer 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 offer 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 offer or proposal, and the title of his or her position in the offeror's organization);

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

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

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

K.2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12. Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that-

(1) 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 his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL. Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form 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 \$100,000 for each such failure.

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

(a) Definitions.

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

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

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).  
TIN: \_\_\_\_\_  
\_\_\_ TIN has been applied for.  
\_\_\_ TIN is not required because:

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

- \_\_\_ Offeror is an agency or instrumentality of a foreign government;
- \_\_\_ Offeror is an agency or instrumentality of the Federal Government.

- (e) Type of Organization.
  - \_\_\_ Sole Proprietorship;
  - \_\_\_ Partnership;
  - \_\_\_ Corporate Entity (not tax exempt);
  - \_\_\_ Corporate Entity (tax exempt);
  - \_\_\_ Government entity (Federal, State, or local);
  - \_\_\_ Foreign government;
  - \_\_\_ International organization per 26 CFR 1.6049-4;
  - \_\_\_ Other \_\_\_\_\_

- (f) Common Parent.
  - \_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
  - \_\_\_ Name and TIN of common parent;  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(End of provision)

K.4 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number-
  - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
  - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  
- (2) The offeror should be prepared to provide the following information:
  - (i) Company legal business name.
  - (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company physical street address, city, state and Zip Code.
  - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
  - (v) Company telephone number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

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

(2) The small business size standard is 5 million.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) 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 (c) 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 (c) applies.

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

(c) 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 have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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_____	_____	_____	_____
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(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 or receiving stolen property; and
- (C) Are\_\_ are not \_\_ presently indicated 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.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, 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 Office may terminate the contract resulting from this solicitation for default.

K.7

K.8 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

K.9 652.225-70 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.10

652.228-70 Defense Base Act ⊥ Covered Contractor Employees.

**As prescribed in 628.309-70(a), insert the following provision:**

**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:**

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

<b><u>(4) Local nationals or third country nationals where performance takes place in a country where there are local worker⊥ s compensation laws</u></b>		<b><u>Local nationals:</u></b> _____ <b><u>Third country nationals:</u></b>
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\_\_\_\_\_

(b) The contracting officer has determined that for performance in the country of [contracting officer insert country of performance and check the appropriate block below] ⊥

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

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

(d) 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.

(End of provision)

(a) Offerors/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 <u>where there are no</u> 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 <u>are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) If the offeror has indicated “yes” in block (a)(4) of this provision, the offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the offeror shall also 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.

(c) If the offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the 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. If DOSAR provision 652.228-74 is not included in this solicitation, the offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

## SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### L.1. Submission of Offers.

This solicitation is for the provision of health insurance services described in Sections C and J, under the terms and conditions set forth herein. Offerors are required to submit proposals for Health Insurance

L.2. Summary of Instructions. Each proposal must consist of the following separate volumes:

**652.206-70 Competition Advocate/Ombudsman.**

COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(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) 516-1680, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(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, [*insert name*], at [*insert telephone and fax numbers*]. 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) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

<u>Volume</u>	<u>Title</u>	<u>No. of Copies</u>
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 of the health insurance program;

(b) Price proposal for the option years of the health insurance program;

however, a price proposal for an option year with no proposal for the base year will not be considered, nor will a proposal for a base period which does not include a proposal for all optional periods for that same type of insurance.

L.4.3. Volume 3 -- Technical Proposal

L.4.3.1 Management Approach

(a) Understanding of the Requirement.

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

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

(b) Plan Administration.

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

- providing the insurance
- maintaining adequate reserves to pay claims, including accounting procedures

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

L.4.3.2.1. Experience and Past Performance.

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

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

L.4.3.2.2 Licensing Information

The offeror shall include a notarized copy of the most current license/certificate/- accreditation, which demonstrates that the offeror is licensed/certified/accredited or otherwise authorized by the Government of Gabon 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 Gabon it must demonstrate that it is licensed/certified/accredited by a

government other than the government of Gabon to provide health insurance for persons in Gabon and must demonstrate its capacity to provide health benefits in Gabon 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 Gabon or its agents.

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

#### L.4.3.3. Profit Sharing Credit.

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

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

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

<http://www.acqnet.gov/far> 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, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

#### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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 (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from The General Services Office, American Embassy, Libreville

(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)

(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 officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(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, Management Officer Mark Moody, at (phone) +241 76-20-03 and (fax) +241 74-55-07. 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) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

#### L.8. Pre-Proposal Conference

L.8.1. A pre-proposal conference to discuss the requirements of this solicitation will be held on July 29, 2008 at 11:00. at the US Embassy, Bord de Mer, Libreville. Offerors interested in attending the conference should contact the following individuals:

GSO Brandon Reynolds	73-31-88 or 73-73-83
Procurement Agent Melanie Nzame	07-36-13-02

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

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

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

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

#### L.9 FINANCIAL STATEMENT

If requested 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 3 years;

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

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

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

## 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 of employees 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.3.2. Profit Sharing Credit Plan

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

### M.4. Fixed Prices.

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

### M.5. Technical Evaluation. Offers will be evaluated on:

- (i) meeting each of the individual mandatory requirements/minimums for health insurance coverage specified in Section C through H and the Exhibit(s). The Government may reject, as technically, unacceptable proposals that:
  - (a) fail to provide the minimum benefits required by the solicitation; or
  - (b) offer additional benefits not required by the solicitation (even though there is no increase in the price).
- (ii) the demonstration that the offeror is licensed/certified/accredited or otherwise authorized by the government of Gabon 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 Gabon 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 Gabon and must demonstrate its capacity to provide health benefits in Gabon 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. Quantities for 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 Foreign Currency Offers

All proposals submitted in connection with this solicitation must be in CFA. All contract payments, including reimbursements to covered employees, will be made in CFA.