

28 November 2005

**[Note to Contracting Officer: insert inside address]**

Dear Prospective Offeror:

SUBJECT: Solicitation Number SKU200-06-R-0001 – LES Health Insurance

The Embassy of the United States of America invites you to submit a proposal for customized Health Insurance services to employees of the Government of the United States of America in Kuwait as described in Section C and the Exhibits in Section J.

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

This solicitation is very similar to the recently cancelled SKU200-05-R-0375. If you are interested in participating in this new solicitation number SKU200-06-R-0001, you **MUST** submit a timely proposal to this new solicitation.

Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed" to the Contracting Officer, Beverly Rochester-Johnson, American Embassy Kuwait, Masjed Al Aqsa Street, Plot 14, Bayan, Kuwait on or before 3:00pm on Monday, December 26, 2005. No proposal will be accepted after this time.

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

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

Direct any questions regarding this solicitation to Beverly D. Rochester-Johnson by letter or by telephone 259-1464 during regular business hours.

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

Sincerely,

Beverly D. Rochester-Johnson  
Contracting Officer

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES <b>1   57</b>		
2. CONTRACT (Proc. Inst. Ident.) NO.		3. SOLICITATION NO. <b>SKU200-06-R-0001</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>28 November 2005</b>		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY <b>American Embassy Contracting Officer Masjed Al Aqsa Street, Plot 14, Bayan, Kuwait Phone: 965-259-1001 Fax: 965-259-1938</b>				CODE		8. ADDRESS OFFER TO (If other than item 7)				
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".										
<b>SOLICITATION</b>										
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in <b>American Embassy Front Gate</b> until <b>3:00pm</b> local time <b>Monday, December 26, 2005</b> . CAUTION - Late Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME <b>Beverly D. Rochester-Johnson</b>			B. TELEPHONE (NO COLLECT CALLS) <b>965-259-1464</b>			C. E-MAIL ADDRESS <b>Rochester-JohnsonBD@state.gov</b>		
<b>11. TABLE OF CONTENTS</b>										
(x)	SEC.	DESCRIPTION			PAGE(S)	(x)	SEC.	DESCRIPTION		PAGE(S)
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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICE AND PRICES/COSTS			<b>2-9</b>	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.				
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT			<b>10-16</b>	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS		<b>37</b>
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<b>OFFER (Must be fully completed by offeror)</b>										
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inseted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)			10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		CALENDAR DAYS	
			%		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents ) numbered and dated:			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO. (Include area code)			15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS			17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEM NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTRATION BY (If other than Item 7) CODE					25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type of print)					27. UNITED STATES OF AMERICA			28. AWARD DATE		

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

**SECTION B  
PART I PRICE - HEALTH INSURANCE**

**B.1. Health Insurance Services**

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

B.1.1. Official Residence Expense (ORE) staff and American Employees Welfare Association (AEWA) staff are included under this contract only as a rider; the contractor shall bill the Chief of Mission and Deputy Chief of Mission (for ORE staff) and the American Employees Welfare Association (for AEWA staff) separately, at the rates specified below. See Section G for billing procedures.

**B.2. Prices.**

B.2.1 Reserved.

B.2.2 Contract Type. The contract type shall be a fixed price with economic price adjustment requirement type contract under which will be issued firm, fixed-price task orders.

The fixed prices/premium rates in Kuwaiti Dinars for the health insurance services as specified in Section C and Attachment A of Section J are as follows:

**B.2.3. BASE YEAR OF CONTRACT:**

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee	Total
Single Employees (Self only)	40		
Family Plan	305		
SUBTOTAL			

Contract Price. The total estimated price for the base period of this contract is:

Subtotal of Premiums x 26 \_\_\_\_\_

Total Estimated Price for Base Period \_\_\_\_\_

B.2.4. FIRST OPTION YEAR OF THE CONTRACT:

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee	Total
Single Employees (Self only)	40		
Family Plan	305		
SUBTOTAL			

Contract Price. The total estimated price for the base period of this contract is:

Subtotal of Premiums x 26                    \_\_\_\_\_

Total Estimated Price for Option Year 1                    \_\_\_\_\_

B.2.5. SECOND OPTION YEAR OF THE CONTRACT:

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee	Total
Single Employees (Self only)	40		
Family Plan	305		
SUBTOTAL			

Contract Price. The total estimated price for the base period of this contract is:

Subtotal of Premiums x 26 \_\_\_\_\_

Total Estimated Price for Option Year 2 \_\_\_\_\_

B.2.6. THIRD OPTION YEAR OF THE CONTRACT:

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee	Total
Single Employees (Self only)	40		
Family Plan	305		
SUBTOTAL			

Contract Price. The total estimated price for the base period of this contract is:

Subtotal of Premiums x 26                    \_\_\_\_\_

Total Estimated Price for Option Year 3                    \_\_\_\_\_

B.2.7. FOURTH OPTION YEAR OF THE CONTRACT:

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee	Total
Single Employees (Self only)	40		
Family Plan	305		
SUBTOTAL			

Contract Price. The total estimated price for the base period of this contract is:

Subtotal of Premiums x 26                    \_\_\_\_\_  
 Total Estimated Price for Option Year 4                    \_\_\_\_\_

Grand Total Estimated Price for Base Period plus Option Years: \_\_\_\_\_

B.3 Administrative Retention Amounts

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

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. 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 12 months of the contract. 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 receipts (premiums received), minus retention amount, and minus payments (claims paid).

The formula that will be used to determine what, if any premium adjustment will be made, will be: **(receipts minus retention amount) minus payments**. If the result is a negative, meaning more was paid out by the contractor than received, the premiums may be adjusted upward. If result is positive, meaning less was paid out by the contractor than received, the premiums may be adjusted downward. Any adjustment will be determined by dividing the result of the above computation by the estimated number of single employee plans plus family plans, to compute the individual premium adjustment annually. That amount will then be further divided by the 26 bi-weekly pay periods to compute the change to each single and family plan bi-weekly premium.

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. 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 - If the contractor included in its offer details regarding a pooling arrangement of which this contract is a part, before any adjustment is made, the

contractor is required to include as part of its proposal details setting forth how the pool impacts the request for equitable adjustment.

**SECTION C**  
**DESCRIPTION/SPECIFICATION/WORK STATEMENT**

**C.1 Health Insurance Services**

The Government of the United States of America requires Health Insurance coverage for its employees as further described in C.1.2 in Kuwait. The Government has determined that the prevailing practice by employers, who are amongst Post's comparator companies, in Kuwait is to provide for their employees health insurance protection; that the cost of such insurance protection is usually borne by the employer. 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 are set forth in Section C and the Exhibits in Section J.

**C.1.1 Employee and Dependent Health Services Benefits**

The maximum health benefits under this contract are as follows. 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.

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

C.1.1.2. Surgery: Employee 80% Dependent 80%: reimbursement of the customary and reasonable cost of surgical expenses, anesthesia, and recovery and intensive care room charges.

C.1.1.3. Doctor Visits: Employee 80% Dependent 80%: reimbursement for medical services and expenses when not hospitalized.

C.1.1.4 Prescription drugs: Employee 100% Dependent 100%: reimbursement when hospitalized, and Employee 80% Dependent 80%: reimbursement when not hospitalized, of the cost of medicines and drugs for which a prescription is legally required. Expenses incurred for medicines, vitamins, cold remedies, etc., that are available over the counter without a prescription will not be reimbursed even if prescribed by a physician.

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

C.1.1.6 Hospital Outpatient Services: Employee 80% Dependent 80%: reimbursement of doctors' and surgeons' fees incurred at a hospital on an outpatient basis, at a clinic or doctor's office, or at home.

C.1.1.7 Optical Service: Employee 50% Dependent 50%: reimbursement for eye examination and treatment, and prescription eyeglass or contact lenses. Limited to two lenses per patient every two years. No reimbursement for eyeglass frames, non-prescription lenses, or sunglasses.

C.1.1.8 Physical Therapy – Covered only under hospitalization.

C.1.1.9. Psychiatric Treatment: Employee 50% Dependent 50%: reimbursement of the customary and reasonable cost of psychiatric care when referred to a psychiatric care specialist for medical reasons.

C.1.1.10. Ambulance Service: Employee 100% Dependent 100%: reimbursement of the customary and reasonable cost of ambulance services.

C.1.1.11 Hearing Aids: Employee 80% Dependent 80%: reimbursement of the cost of a hearing aid apparatus and related examination. Limited to one apparatus per ear per patient in a three-year period.

C.1.1.12.1 Expenses Incurred Out-of Country for emergencies: Employee 100% Dependent 100%: of expenses for medical care outside of Kuwait. Treatment abroad shall be authorized when the majority of committee members (see C.1.1.12.3 below) agree that a life-threatening illness, chronic condition, or injury (a) cannot be adequately treated in Kuwait but which is commonly treated abroad with high rates of success, or (b) when the employee / dependent is out of the country and requires emergency medical care before returning to Kuwait. See paragraph C.1.6.3, last item for exclusion regarding transportation costs.

C.1.1.12.2 Expenses Incurred Out-of Country for routine care: Employee 80% Dependent 80% of a pre-established price list of customary and reasonable costs for outside the preferred insurance system.

C.1.1.12.3 Treatment abroad decisions for a life-threatening illness, injury or chronic condition shall be made by a committee consisting of at least two physicians from the treating hospital and an appropriate administrator, who agree that an employee is in grave danger of death or that the medical care cannot be provided in Kuwait. The opinion of the majority of committee members shall be binding.

C.1.1.13 Other Benefits:

C.1.1.13.1 Dental Care: Employee 50% Dependent 50%: of expenses for dental services including dentists' fees, examination and treatment (including inflammation of gums), root canal therapy, x-rays, cleaning, fillings, extractions, false teeth, crowns and bridges. Orthodontia treatment is covered only if treatment begins before age 15, unless required as a result of an accident. A maximum of four years of orthodontia treatment per patient.

C.1.1.13.2 Reserved.

C.1.1.13.3 Family Planning: Employee 80% Dependent 80%: reimbursement of voluntary sterilization, and diagnosis and treatment of infertility. Not covered is reversal of voluntary sterilization, infertility treatment after voluntary sterilization, genetic counseling, fertility drugs, and assisted reproductive technology. In-vitro fertilization (IVF) is for treatment of infertility.

C.1.1.13.4 Laboratory tests and X-rays: Employee 80% Dependent 80%: reimbursement of laboratory tests and x-rays when prescribed in accordance with referral procedures in sections C.1.1.3 and C.1.1.6 in conjunction with doctor visits and hospital out-patient services.

**C.1.2. Eligible Employees**

The employees eligible for the health insurance services include the following:

C.1.2.1. All current active employees of the United States Government, employed within the geographic boundaries of Kuwait paid under the local compensation plan, and certified by the Contracting Officer. Covered employees include:

C.1.2.1.1. Full-time and part-time direct-hire Locally Employed Staff (LES);

C.1.2.1.2. Locally Employed Staff (LES) employed under Personal Services Agreements (PSAs);

C.1.2.1.3. Third country nationals (TCNs) employed as direct hires;

C.1.2.1.4. TCNs employed under PSAs;

C.1.2.1.5. Locally hired U.S. citizens employed as direct hires; and

C.1.2.1.6. Locally hired U.S. citizens employed under PSA Plus.

C.1.2.1.7 All current active employees of the Chief of Mission and the Deputy Chief of Mission assigned to their respective official Government residences and paid under an ORE account (see separate rider, Exhibit C). All costs for ORE employees are the responsibility of the employing officer, not the U.S. Government.

C.1.2.1.8 All current active employees of the Employee Association at Embassy Kuwait (see separate rider, Exhibit C). All costs for American Employees Welfare Association (AEWA) employees are the responsibility of the Employee Association, not the U.S. Government.

C.1.2.2 The above individuals must be employed within the geographic boundaries of Kuwait by:

U.S. Department of State  
U.S. Foreign Commercial Service

U.S. Defense Intelligence Agency  
U.S. Office of Military Cooperation  
U.S. Army Corps of Engineers  
U.S. Department of Defense  
U.S. Department of Homeland Security (U.S. Customs)  
I. B. B.

C.1.2.2.1 Pre-existing conditions: Employees, and eligible dependents, employed by the embassy at the time the contract becomes effective who may have pre-existing conditions shall be eligible for health coverage. Each new employee, and eligible dependents, upon entering on duty who may have pre-existing conditions shall be eligible for health coverage during the performance period of this contract.

C.1.2.3 Individuals not eligible for coverage under this contract are nonpersonal services contract personnel and any other individual not falling within one of the categories of employees described in this clause.

C.1.3. Other Eligible Participants.

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

Dependents (as defined in section C.3) of employees of the agencies listed in C.1.2.2.

C.1.4. Eligibility

C.1.4.1. Term of Eligibility.

Each current active employee is eligible for health benefits under this contract upon award and thereafter during the performance period of this contract. Each new employee will be eligible upon entering on duty with the United States Government. An employee is considered active ("on the rolls") whenever such employee is on annual or sick leave, or leave without pay.

C.1.4.2. Period of Ineligibility.

Reserved.

C.1.5. Brochure Requirement.

C.1.5.1. The contractor shall provide a document (brochure/pamphlet/other written document) in English that sets forth a complete listing of the health insurance benefits to be provided under this contract. This brochure shall be provided in sufficient quantities so that each covered employee receives a copy. The contractor shall furnish all copies of the brochures to the COR, who will ensure that appropriate distribution is made.

C.1.5.2. The contractor shall provide the document described in C.1.5.1 to the COR not later than thirty days (30) after date of contract award. The Contractor will provide additional brochures for new employees within ten (10) days of the COR's request.

C.1.5.3. The contractor assumes full responsibility for ensuring that the document described in C.1.5.1 accurately reflects the requirements of the contract, as implemented by the contractor's technical proposal. In all cases, the contract shall take precedence. Should the COR discover that the brochure contains inaccuracies, the contractor will be notified in writing; however, failure on the part of the Government to notice any inaccuracies shall in no way limit, revise or otherwise affect the requirement under this contract for the contractor to fully comply with all contract terms.

C.1.6 Health Benefits Conditions and Limitations.

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

C.1.6.1. Annual Aggregate Maximum Limit: USD 51,000 per family per year.

C.1.6.2. Deductible: There is no deductible amount.

C.1.6.3. Benefits not covered:

- Elective surgery
- Rejuvenation cures
- Massage and acupuncture
- Non-medical hospital charges such as telephones or television
- Non-medical home help
- Family help, or similar household assistance
- Fees of persons who are not qualified physicians or nurses
- Medical expenses related to an illness or injury that is a result of an unlawful action on the part of the employee
- Excessive or illegal use of alcohol or drugs, or a self-inflicted injury
- Non-routine dental care and orthodontia treatment (unless required as a result of an accident)
- Reversal of voluntary sterilization, infertility treatment after voluntary sterilization, genetic counseling, fertility drugs, and assisted reproductive technology
- Injury or illness resulting from insurrection or war declared or undeclared or as a result of a riot, strike or civil commotion
- Cosmetic or plastic surgery unless necessitated by an accidental injury
- Injury or illness covered under workmen's compensation
- Costs for transportation out of Kuwait for out-of-country treatment

C.2 RESERVEDC.3 DEFINITIONS

**FMO** The Financial Management Officer or the paying office for all U.S. Government Agencies except AID.

**COR** Contracting Officer's Representative (Post Human Resources Officer).

**Dependent** One legal spouse and unmarried children under 19 or 21 if a full time student.

**Disability** A physical or mental impairment which precludes the individual from performing ordinary motor or bodily functions. If the impairment is the result of a previous impairment, it shall be considered a continuation of the prior impairment.

**Employee** An individual employed by the U.S. Government, under a direct-hire appointment, personal services contract, or personal services agreement, as further defined in Section C.1.2 for health insurance. This may also include an ORE staff and/or an AEWA employee, if this category of individual is an eligible participant, as defined in C.1.2.

**Employer** The United States Government or in the case of ORE and AEWA employees, the Chief of Mission/Deputy Chief of Mission and Employee Association, respectively.

**GSO** General Services Officer in charge of the General Services Office at post. This officer is usually 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. Any institution, which does not meet this definition, is not considered a hospital.

**Hospital Patient** An individual who has been admitted to a hospital, is assigned a bed, and is given diagnostic tests or receives treatment for a disease or an injury.

**Maximum Benefit** The total amount that will be paid to any one employee for injury or disease.

**Customary and Reasonable Treatment** A diagnostic test or medical treatment which is usually 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 in which the contract is to be performed. If the individual is a medical specialist, then he or she is Board Certified in that specialty.

**Surgical procedure** Any invasive medical procedure by manual or instrument operation undertaken for diagnosis or treatment of a diseased patient.

**SECTION D**  
**PACKAGING AND MARKING**

(Reserved)

**SECTION E  
INSPECTION AND ACCEPTANCE**

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

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

<http://www.arnet.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.gov/home.htm> to see the links to the FAR. You may also use a network “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4 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
<p><b><u>Services.</u></b> Performs all the insurance services set forth in the performance work statement (PWS)</p>	<p>C.1.0 thru C.3.0</p>	<p>All required services are performed and no more than one (1) customer complaint is received per month.</p>

E.3.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.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 complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## SECTION F DELIVERIES OR PERFORMANCE

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

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

<http://www.arnet.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.gov/home.htm> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

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

52.242-15 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 30 calendar days following date of contract award with four one-year options to renew.

### F.3 Options.

(a) The Government may extend this contract in accordance with the option clause at Subsection I.1.2, 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:

*American Embassy Kuwait  
C/o Human Resources Officer  
Masjed Al Aqsa Street, Plot 14, Bayan, Kuwait*

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

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

**G.1.2 Duties**

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 The Contracting Officer must authorize such changes in writing, usually by formal contract modification except for inclusion and exclusions of employees and dependents of those U.S. Mission employees and dependents insured under this contract.

G.3 In addition, the COR shall maintain updated list of employees insured, which will supersede the initial list provided under this contract and as reported to the insurer through the Broker without prejudice to the ineligibility clause.

G.4 The COR has the additional responsibility of maintaining the eligible listing of employees for insurance coverage.

G.5 Payment shall be made in Kuwaiti Dinars.

**G.6 Submission of Invoices**

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):

***American Embassy Kuwait  
C/o Financial Management Officer  
Masjed Al Aqsa Street, Plot 14, Bayan, Kuwait***

G.6.1 ORE Staff. The Chief of Mission and/or Deputy Chief of Mission will make payment directly to the contractor for the entire premium amount of the ORE staff, whether or not the ORE employee is contributing to the premium amount.

G.6.2 AEWA Staff. The Employee Association will make payment directly to the contractor for the entire premium amount of the AEWA employee, whether or not the AEWA employee is contributing to the premium amount.

## **SECTION H** **SPECIAL CONTRACT REQUIREMENTS**

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

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

H.3 Ordering Procedures. The Government will issue a task order as soon as possible after contract award to identify all employees to be covered by the insurance described in this contract and the coverage selected by each employee, including dependents to be covered. The ORE and AEWA employees under separate riders shall be identified under two separate task orders, with ORE employees identified under one task order and AEWA employees under another task order. The COR will make subsequent additions or deletions to this list in writing and provide the revised list to the Contractor. All such revisions shall be consolidated, and a new or modified task order will be issued by the Contracting Officer. If any changes have been made to the coverage listing, the Government anticipates issuance of a new task order on a [X] monthly 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' personal data, medical information, and salaries as highly sensitive and not divulge any employee information to unauthorized persons. The Contractor shall establish procedures for handling medical insurance claims as follows:

(a) Administrative Records.

(1) The Contractor shall maintain medical insurance files for each eligible employee 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 family per year reimbursement ceiling.

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

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

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

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

(1) The Contractor shall accept the employee's or dependent's choice to go for medical services or surgery to hospitals or clinics designated on the Contractor's preferred providers' list in order that the Contractor will pay the expenses directly to the care facilities.

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

(3) 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).

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

(5) 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.

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

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

H.6. Miscellaneous Contractor Requirements. 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 Kuwaiti 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 Kuwaiti 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.7 Erroneous Payments. If the Government becomes eligible for a refund of payment because of erroneous overpayment or other cause, the Contractor shall refund the amounts or use them to offset future payments owed by the Government, whichever the Government prefers. The Contractor shall refund any refunds not complete or discovered after the completion date of this contract.

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

**SECTION I**  
**CONTRACT CLAUSES**

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

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

<http://www.arnet.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.gov/home.htm> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
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 (JUN 2003)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
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)
52.216-18	ORDERING (OCT 1995)*
52.216-19	DELIVERY ORDER LIMITATIONS (OCT 1995)*
52.216-21	REQUIREMENTS (OCT 1995)*
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)(applicable to US citizens hired under PSC's or aliens admitted for permanent residence in US)
52.224-2	PRIVACY ACT (APR 1984) (applicable to US citizens hired under PSC's or aliens admitted for permanent residence in US)

52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)
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 (MAY 2001)

\* These clauses have fill-ins which are completed on the next page under "Fill-ins".

- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984) (\*CO to include if funds are not presently available to support contract award)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (FEB 2002)
- 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 - ALTERNATE I (AUG 1987)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2005)
- 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)

FILL-INS\*

- 52.216-18 (a) 30-calendar days after date of contract award through the last day of the final period of performance.
- 52.216-19 (a) one (1) employee; (b)(1) 400 employees;(2) 400 employees; (3) three days; (d) five days
- 52.216-21 (f) the last day of the final period of performance.

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)

652.243-70 NOTICES (AUG 1999)

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

652.225-71 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 normal working days Saturday through Wednesday from 0800 am to 0430 pm, except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

The following days are local holidays:

- Eid Al Adha
- Islamic New Year
- Kuwait National Day
- Kuwait Liberation Day
- The Prophet's Birthday
- Ascension Day
- Eid Al Fitr

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

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

652.228-71 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)-- SERVICES (AUG 1999) (DEVIATION)

(a) This clause supplements FAR 52.228-3.

(b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier unless the contractor has a DBA self-insurance program approved by the Department of Labor. The contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award. The current rate under the Department of State contract is \$3.87 per \$100 of compensation for services.

(c) Since the Department of State has obtained a waiver of DBA coverage for contractor employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(d) The contractor agrees to insert a clause substantially the same as this one in all subcontracts to which the DBA is applicable. Subcontractors shall be required to insert a similar clause in any of their subcontracts subject to the DBA.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the Department shall modify this contract accordingly.

(f) The contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

## I.2. FAR CLAUSES INCORPORATED IN FULL TEXT

### 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 5 (five) years.

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT  
OF UNION DUES OR FEES (DEC 2004) (only if over \$100,000)

(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.

52.232-19 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.

**SECTION J**  
**LIST OF ATTACHMENTS**

Exhibit A - HEALTH INSURANCE COVERAGE – To be added at time of contract award

Exhibit B – Sample invoice

Exhibit C – ORE and AEWA Staff rider

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS,**  
**AND OTHER STATEMENTS OF OFFERORS**

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

- (a) The offeror certifies that
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered:
  
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not submit an offer for the purpose of restricting competition.
  
- (b) Each signature on the offer is considered to be certification by the signatory that the signatory -
  - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_  
 \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
  - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
  - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
  
- (c) if the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12. Limitation 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

(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 an 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 (JUN 1999)**

(a) The offeror shall enter in the block with its name and address on the cover page of its offer the annotation “DUNS” followed by the DUNS number 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 Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to Dun and Bradstreet at 1-800-333-0505. The offeror, if located in the United States, should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)**

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

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

(b) 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

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.

**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 52.215-06 TYPE OF BUSINESS ORGANIZATION (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that -

(a) It operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation incorporated under the laws of the State of \_\_\_\_\_.

(b) If the offeror or respondent is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ (country).

K.8 RESERVED

K.9 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.10 652.225-70 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.11 DEFENSE BASE ACT INSURANCE – COVERED CONTRACTOR EMPLOYEES**

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

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <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 bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/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 bidder/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 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. 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.

**SECTION L  
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

L.1. Submission of Offers.

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

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

<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 complete offer shall be submitted at 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 services;

(b) Price proposal for the option years of the health insurance services; however, a price proposal for an option year for 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 Sections C, as offered, through Section J of the solicitation. The offeror must demonstrate a knowledge of 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 proposal must demonstrate how the offeror plans to perform the contract, especially as it relates to providing the insurance, maintaining adequate reserves to pay claims, administering and prompt payment of insured claims for reimbursement, procedures for reviewing claims (including where and how claims will be processed and settled), 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, and the overall management of the contract. Provide accounting procedures, reporting formats, procedures and rates for converting from group insurance to individual insurance policies. Describe the system for tracking utilization by diagnostic or other actuarial categories/profiles and comparing them against regional or national norms.

#### 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 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 Kuwait 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 Kuwait it must demonstrate that it is licensed/certified/accredited by a government other than Kuwait to provide health insurance for persons in Kuwait and must demonstrate its capacity to provide health benefits in Kuwait 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 Kuwait or its agents. For non-Mexican incorporated offerors, the same information is required for imposition of such actions by the government of Kuwait or any other government.

Failure to demonstrate that the offeror is an authorized insurance company permitted to write and administer health insurance policies in Kuwait 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 and include a proposed clause to be inserted in any resultant contract. This is for evaluation only to distinguish between otherwise equally priced, technically acceptable proposals and will not be considered in determining the lowest-priced offeror.

#### L.4.3.4 Employee Pool

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

**[Note to Offerors : Offerors may propose rates for health insurance in local currency.]**

#### 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.arnet.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, Info seek, 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, fixed price with economic price adjustment, resulting from this solicitation. The quantities shown in Section B are estimates only and the Government is not obligated to order the estimated quantities shown in this section.

### L.6.2 ECONOMIC PRICE ADJUSTMENT

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

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

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

***American Embassy Kuwait  
C/o Human Resources Officer  
Masjed Al Aqsa Street, Plot 14, Bayan, Kuwait***

(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 preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel

or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Ms. Marjorie Phillips, Management Counselor at (965) 259 1516. 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. Reserved.

L.9 Pre-Proposal Conference.

L.9.1. A pre-proposal conference to discuss the requirements of this solicitation will be held on Saturday, December 10, 2005 at 10:30am at the American Embassy, Masjed Al Aqsa Street, Plot 14, Bayan, Kuwait. Offerors interested in attendance should contact the following individual:

Beverly D. Rochester-Johnson	259-1464	259-1938
NAME	TELEPHONE NUMBER	FAX NUMBER

L.9.2. 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.9.3. 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.9.4. 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.9.5. 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.10 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past three (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 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
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

### M.3. Award Selection

M.3.1. General. The award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, "Instructions to Offeror's - 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.

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 Kuwait 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 Kuwait 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 Kuwait and must demonstrate its capacity to provide health benefits in Kuwait 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.

If the offeror proposes a Profit Sharing Credit, it will be evaluated by the Government and the results will be used in the event of equally priced proposals. If the plan is offered by the low priced offeror, it will be included as a requirement within the contract.

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).

**EXHIBIT B**  
**SAMPLE INVOICE**

**Health Insurance**

Contractor: John Doe, Inc.  
Address: 9999 West Center Street  
Anywhere, USA 22222

Invoice Date:  
Contract Number:  
Customer: U.S. Embassy  
Description: Employee Health and Life Insurance – Base Year (Option Year \_\_\_\_\_)  
Payment Terms:  
Period of Performance Invoiced: From \_\_\_\_\_ To: \_\_\_\_\_

**Health Insurance**

Employee name or ID#	Dependent Name or ID#	Agency	Bi-weekly premium Rate*	# of bi-weekly pay periods	Total
Joe Smith		State	2.00	6	12.00
Joe Smith	Jane Smith	State	1.50	6	9.00
Joe Smith	Billie Smith	State	1.50	6	9.00
		Subtotal State			30.00
Fred Flint		OMC	2.00	6	12.00
Bill Stone		OMC	2.00	6	12.00
Bill Stone	Betty Stone	OMC	1.50	6	9.00
		Subtotal OMC			33.00

\* Health Insurance premium rate from the appropriate Section B paragraph.

I hereby certify that the above bill is correct and in accordance with the terms of the contract and properly reflect insurance coverage and services performed.

Signature	Title	Date	Telephone
Typed Name			

Please remit payment to: John Doe, Inc.  
9999 West Center Street  
Anywhere, USA 22222

**EXHIBIT C**  
**ORE and AEWA Staff Rider**

**ORE Staff - Ambassador**

Age Group	Employees		Dependents	
	Male	Female	Male	Female
Under 21			1	1
21 - 25				
26 - 30				1
31 - 35			1	
36 - 40	1	1		1
41 - 45	1			
46 - 50		1		
51 - 55				
56 - 60				
61 - 65				
65 and more				
<b>TOTAL</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>3</b>

**ORE Staff - Deputy Chief of Mission**

Age Group	Employees		Dependents	
	Male	Female	Male	Female
Under 21			1	1
21 - 25				
26 - 30				
31 - 35				
36 - 40				
41 - 45		1		
46 - 50				
51 - 55	1			
56 - 60				
61 - 65				
65 and more				
<b>TOTAL</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>

**AEWA Staff**

Age Group	Employees		Dependents	
	Male	Female	Male	Female
Under 21			1	1
21 - 25				
26 - 30				
31 - 35		2		
36 - 40				
41 - 45	1			1
46 - 50				
51 - 55				
56 - 60				
61 - 65				
65 and more				
<b>TOTAL</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>2</b>

**Employees/Dependents by Nationalities**

**ORE Staff Ambassador**

	Employees	Dependents
Filipino	3	4
Sri Lankan	1	1

**ORE Staff DCM**

Sri Lankan	2	2
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**AEWA Staff**

Filipino	2	3
Norwegian	1	