

December 4, 2020

Embassy of the United States of America

490 Sussex Drive, Ottawa, Ontario, K1N 1G8

Solicitation Number: 19CA5221R0005

**SUBJECT:** Medical, Life and Disability Insurance Services  
for Canadian Employees of the United States Government

Dear Prospective Offeror:

The Embassy of the United States of America invites you to submit a proposal for Medical, Life and Disability Insurance Services for Locally Employed Staff by the U.S. Embassy in Ottawa and its Constituencies in Vancouver (BC), Calgary (AB), Winnipeg (MB), Toronto (ON), Montreal (QC), Quebec (QC) and Halifax (NS). The U.S. Embassy encourages prospective offerors to offer off-the-shelf plans that meet at least the minimum benefit levels required in this solicitation.

The Embassy intends to conduct a pre-proposal conference, and all prospective offerors are invited to attend. See details included in Section L of the attached Request for Proposals (RFP).

Printed, signed copies of proposal must be accompanied by a quality electronic PDF copy and delivered in a sealed envelope marked "Proposal Enclosed" to the following address:

323 Coventry Road, U.S. Embassy, Box 101, Ottawa, ON, K1K 3X6, Canada  
marked: "Proposal Enclosed – RFP #19CA5221R0005"

on or before 16:00 EST on **January 8, 2021**. No proposal will be accepted after this time.

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

- Section A, Solicitation Cover Page, Standard Form-33
- Section B, Pricing Schedule;
- Section B, Retention Amounts in B.3;
- Section K, Representations and Certifications;
- Additional information as required in Section L;
- If applicable, the Offeror shall submit a completed IRS Form W-14, found at [www.irs.gov/w14](http://www.irs.gov/w14), to ensure compliance with FAR 52.229-11.

Direct any questions regarding this solicitation to Contracting Officer in writing by email to **ContractsOttawa@state.gov**

Please note: Proposals that contain less than the minimum reimbursement levels or do not provide all benefit categories may be evaluated as technically unacceptable.

The successful offeror shall be registered in the SAM (System for Award Management) database <https://www.sam.gov> prior to contract award pursuant to FAR provision 5.207. Therefore prospective offerors are encouraged to initiate SAM registration prior to the submittal of their proposal. The guidelines for registration in SAM are also available at: [https://www.fsd.gov/fsd-gov/learning-center-system.do?sysparm\\_system=SAM](https://www.fsd.gov/fsd-gov/learning-center-system.do?sysparm_system=SAM)

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,



Hunter J. Crowder  
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>3   104</b>		
2. CONTRACT (Proc. Inst. Ident.) NO.		3. SOLICITATION NO. <b>19CA5221R0005</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>December 4, 2020</b>		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY <b>Embassy of the United States of America 490 Sussex Drive, Ottawa, Ontario, K1N 1G8 Email: <a href="mailto:ContractsOttawa@state.gov">ContractsOttawa@state.gov</a></b>				CODE		8. ADDRESS OFFER TO (If other than item 7) <b>323 Coventry Road, U.S. Embassy, Box 101 Ottawa, ON, K1K 3X6, CANADA Ph: 613-842-9900 Proposal Enclosed – RFP #19CA5220R0001</b>				
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".										
<b>SOLICITATION</b>										
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in <b>323 Coventry Road, U.S. Embassy, Box 101, Ottawa, ON, K1K 3X6, Canada until 16:00 hour Eastern Standard Time on January 8, 2021</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 Contract Specialist Contracting Officer			B. TELEPHONE (NO COLLECT CALLS) (613) 218-1743 (613) 688-5450			C. E-MAIL ADDRESS <a href="mailto:ContractsOttawa@state.gov">ContractsOttawa@state.gov</a>		
		Vincent Lemesheff Hunter J. Crowder								
<b>11. TABLE OF CONTENTS</b>										
(x)	SEC.	DESCRIPTION			PAGE(S)	(x)	SE C.	DESCRIPTION		PAGE(S)
		PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT STANDARD FORM 33				<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES		
<input checked="" type="checkbox"/>	B	CONTRACT TYPE, PRICES AND COSTS					PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	REQUIREMENTS: MEDICAL INSURANCE				<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS		
<input checked="" type="checkbox"/>	D	REQUIREMENTS: LIFE AND DISABILITY INSURANCE					PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE				<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE					PART V - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION				<input checked="" type="checkbox"/>	L	INSTRS., COND., AND NOTICES TO OFFERORS		
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS				<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD		
<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 inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. <b>IMPORTANT: James Zadorga 9/11 victims health and compensation act of 2010 notice: unless a waiver or exception applies, payments subsequent to this procurement are subject to an excise tax of 2% pursuant to 26 U.S.C. 5000c.</b>										
13. DISCOUNT FOR PROMPT PAYMENT SEE 14		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		CALENDAR DAYS		
(See section I, Clause No 52.232-8)		%		%		%		%		
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.(Incl. 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 ELECTRONICALLY TO: <a href="mailto:OttawaInvoices@state.gov">OttawaInvoices@state.gov</a>		ITEM				
24. ADMINISTRATION BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY Electronic Funds Transfer (EFT) from the United States Government Global Financial Management Center in Charleston (SC)						
26. NAME OF CONTRACTING OFFICER (Type or print)  Hunter J. Crowder				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE				

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

## **SECTION B**

### **CONTRACT TYPE, PRICES AND ECONOMIC PRICE ADJUSTMENTS**

#### **B.1 CONTRACT TYPE**

This is a Fixed-Price, Indefinite-Quantity, Definite-Delivery, Requirements type contract with Economic Price Adjustment, providing for upward and downward revision of the stated contract price upon the occurrence of specified contingencies. Neither the Contractor, nor the Government may benefit from the Economic Price Adjustments. The Government anticipates the need for recurring requirements but cannot predetermine the precise quantities of services needed for a definite period. This contract type provides for filling all actual requirements for insurance services during a specified contract period, with deliveries or performance to be scheduled by placing multiple fixed-price variable quantity task orders with the contractor. Orders under this contract may be funded fully or incrementally throughout the period of performance specified in the contract term, option periods and Task Orders.

#### **PART I: PRICE – MEDICAL INSURANCE**

#### **B.1. MEDICAL INSURANCE SERVICES**

The Contractor shall provide the medical insurance services to Locally Employed Staff by the Government of the United States of America in Canada and their eligible dependents as described in Section C. This insurance shall be provided in accordance with Section C, Statement of Requirements.

B.1.1. Official Residence Expense (ORE) Staff are included under this contract only as a rider; the Contractor shall bill the Chief of Mission, Deputy Chief of Mission and Consuls General (for ORE Staff) at the rates specified below. Note that United States Government is not responsible, nor liable, for ORE Staff. See Section G for billing procedures.

B.1.2 Retired employees who are in receipt of early retiree health care benefit shall be grandfathered and included in the contract as a separate rider category and covered by health insurance services (excluding dental care). The Contractor shall separately bill the Government for grandfathered retired employees at the rates specified below. See Section G for billing procedures.

#### **B.2. PRICES, PREMIUM RATES AND CURRENCY**

Canadian and may submit proposals in Canadian Dollars and be paid in Canadian Dollars. U.S. firms may submit proposals in Canadian Dollars and be paid in Canadian Dollars. Alternatively, U.S. firms may submit proposals in U.S. Dollars and be paid in U.S. Dollars. U.S. Firms must indicate the type of currency used in their response to the RFP. Foreign firms may submit offers and be paid in Canadian Dollars only.

### B.2.1 VALUE ADDED TAX (VAT)

The Contractor shall include applicable Value Added Tax (HST, GST, PST, QST, Excise Tax, Etc.) as separate charges on the Invoice and as separate values in Section B.

If the VAT amount varies by Province, the Offeror shall quote the VAT amounts at 15% across the board. The Task Orders under this contract may also include the median VAT rate at 15%, however, the invoices submitted by service provider must detail the actual amount of VAT according to Provincial laws for each sub-group of insured individuals by Province.

B.2.2 The fixed prices and premium rates for the medical insurance services further detailed in Section C, shall be as follows:

**B.2.3 Base Year Medical Insurance Services: Fixed Premium Rates, Estimated Quantities and Contract Price**

Contract Line Item Number (CLIN)	Description of Product	Unit of Issue	Estimated Quantity of Units per Month	Fixed Monthly Unit Price Before Tax	Annual Price Before Tax (Qty of Units x Unit Price x 12 Months)	Value Added Tax (VAT)	Estimated Annual Price Including VAT
#0100	Medical Plan Implementation Cost	All	1	N/A			
#0001	Medical Insurance: Self Only	Monthly Premium	81				
#0002	Medical Insurance: Self Plus One	Monthly Premium	92				
#0003	Medical Insurance: Family (3 or More Individuals)	Monthly Premium	133				
#0004	Retiree Health Insurance: Self	Monthly Premium	6				
#0005	Retiree Health Insurance: Self Plus One	Monthly Premium	10				
#0006	Retiree Health Insurance: Family (3 or More Individuals)	Monthly Premium	2				
	<b>Medical Insurance Estimated Base Year Price</b>	Year	N/A	N/A			

Note: total price and estimated number of premiums does not include any Riders (B.1.1)

**B.2.4 Option Year One Medical Insurance Services:**  
 Projected Premium Rates, Estimated Quantities and Contract Price

Contract Line Item Number (CLIN)	Description of Product	Unit of Issue	Estimated Quantity of Units per Month	Projected Monthly Unit Price Before Tax	Annual Price Before Tax (Qty of Units x Unit Price x 12 Months)	Value Added Tax (VAT)	Estimated Annual Price Including VAT
#1001	Medical Insurance: Self Only	Monthly Premium	81				
#1002	Medical Insurance: Self Plus One	Monthly Premium	92				
#1003	Medical Insurance: Family (3 or More Individuals)	Monthly Premium	133				
#1004	Retiree Health Insurance: Self	Monthly Premium	6				
#1005	Retiree Health Insurance: Self Plus One	Monthly Premium	10				
#1006	Retiree Health Insurance: Family (3 or More Individuals)	Monthly Premium	2				
	<b>Medical Insurance Option Year One Projected Contract Price</b>	Year	N/A	N/A			

Note: total price and estimated number of premiums does not include any Riders (B.1.1)

**B.2.5 Option Year Two Medical Insurance Services:**  
 Projected Premium Rates, Estimated Quantities and Contract Price

Contract Line Item Number (CLIN)	Description of Product	Unit of Issue	Estimated Quantity of Units per Month	Projected Monthly Unit Price Before Tax	Annual Price Before Tax (Qty of Units x Unit Price x 12 Months)	Value Added Tax (VAT)	Estimated Annual Price Including VAT
#2001	Medical Insurance: Self Only	Monthly Premium	81				
#2002	Medical Insurance: Self Plus One	Monthly Premium	92				
#2003	Medical Insurance: Family (3 or More Individuals)	Monthly Premium	133				
#2004	Retiree Health Insurance: Self	Monthly Premium	6				
#2005	Retiree Health Insurance: Self Plus One	Monthly Premium	10				
#2006	Retiree Health Insurance: Family (3 or More Individuals)	Monthly Premium	2				
	<b>Medical Insurance Option Year Two Projected Contract Price</b>	Year	N/A	N/A			

Note: total price and estimated number of premiums does not include any Riders (B.1.1)



**B.2.6 Option Year Three Medical Insurance Services:**  
 Projected Premium Rates, Estimated Quantities and Contract Price

Contract Line Item Number (CLIN)	Description of Product	Unit of Issue	Estimated Quantity of Units per Month	Projected Monthly Unit Price Before Tax	Annual Price Before Tax (Qty of Units x Unit Price x 12 Months)	Value Added Tax (VAT)	Estimated Annual Price Including VAT
#3001	Medical Insurance: Self Only	Monthly Premium	81				
#3002	Medical Insurance: Self Plus One	Monthly Premium	92				
#3003	Medical Insurance: Family (3 or More Individuals)	Monthly Premium	133				
#3004	Retiree Health Insurance: Self	Monthly Premium	6				
#3005	Retiree Health Insurance: Self Plus One	Monthly Premium	10				
#3006	Retiree Health Insurance: Family (3 or More Individuals)	Monthly Premium	2				
	<b>Medical Insurance Option Year Three Projected Contract Price</b>	Year	N/A	N/A			

Note: total price and estimated number of premiums does not include any Riders (B.1.1)

**B.2.7 Option Year Four Medical Insurance Services:**  
 Projected Premium Rates, Estimated Quantities and Contract Price

Contract Line Item Number (CLIN)	Description of Product	Unit of Issue	Estimated Quantity of Units per Month	Projected Monthly Unit Price Before Tax	Annual Price Before Tax (Qty of Units x Unit Price x 12 Months)	Value Added Tax (VAT)	Estimated Annual Price Including VAT
#4001	Medical Insurance: Self Only	Monthly Premium	81				
#4002	Medical Insurance: Self Plus One	Monthly Premium	92				
#4003	Medical Insurance: Family (3 or More Individuals)	Monthly Premium	133				
#4004	Retiree Health Insurance: Self	Monthly Premium	6				
#4005	Retiree Health Insurance: Self Plus One	Monthly Premium	10				
#4006	Retiree Health Insurance: Family (3 or More Individuals)	Monthly Premium	2				
	<b>Medical Insurance Option Year Four Projected Contract Price</b>	Year	N/A	N/A			

Note: total price and estimated number of premiums does not include any Riders (B.1.1)

**B.2.8 Medical Benefits Total Estimated Price of Base Year and all Option Years**

Medical Insurance Base Year Estimated Total Price Including VAT	
Medical Insurance Option Year One Projected Total Price Including VAT	
Medical Insurance Option Year Two Projected Total Price Including VAT	
Medical Insurance Option Year Three Projected Total Price Including VAT	
Medical Insurance Option Year Four Projected Total Price Including VAT	
<b>Medical Insurance Projected Total Price of Base Year and all Option Years</b>	

**B.3 ADMINISTRATIVE RETENTION AMOUNTS – MEDICAL INSURANCE**

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

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

B.3.2 Employee Monthly Retention Amounts per separate premium paid per plan category.

<b>Period of Performance</b>	<b>Employee: Self Only</b>	<b>Employee: Self Plus One</b>	<b>Employee: Family of Three or More</b>
Base Year			
Option Year One			
Option Year Two			
Option Year Three			
Option Year Four			

B.3.3 Retiree Monthly Retention Amounts per separate premium paid per plan category.

<b>Period of Performance</b>	<b>Retiree: Self Only</b>	<b>Retiree: Self Plus One</b>	<b>Retiree: Family of Three or More</b>
Base Year			
Option Year One			
Option Year Two			
Option Year Three			
Option Year Four			

**B.4. ECONOMIC PRICE ADJUSTMENT - MEDICAL INSURANCE PREMIUMS**

B.4.1. Premium Adjustment Based on Claim Experience - For medical insurance, prices may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract, and it specifically excludes all riders in B.1.1. No adjustment will be allowed during the first twelve months. After such time, the Contractor or the Government may request an adjustment in premiums on an annual basis. Adjustments are not retroactive to previous contract

terms. Before any such adjustment is made, the Contractor agrees to provide the Government a balance sheet included, but not limited to the following three main components for the time period:

- (1) receipts (premiums received) minus the retention amount;
- (2) number of insurance plans, and
- (3) claims paid.

This information shall be provided per type of premium, i.e. per line item. The retention amount is not subject to adjustment. The Government reserves the right to have an independent third party review the balance sheet and claims and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Mutually agreed to adjustments shall be effective thirty days after complete information is received by the Government. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

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

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

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

PART II: PRICE - GROUP LIFE INSURANCE AND DISABILITY BENEFIT

**B.5. GROUP LIFE INSURANCE AND DISABILITY BENEFIT SERVICES**

The Contractor shall provide the group life insurance and disability benefit services described herein to employees of the Government of the United States of America in Canada. The groups of employees who shall be provided this insurance are listed in section D. This insurance shall be provided in accordance with Section D and the Exhibits in Section J.

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

**B.6. GROUP LIFE AND DISABILITY INSURANCE RATES**

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

**B.6.1 Base Year Disability Benefit and Life Insurance Services:**

Fixed-Price Premium Rates, Estimated Quantities and Estimated Contract Price

Contract Line Item Number (CLIN)	Description of Product	Unit of Issue	Estimated Quantity of Units per Month	Fixed Monthly Unit Price Before Tax	Annual Price Before Tax (Qty of Units x Unit Price x 12 Months)	Value Added Tax (VAT)	Estimated Annual Price Including VAT
#0200	Life/Disability Plan Implementation Cost	1	All	N/A			
#0007	Life Insurance: Natural Death	Monthly Premium per \$1,000 of Coverage	38770				
#0008	Life Insurance: Accidental Death and Dismemberment	Monthly Premium per \$1,000 of Coverage	51650				
#0009	Long Term / Total Disability Benefit	Monthly Premium per \$100 of Coverage	14380				
#0010	Early Intervention Disability Management Service (Advice to Pay)	Hour	60				
	<b>Disability and Life Insurance Base Year Estimated Contract Price</b>	Year	N/A	N/A			

Note: total price and estimated number of premiums does not include any Riders (B.5.1)

**B.6.2 Option Year One Disability Benefit and Life Insurance Services:**  
 Projected Premium Rates, Estimated Quantities and Projected Contract Price

Contract Line Item Number (CLIN)	Description of Product	Unit of Issue	Estimated Quantity of Units per Month	Projected Monthly Unit Price Before Tax	Annual Price Before Tax (Qty of Units x Unit Price x 12 Months)	Value Added Tax (VAT)	Projected Annual Price Including VAT
#1007	Life Insurance: Natural Death	Monthly Premium per \$1,000 of Coverage	38770				
#1008	Life Insurance: Accidental Death and Dismemberment	Monthly Premium per \$1,000 of Coverage	51650				
#1009	Long Term / Total Disability Benefit	Monthly Premium per \$100 of Coverage	14380				
#10010	Early Intervention Disability Management Service (Advice to Pay)	Hour	60				
	<b>Disability and Life Insurance Option Year One Projected Contract Price</b>	Year	N/A	N/A			

Note: total price and estimated number of premiums does not include any Riders (B.5.1)



**B.6.3 Option Year Two Disability Benefit and Life Insurance Services:**  
 Projected Premium Rates, Estimated Quantities and Projected Contract Price

Contract Line Item Number (CLIN)	Description of Product	Unit of Issue	Estimated Quantity of Units per Month	Projected Monthly Unit Price Before Tax	Annual Price Before Tax (Qty of Units x Unit Price x 12 Months)	Value Added Tax (VAT)	Projected Annual Price Including VAT
#2007	Life Insurance: Natural Death	Monthly Premium per \$1,000 of Coverage	38770				
#2008	Life Insurance: Accidental Death and Dismemberment	Monthly Premium per \$1,000 of Coverage	51650				
#2009	Long Term / Total Disability Benefit	Monthly Premium per \$100 of Coverage	14380				
#2010	Early Intervention Disability Management Service (Advice to Pay)	Hour	60				
	<b>Disability and Life Insurance Option Year Two Projected Contract Price</b>	Year	N/A	N/A			

Note: total price and estimated number of premiums does not include any Riders (B.5.1)

**B.6.4 Option Year Three Disability Benefit and Life Insurance Services:**  
 Projected Premium Rates, Estimated Quantities and Projected Contract Price

Contract Line Item Number (CLIN)	Description of Product	Unit of Issue	Estimated Quantity of Units per Month	Projected Monthly Unit Price Before Tax	Annual Price Before Tax (Qty of Units x Unit Price x 12 Months)	Value Added Tax (VAT)	Projected Annual Price Including VAT
#3007	Life Insurance: Natural Death	Monthly Premium per \$1,000 of Coverage	38770				
#3008	Life Insurance: Accidental Death and Dismemberment	Monthly Premium per \$1,000 of Coverage	51650				
#3009	Long Term / Total Disability Benefit	Monthly Premium per \$100 of Coverage	14380				
#3010	Early Intervention Disability Management Service (Advice to Pay)	Hour	60				
	<b>Disability and Life Insurance Option Year Three Projected Contract Price</b>	Year	N/A	N/A			

Note: total price and estimated number of premiums does not include any Riders (B.5.1)

**B.6.5 Option Year Four Disability Benefit and Life Insurance Services:**  
 Projected Premium Rates, Estimated Quantities and Projected Contract Price

Contract Line Item Number (CLIN)	Description of Product	Unit of Issue	Estimated Quantity of Units per Month	Projected Monthly Unit Price Before Tax	Annual Price Before Tax (Qty of Units x Unit Price x 12 Months)	Value Added Tax (VAT)	Projected Annual Price Including VAT
#4007	Life Insurance: Natural Death	Monthly Premium per \$1,000 of Coverage	38770				
#4008	Life Insurance: Accidental Death and Dismemberment	Monthly Premium per \$1,000 of Coverage	51650				
#4009	Long Term / Total Disability Benefit	Monthly Premium per \$100 of Coverage	14380				
#4010	Early Intervention Disability Management Service (Advice to Pay)	Hour	60				
	<b>Disability and Life Insurance Option Year Four Projected Contract Price</b>	Year	N/A	N/A			

Note: total price and estimated number of premiums does not include any Riders (B.5.1)

**B.6.6 Disability Benefit and Life Insurance Total Estimated Price of Base Year and all Option Years**

Disability and Life Insurance Base Year Estimated Total Price Including VAT	
Disability and Life Insurance Option Year One Projected Total Price Including VAT	
Disability and Life Insurance Option Year Two Projected Total Price Including VAT	
Disability and Life Insurance Option Year Three Projected Total Price Including VAT	
Disability and Life Insurance Option Year Four Projected Total Price Including VAT	
<b>Disability Benefit and Life Insurance Projected Total Price of Base Year and all Option Years</b>	

**B.7. ADMINISTRATIVE RETENTION AMOUNTS – LIFE / DISABILITY INSURANCE**

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

The retention amount is part of the premium and may include, but not be limited to, such costs as overhead and general and administrative costs. It will also include any profit. Essentially, it includes all costs except the actual portion of the premium intended to fund claims paid to the claimant. B.7.2 Sets forth the retention amounts per premium paid for each category of premium and for each period of performance.

B.7.2. Retention Amounts per Separate Premium Paid per Employee:

<b>Period of Performance</b>	<b>Life Insurance: Natural Death</b>	<b>Life Insurance: Accidental Death</b>	<b>Long Term / Total Disability Benefit</b>
Base Period			
First Option Year			
Second Option Year			
Third Option Year			
Fourth Option Year			

**B.8. ECONOMIC PRICE ADJUSTMENT (EPA)-LIFE / DISABILITY INSURANCE**

B.8.1. Premium Adjustment Based on Claim Experience: For disability benefit and life insurance services, prices may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract and it specifically excludes all riders in B.1.1. No adjustment will be allowed during the first twelve months. After such time, the Contractor or the Government may request an adjustment in premiums on an annual basis. Adjustments are not retroactive to previous contract terms. Before any such adjustment is made, the Contractor agrees to provide the Government a balance sheet showing the main components for the time period.

As part of response to this RFP, the Offeror shall provide detailed explanation of their Economic Price Adjustment (EPA) methodology for each Contract Line Item Number (CLIN), detailing all price determination factors, such as assumptions regarding future levels of claims, retention, reserve requirements, marketing discounts and the method used for calculating renewal rate adjustments, etc. In an equitable cost adjustment method, no party under the contract shall benefit at the expense of other party. The contractor shall explain advantages and disadvantages of the economic price adjustment methods, as well as include methods (formulas), which will be used by the service provider.

All EPA factors must be organized as formulas supported by clarifications detailing the service provider methodology which will be used for calculation of premium rate adjustments, clearly showing correlations amongst the experience rate, manual rate, credibility factor, demographics and how each rate/factor is determined. **The EPA methodology and formulas must be included in Exhibit D and will be evaluated as part of the contract award decision.**

The information included in the Exhibit D shall clearly identify the financial arrangement which will be used for each CLIN, explain how each particular CLIN will be underwritten, as well as the balance of risks and liabilities assumed by each party in this contract.

The information shall be provided per type of premium, i.e. per contract line item included in Section B.6. The retention amount is not subject to adjustment. The Government reserves the right to select an independent third party to review the proposed methodology, the balance sheet and claims and make a determination of methodology most advantageous for the Government, as well as make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Mutually agreed to adjustments shall be effective thirty days after complete information is received by the Government. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

B.8.2. Premium Adjustment Based on Law: The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the Contractor to perform this contract at the rate contracted for herein. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the premium rate. The Contractor agrees to provide all documentation necessary to support any requested adjustment.

B.9 CONTRACT MAXIMUM AMOUNT

Contract Maximum Amount is the Grand Total price of all contract periods and options:

B.9.a	<b>Medical Insurance</b> Projected Total Price of Base Year and all Option Years	
B.9.b	<b>Disability Benefit and Life Insurance</b> Projected Total Price of Base Year and all Option Years	
B.9.c	<b>Total Projected of All Contract Requirements and Options</b> (= B.9.a + B.9.b)	
B.9.d	<b>Accommodation for Economic Adjustments and Contingencies</b> at 10% of Contract Projected Total (=B.9.c + 10%)	
B.9.d	<b>Contract Maximum Amount</b> (B.9.c + B.9.d)	

## B.10 CONTRACT TERM

Term of this contract is for **1 (one) year with 4 (four) 1-year options to exercise.**

Tentative service commencement date under this contract shall be within 90 days of the contract award date to allow for mobilization and implementation activities take place. Tentative schedule of base year and option periods is contingent upon the contract award date and may be changed at the time of award without a modification to contract and based on mutual agreement of parties.

### B.10.1 Proposed Contract Periods:

Base Year: April 1, 2021 – March 31, 2022

Option Year One: April 1, 2022 – March 31, 2023

Option Year Two: April 1, 2023 – March 31, 2024

Option Year Three: April 1, 2024 – March 31, 2025

Option Year Four: April 1, 2025 – March 31, 2026



## SECTION C

### STATEMENT OF REQUIREMENTS – MEDICAL INSURANCE SERVICES

#### C.1. MEDICAL INSURANCE LEVELS OF COVERAGE

The Government of the United States of America requires Medical Insurance coverage for its Canadian employees as described herein.

##### C.1.1 Employee and Dependent Medical Insurance Benefits

###### C.1.1.1 **Hospitalization (Treatment in the Hospital for Inpatient Care)** **Minimum Coverage - 100%**

Services and supplies provided during hospitalization including services provided by a licensed healthcare provider, bed and board (semi-private accommodations), operating room, recovery room, intensive care, imaging and diagnostic testing, and general hospital nursing care, physical therapy, as well as drugs and medicines administered while in-patient. When private accommodations are provided, coverage will be limited to the cost of a semi-private room unless otherwise covered in an off the shelf plan. See Mental Health and Substance Abuse care (C.1.1.13) for details concerning inpatient psychiatric care.

See Mental Health and Substance Abuse Care (below) for details concerning inpatient psychiatric care.

See Outpatient Services (below) for details concerning professional services.

###### C.1.1.2 **Emergency Services (Trips to Emergency Room)** **Minimum Coverage - 100%**

Services provided for conditions that could lead to serious disability or death if not immediately treated, such as accidents or sudden illness.

###### C1.1.3 **Ambulance** **Minimum Coverage - 80%**

Professional ground transport to move a patient from the place where s/he is injured or becomes ill to the nearest hospital able to provide treatment or to move a patient from one medical facility to another.

**C.1.1.4            Outpatient Services**  
**Minimum Coverage - 80%**

Services provided by a licensed healthcare provider on an ambulatory or outpatient basis (without being admitted to a hospital), including surgeon's fees and other medical services provided at a hospital, clinic, doctor's office, medical facility, etc. Examples include, but are not limited to:

- Annual physical examinations
- Specialist consultations and treatment, including second surgical opinion
- Minor surgical interventions
- Chemotherapy and radiation treatments
- Immunizations recommended by local authorities and/or the World Health Organization
- Diagnostic tests and diagnostic imaging

See Rehabilitative and Habilitative Services and Devices (below) for details concerning physical therapy.

See Mental Health and Substance Abuse Care (below) for details concerning psychiatric therapy.

**C.1.1.5            Obstetric and Newborn Care**  
**Minimum Coverage - Inpatient/Emergency: 100%**  
**Minimum Coverage - Outpatient: 80%**

Care and services that women receive during pregnancy (prenatal care), throughout labor, delivery and post-delivery, and outpatient care for newborn babies. Hospitalization during pregnancy and/or delivery will be reimbursed as inpatient care. All other treatments will be considered outpatient services and will be reimbursed at that rate.

**C.1.1.6            Pediatric Services**  
**Minimum Coverage - Inpatient/Emergency: 100%**  
**Minimum Coverage - Outpatient: 80%**

Primary and preventive routine care services for covered dependent children, including, but not limited to: physical examinations, developmental assessments, laboratory tests, and immunizations recommended by local authorities and/or the World Health Organization.

C.1.1.7           **Prescription Drugs**  
**Minimum Coverage -Inpatient/Emergency: 100%**  
**Minimum Coverage - Outpatient: 80%**

Medications prescribed by a licensed health care provider that are medically required. Examples include, but are not limited to prescription antibiotics to treat an infection, medication used to treat an ongoing condition, such as high cholesterol, prophylaxis, contraceptive medication.

C.1.1.8           **Preventive and Wellness Services and Chronic Disease Management**  
**Minimum Coverage - 80%**

Counseling or preventive care designed to prevent or detect medical conditions and care for chronic conditions such as asthma and diabetes. Examples include, but are not limited to: physicals, immunizations, and cancer screenings.

C.1.1.9           **Hearing Aids**  
**Minimum Coverage – 80%**

Examinations and Treatment: **80% Minimum Coverage**

Hearing Aid Apparatus: Limited to one apparatus per ear up to a maximum of **CAD \$2,000** per covered individual per **three-year period**. **80% Minimum Coverage:** with annual cap.

C.1.1.10          **Optical Care**  
**Minimum Coverage – 80%**

Examinations and Treatment: **80% Minimum Coverage**

Prescription lenses and frames, or contact lenses: Covered up to a maximum of **CAD \$400** per covered individual **every two years**. **80% Minimum Coverage;** with annual cap.

C.1.1.11          **Dental Care**  
**Minimum Coverage – 80%**

Examinations and Treatment: Dentist's fees, x-rays, examinations and treatment, cleanings, fillings, extractions, false teeth, crowns, and bridges up to a maximum of **CAD \$4,200** per covered individual per contract year. **80% Minimum Coverage:** with annual cap.

Orthodontia: Treatment is covered only if treatment begins before age 18, or if required as the result of an accident. A **maximum of four years** of orthodontia treatment will be covered per covered individual up to a maximum of **CAD \$3,200 lifetime limit**. **80% Minimum Coverage;** with contract lifetime cap.

**C.1.1.12      Reproductive Health**  
**Minimum Coverage - 80%**

Prescribed contraceptive devices, preventive care and routine examinations, voluntary sterilization, and diagnosis and treatment of conditions which may cause infertility. Assisted reproductive technology (ART), fertility treatments, and reversal of sterilization are not covered (see Exclusions to Coverage).

**C.1.1.13      Mental Health and Substance Abuse Care**  
**Minimum Coverage - 50%**

Inpatient and outpatient care provided to evaluate, diagnose and treat a mental health condition or substance abuse disorder. This includes behavioral health treatment, counseling, and psychotherapy. Services must be provided by a licensed psychiatrist, psychoanalyst, psychologist, or psychiatric social worker. Inpatient care for alcohol and substance abuse must be provided at a facility licensed for detoxification and rehabilitation.

**C.1.1.14      Rehabilitative and Habilitative Services and Devices**  
**Minimum Coverage - 50%**

Rehabilitative services (e.g., recovering skills, such as speech therapy after a stroke or physical therapy after an accident) and habilitative services (e.g., developing skills, such as speech therapy for children, etc.) that help develop skills needed for everyday life. Devices to help gain or recover mental or physical skills lost due to injury, disability or a chronic condition, and devices needed for habilitative reasons.

**C.1.1.15      HIV/AIDS**  
**Minimum Coverage - 100%**  
**up to CAD \$13,200 per contract year per covered individual**

Medications to suppress opportunistic infections (such as tuberculosis or toxoplasmosis for covered individuals who have HIV/AIDS). Brief courses of anti-retroviral drugs during childbirth to prevent the transmission of HIV/AIDS to the child. Generally excludes medication for the long-term suppression of HIV/AIDS through the combination of anti-retroviral drugs in locations with inadequate local healthcare infrastructures.

**C.1.1.16      Catastrophic Coverage**  
**Minimum Coverage - 100%**  
**Maximum Amount - CAD \$105,100 per covered individual per year**

Additional coverage equal to CAD \$105,100 per covered individual per contract year. Catastrophic conditions shall be defined as major medical conditions occurring as a result

of a single/illness/accident or closely related set of major illnesses (or conditions relating to a single accident) that exceed the standard maximum coverage limit.

**C.1.1.17 Out-of-Country/Province Coverage  
Minimum Coverage – 100%**

The emergency medical assistance and services, including medical evacuation, relating to a medical emergency while away from the province of residence for business or pleasure.

**C.1.1.18 180 Day Coverage for Dependents After Employee's Death**

At the time of a covered employee's death, his/her eligible dependents covered under post's medical plan are eligible to continue receiving the same level of medical coverage for up to 180 days. This optional benefit is subject to availability of funds at post and no extensions are permitted.

**C.1.1.19 Employee Assistance Program (EAP)**

An Employee Assistance Program (EAP) is a voluntary, work-based program that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems. This optional benefit is subject to availability of funds at post.

**C.1.2 Annual Maximum Limit**

The maximum annual reimbursement per covered individual per contract year, not including expenses covered under C.1.1.15, HIV/AIDS, is equivalent to **CAD \$105,100** per covered individual per year.

**C.1.3 Exclusions and Limitations**

There is no coverage for elective cosmetic surgery; spa cures; rejuvenation cures; exercise therapy; long-term rehabilitative therapy; non-medical hospital charges (e.g., telephone, television, etc.); home help, family help, or similar household assistance; fees of persons who are not certified health care providers; advanced reproductive technology (e.g., in-vitro fertilization, intra-cellular sperm injection, artificial insemination, microsurgical epididymal sperm aspiration, testicular sperm extraction, cryopreservation, etc.); or services or supplies which have not been prescribed or approved by a certified health care provider. Exclusions to coverage may be amended if provided in an off the shelf plan and is the lowest-cost and technically acceptable. Removal of any exclusions require prior authorization.

There is no coverage for expenses that will be reimbursed or paid directly under a host country medical program or workers' compensation program, the U.S. workers' compensation program, or post's Locally Engaged Staff workers' compensation program.

## C.1.4 Eligible Participants

C.1.4.1 Identification of Eligible Employees and Dependents: U.S. Mission Canada will provide a list of all eligible employees and dependents with relationship to employee (self/spouse/common law/child) and DOB for each. Updates will be provided to add or remove individuals on a monthly basis.

To be eligible to participate in the medical plan, LE Staff must be:

- Paid under the terms of the Local Compensation Plan (LCP); and –
- Under a non-temporary direct hire appointment, personal services agreement (PSA), or personal services contract (PSC); or
- Under a temporary direct hire appointment or PSA Fixed Term of one year or more.

Not eligible are those working under temporary appointments; those working under a PSC or PSA that is time limited to less than one year; non-personal services contract personnel and their employees, supplied by an independent contractor licensed to do business in Canada who provides services to other local organizations as well as to the U.S. Mission; employees working on an intermittent or When Actually Employed (WAE) schedule; employees of USAID institutional contractors; Peace Corps personal services contractors as indicated in MS 743; and Recreation Association employees.

### C.1.4.1.1 Definition of Dependents

C.1.4.1.1.1 Legal or common-law spouse: a limit of one legal or common-law spouse as defined by local law per employee will be covered.

C.1.4.1.1.2 Children: a child is defined as the LE Staff's natural, adopted, stepchild, or foster child. The child must be unmarried and financially dependent upon the LE Staff. A child will be covered until the end of the contract year in which s/he reaches age 26. An unmarried child determined to be incapable of self-support due to a physical or mental condition will continue to be eligible to participate in the medical plan as long as the condition persists, the child remains unmarried, and the LE Staff maintains coverage.

C.1.4.2 Location of Employment: The eligible employees covered by C.1.4.1 must be employed within the geographic boundaries of Canada.

### C.1.4.3 Participants Covered Under a Rider

- a. All current active ORE Staff personally employed by the Chief of Mission, the Deputy Chief of Mission, and Consuls General assigned to their respective official Government residences and paid under an ORE account. All costs for coverage of ORE Staff are the responsibility of the Chief of Mission, the Deputy Chief of Mission and Consul General, not the U.S. Government.

- b. All grandfathered retired employees authorized to receive health insurance coverage provided by the U.S. Government

## C.1.5 Eligibility

### C.1.5.1 Term of Eligibility and Effective Date

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

### C.1.5.2 Periods of Ineligibility

Employees and their dependents are not entitled to health benefits during any period of employment for which premiums are not paid. Additionally, employee's dependents are not entitled to health benefits during any period of employment during which the employee was not eligible to participate.

During a period of extended Leave Without Pay (LWOP) or unpaid leave beyond one pay period, except for the periods of statutory leave in accordance with local provincial employment legislation, the employee is responsible for the full cost of the insurance premiums for self and dependents. The Mission will pay the premiums directly to the Contractor and will collect the full cost from the employee on a quarterly basis. Alternatively, the employee may elect to have coverage cease if they prefer not to pay the premium.

The periods of statutory unpaid leave are treated the same as if employee is actively at work.

## C.1.6 Brochure Requirement

C.1.6.1 The Contractor shall provide a document (brochure/pamphlet/other written document) in English language 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.1.6.2 The Contractor shall provide the document described in C.1.6.1 to the COR after the contract is awarded, not later than **30 calendar days** prior to the service commencement date indicated in the task order and in the Notice to Proceed. The Contractor shall provide additional brochures for new employees within ten (10) business days of the COR's request.

C.1.6.3 The Contractor assumes full responsibility for ensuring that the document described in C.1.6.1 accurately reflects the requirements, coverage, and contract terms 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 document contains inaccuracies, the Contractor will be notified in writing; however, failure on the part of the U.S. Government to notice any inaccuracies shall in no way limit, revise or otherwise affect the requirement under this contract for the Contractor to fully comply with all contract terms.



## SECTION D

### STATEMENT OF REQUIREMENTS LIFE INSURANCE AND DISABILITY BENEFIT SERVICES

#### D.1. GROUP LIFE INSURANCE SERVICES

The Contractor shall provide the Group Life and Disability Insurance services described herein to employees of the Government of the United States of America in Canada. The groups of employees who shall be provided this insurance are listed in C.1.4. This insurance shall be provided in accordance with Section D and the Exhibits in Section J.

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

The Government of the United States of America requires Employee Life and Disability Insurance coverage for its Locally Employed Staff as described herein.

#### D.1.1 DEATH BENEFIT

The following benefit will be paid to the participant's named beneficiaries or estate upon the death of the participant:

D.1.1.1 **Natural Death:** 18 (Eighteen) times the amount of monthly basic salary.

#### D.1.1.2 **Accidental Death and Dismemberment**

D.1.1.2.a Accidental Death: 24 (Twenty Four) times the amount of monthly basic salary.

D.1.1.2.b Accidental Dismemberment: Payments for partial or total disability will be according to the insurance company's schedule of payments (varying by type of disability). Both death and disability benefits will not be paid for the same injury, should it be fatal.

#### D.2 LONG TERM / TOTAL DISABILITY BENEFIT

D.2.1 **Active employees**, with written evidence of approved insurability, whose monthly earning are more than C\$7,500 – 67% of monthly earnings up to C\$11,500

D.2.2 **Other active employees** – 67% of monthly earnings up to C\$7,500

D.2.3 **Elimination Period** – 126 days

D.2.4 **Cost of Living Adjustment (COLA) Increase** – 1% or increase of Consumer Price Index (CPI)

### D.3 CONDITIONS, LIMITATIONS AND DEFINITIONS

D.3.1 **Conditions.** No benefits shall be payable if an employee's death or other insurance event was caused directly or indirectly by war. War shall be defined as declared or non-declared war or any martial operations or invasion, hostile acts of foreign powers, rebellion, riot, civil war, uprising, mutiny, operations by military or usurpatory authorities, martial law or state of siege or any other similar event or reason for declaring martial law or war. A terrorist attack shall not be considered war.

D.3.2 **Limitations.** No benefit shall be payable under this contract if the employee's bodily injuries have been caused directly or indirectly and totally or partially by:

D.3.2.1 Violating the law or in resisting detention or arrest.

D.3.2.2 Participation in competitions involving the use of wheeled vehicles, horses, boats or water skis.

D.3.2.3 An accident resulting from the employee being under the influence of alcohol, drugs or other toxic substance unless administered by a physician. Death as a result of a disease or physical or mental infirmities and medical or surgical treatment thereof (except pyogenic infection due to an accidental cut or wound) shall be considered a natural and not an accidental death. Suicide will not be covered.

D.3.4 Dependents are not covered.

D.3.5 Retired employees are not covered

### D.4 **Definitions.**

D.4.1 Salary: monthly salary is one-twelfth of the employee's annual basic salary, exclusive of premium pay, allowances, bonuses, or any other separate payments.

D.4.2 Currency: premiums and benefits shall be paid to employees in Canadian Dollars.

### D.5 Life Insurance Benefits Conditions and Limitations

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

#### D.5.1. Eligible Participants

To be eligible to participate in the Life and Disability Insurance Plan, LE Staff must be:

- Paid under the terms of the Local Compensation Plan (LCP); and
- Under a non-temporary direct hire appointment, personal services agreement (PSA), or personal services contract (PSC); or

- Under a temporary direct hire appointment or PSA Fixed Term of one year or more.
- Locally hired U.S. citizens employed under direct hire appointments, PSAs, and PSCs.

#### D.5.2 Location of Employment

The individuals covered by D.5.1 must be employed within the geographic boundaries of Canada.

#### D.5.3 Participants Covered Under a Rider

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

#### D.5.4 Individuals not Eligible for Coverage

Not eligible are those working under temporary appointments; those working under a PSC or PSA that is time limited to less than one year; non-personal services contract personnel and their employees, supplied by an independent contractor licensed to do business in Canada who provides services to other local organizations as well as to the U.S. Mission; employees working on an intermittent (When Actually Employed (WAE)) workweek schedule; employees of USAID institutional contractors; Peace Corps personal services contractors as indicated in MS 743; and Recreation Association employees

#### D.5.5 Term of Eligibility and Effective Date

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

#### D.5.6 Periods of Ineligibility

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

During a period of extended Leave Without Pay (LWOP) or unpaid leave beyond one pay period, except for the periods of statutory leave in accordance with local provincial employment legislation, the employee is responsible for the full cost of the insurance premiums for self and dependents. The Mission will pay the premiums directly to the Contractor and will collect the full cost from the employee on a quarterly basis. Alternatively, the employee may elect to have coverage cease if they prefer not to pay the premium.

The periods of statutory unpaid leave are treated the same as if employee is actively at work

## D.6 BROCHURE REQUIREMENT

D.6.1 The Contractor shall provide a document (brochure/pamphlet/other written document) in English language that sets forth a complete listing of the life insurance benefits to be provided under this contract. This brochure shall be provided in sufficient quantities so that each covered employee receives a copy. The Contractor shall furnish all copies of the brochures to the COR, who will ensure that appropriate distribution is made.

D.6.2 The document described in D.6.1 shall be provided to the COR not later than **30 calendar days** after date of contract award. The Contractor shall provide additional brochures for new employees within ten days of the COR's request.

D.6.3 The Contractor assumes full responsibility for ensuring that the document described in D.6.1 accurately reflects the requirements of the contract, as implemented by the Contractor's technical proposal. In all cases, the contract shall take precedence. Should the COR discover that the brochure contains inaccuracies, the Contractor will be notified in writing; however, failure on the part of the Government to notice any inaccuracies shall in no way limit, revise or otherwise affect the requirement under this contract for the Contractor to fully comply with all contract terms.

## SECTION E

### INSPECTION AND ACCEPTANCE

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

This contract incorporates one or more 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. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

#### CLAUSE      TITLE AND DATE

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

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

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

Performance Objective	PWS Paragraph	Performance Threshold
<u>Services</u> Performs all the insurance services set forth in the Performance Work Statement (PWS)	Sections C and D	All required services are performed and no more than one (1) customer complaint is received per month

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

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

E.2.3 Procedures

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

## SECTION F

### DELIVERIES OR PERFORMANCE

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

This contract incorporates one or more 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. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
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52.242-15	STOP WORK ORDER (AUG 1989)
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52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
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F.2 PERIOD OF PERFORMANCE. The performance period of this contract is one calendar year beginning on the date included the Notice to Proceed with four one-year options to renew.

#### F.3 OPTIONS

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

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

#### F.4 REPORTS AND OTHER DELIVERABLES

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

323 Coventry Road, U.S. Embassy, Box 101, Ottawa, ON, K1K 3X6, Canada

As an alternative, the contractor may deliver password-protected the information by email to the Contracting Officer Representative.

## SECTION G

### CONTRACT ADMINISTRATION DATA

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

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

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

#### G.2 COR DUTIES

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

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

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

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

G.3. Payment to shall be made in Canadian Dollars.  
U.S. Firms may receive payment in U.S. Dollars.

#### G.4 SUBMISSION OF INVOICES AND PAYMENTS

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



The Vendor Invoice shall be submitted electronically by email in English to **OttawaInvoices@state.gov**, referencing the U.S. Embassy Order Number in the “Subject:” of an email. A proper invoice shall include the following information:

- Vendor legal name and remittance address
- Vendor contact information (Name, Phone, Email)
- Task Order/Contract number
- Invoice date, invoice number, customer number (if applicable)
- Description of goods/services, quantity, price and term of performance corresponding to the contract line items (CLINS)
- Applicable taxes outlined separately
- Tax registration number
- Bill to: U.S. Embassy, Ottawa, ON

New Vendors shall submit an Electronic Funds Transfer (EFT) Registration form to: **MissionCanadaEFT@state.gov**

Incorrect Invoices will be returned to Vendor.

Payment shall be made by Electronic Funds Transfer within 30 calendar days upon acceptance of the ordered goods/services and delivery of a correct invoice.

After 30 days, direct payment status inquiries to: **MissionCanadaPMT@state.gov**

(c) Contractor Remittance Address. The Government will make payment to the contractor’s address stated on the cover page of this contract, unless a separate remittance address is shown below:

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(End of clause)

**PAYMENTS**

G.4.2. Frequency of Payments. All funds under this contract will be obligated by issuance of task orders, as described in H.3 for all non-rider coverage. Each task order will fund a specific period of time and number of employees, and the task orders will be issued at the frequency described in H.3. Contractor may submit invoices monthly for payment to be made at the beginning of the month for which insurance coverage is provided in accordance with FAR 32.404.

G.4.3. U.S. Government Employees. The Government shall make payments directly to the Contractor for all Government employees, whether or not the employee is contributing to the basic premium amount.

G.4.4 Riders: Official Residence Employees. The Chief of Mission and/or Deputy Chief of Mission, and/or Consul General, will make payments 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.5 REFUNDS TO THE GOVERNMENT

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

#### G.6 VALUE ADDED TAX

The Contractor shall include applicable Value Added Tax (HST, GST, PST, QST, Excise Tax, Etc.) as separate charges on the Invoice and as separate line items in Section B.

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

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

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

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

H.3.1. ORE Riders are not included under the task orders issued by the Contracting Officer. Because their coverage is under a rider, their employer themselves are responsible for directly interacting with the Contractor to order any coverage. When contacted, the Contractor shall advise the person of the paperwork and payment that will be necessary to order coverage for the identified individuals. The Contractor may be contacted by more than one authorized individual.

#### H.4. CONTRACTOR RESPONSIBILITY IN CLAIMS AND REIMBURSEMENT TO CLAIMANTS

General.

The Contractor shall be responsible for all planning, estimating, programming, project management, scheduling, dispatching, supervision, and inspection of work. The Contractor shall maintain his own reference library of technical reference works and local laws and regulations, including current tariffs and registries. The Contractor shall treat the information provided by the Embassy concerning employee' personal data, medical information, and salaries as highly sensitive and not divulge any employee information to unauthorized persons. The Contractor shall establish procedures for handling medical insurance claims as follows:

(a) Administrative Records

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

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

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

(4) The Contractor shall send employee claim reimbursement checks or Electronic Funds Transfer (EFT) to employees' bank account in Canada not later than two weeks after a claim is submitted.

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

(1) All medical claims shall be submitted directly to the Contractor by employees or by the medical service providers on the employee behalf.

(2) The Contractor shall date stamp and screen all claims submitted on the day of receipt. If there are any missing documents or information thereby disallowing said claim to be payable, the Contractor shall notify the employee within three business days.

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

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

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

H.5. REPORTING REQUIREMENTS. The Contractor shall provide the following monthly report. The report shall be received by the COR no later than the 10th day of each month. The report shall report on the previous month's activities.

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

#### H.6. MISCELLANEOUS CONTRACTOR REQUIREMENTS

H.6.1. General. The Contractor shall take all such steps as are necessary, and obtain and pay for all permits, taxes and fees as are required by Canadian 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 Canadian government, if required by law, will be the sole responsibility of the Contractor, and any fees, taxes, or other duties shall be payable by the Contractor without recourse to the Government of the amounts thereof.

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

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

H.8 REQUIRING ACTIVITY. The requiring activity under this contract is the U.S. Diplomatic Mission to Canada.

H.9 ONLINE RESOURCES REQUIREMENTS. The Contractor is required to make the following resources available:

- (a) On-line tools available to the policyholder to administer the group plan and obtain information (e.g., plan changes, billing, reporting, forms, booklets, invoices, etc.);
- (b) On-line tools available to employees to obtain claims information (e.g., submit claims, view claims information/history, access booklet and coverage card, update personal information, complete a wellness assessment, etc.);
- (c) Communication information available to the policyholder (e.g. legislative changes, benefit trends, fraud prevention, health and wellness, cost-saving tools, new services and products, and other subjects.)
- (d) Communication/education available to employees (e.g. the impact of legislative changes on their coverage, changes in claims and administrative processes, fraud prevention, managing plan costs, managing their health and other benefit and wellness topics.)
- (e) Customer service available to the policyholder and employees (e.g., toll-free, on-line, bilingual, from coast to coast from experienced and courteous staff).

**H.10 ACCOUNT MANAGEMENT TEAM REQUIREMENTS.** The Contractor is required to provide the insurance carrier's dedicated account management team, which must be knowledgeable about all general areas of benefits, as well as have in-depth knowledge of the claims adjudication process, and be capable of providing support regarding administrative/contractual issues and enquiries. At a minimum, the account management team shall include:

- (a) A dedicated account executive in Ottawa, Ontario and an alternate service representative, experienced with similar size, industry clients, as well as the number of clients being managed.
- (b) A dedicated invoicing/payment representative, capable of configuring contract rates in the Contractor's invoicing system and processing corrections to invoices, if necessary.
- (c) A representative or a call center resource(s) available to provide remote assistance to Embassy account administrators and end-users of benefits to learn and be able to use the online resources available to policy holder.

**H.11 DISABILITY CLAIMS MANAGEMENT REQUIREMENTS.** Disability claims management and rehabilitation activity are critical to help control the cost of a Long-Term Disability benefit program. The service provider should detail its approach with respect to:

- Disability claims management
- Vocational rehabilitation management
- Size and type of caseload assigned to each disability case administrator and rehabilitation specialist
- Training and experience of the disability team
- Experience and qualification of personnel on the medical consultant board
- Internal audits process
- Claims approval process
- Early intervention and support services
- Support for mental health claims
- Return to work planning
- Communication with policyholder
- Support and costs related to early intervention disability management for plans without short-term disability coverage (e.g., advice-to-pay service, such as Early Referral Services (ERS) and At Work Services (AWS), and similar)
- Support and related costs for employees at work with performance or behavioural issues that impact productivity or relationships with co-workers

**H.12 EXTENDED HEALTH CARE AND DENTAL CLAIMS MANAGEMENT.** The service provider is required to provide a claims management system that allow plan members to submit claims, review coverage and help to find a health care provider, cost information and their rating.

The service provider is required to implement measures mitigating abuse and fraudulent activities to ensure a long-term sustainability of the insurance plan. A detailed and dynamic abuse and fraud prevention program, staffed by experienced analysts, is required for the policyholder and its employees under this contract.

H.13 SERVICE STANDARDS. Service providers shall be included in an addendum to the contract, specifying turn-around time in days for following types of actions:

- Respond to employee and policyholder claim enquiries
- Respond to employee and policyholder administrative enquiries
- Process Extended Health, Dental and Long-Term Disability claims

A comprehensive set of quantifiable and specific service standards shall be included in the addendum to the contract and be met for the duration of this contract.

H.14 CONTRACT IMPLEMENTATION. The provider is required to clearly explain contract implementation stages including mobilization activities, transition process and service commencement. **All plan implementation activities shall be priced as separate non-recurring contract line item without being incorporated into the Base Year premiums and with no impact on the Option Year pricing.** The contract implementation outline shall identify potential risks affecting the plan transition and the provider's solution to mitigate the impact of these risks.

H.15 UNDERWRITING METHOD. Group insurance pricing is influenced by the underwriting method or level of risk shared by the policyholder and the insurance provider. Various financial arrangements are available in the insurance industry, each resulting in a different level of risk for the parties concerned. The service provider is required to provide an outline of the proposed underwriting method and may submit more than one proposal based on alternate underwriting methodologies. The service provider shall indicate the underwriting method which will be used for each of the segments of the insurance coverage.

H.16 PREMIUM RATE GUARANTEE. Service provider may submit an additional proposal based on rates guaranteed for a period greater than one year, eliminating the need for the Economic Price Adjustment. The insurer may also limit the Economic Price Adjustment to a pre-determined maximum.

H.17 THE "POOL". One of the factors which may be affecting insurance rates is the "pool" in which the policy holders are contained. The service provider is required to describe the pool of coverage in which members will be contained, and a description of alternatives, which could be entertained.

## SECTION I

### CONTRACT CLAUSES

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

This contract incorporates one or more 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. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)

- (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)



(a) *Definitions.*

*Kickback*, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

*Person*, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

*Prime contract*, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

*Prime Contractor* as used in this clause, means a person who has entered into a prime contract with the United States.

*Prime Contractor employee*, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

*Subcontract*, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

*Subcontractor*, as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

*Subcontractor employee*, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from-

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime

Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c)(5) but excepting paragraph (c)(1) of this clause, in all subcontracts under this contract that exceed the threshold specified in Federal Acquisition Regulation 3.502-2(i) on the date of subcontract award.

(End of clause)

- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS (JUN 2020)

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

*Agent* means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

*Full cooperation-*

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from-

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

*United States*, means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct*.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall-

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) *The Contractor shall-*

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)

(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including-

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
- 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.204-9 PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- 52.204-18 COMMERCIAL LAND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

- 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)
- 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments-

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by-

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor’s record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated

information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.210-1 MARKET RESEARCH (JUN 2020)

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

*Commercial item* and “nondevelopmental item” have the meaning contained in Federal Acquisition Regulation (FAR) 2.101.

(b) Before awarding subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, for items other than commercial items, the Contractor shall conduct market research to—

(1) Determine if commercial items or, to the extent commercial items suitable to meet the agency’s needs are not available, nondevelopmental items are available that—

(i) Meet the agency’s requirements;

(ii) Could be modified to meet the agency’s requirements; or

(iii) Could meet the agency’s requirements if those requirements were modified to a reasonable extent; and

(2) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

(End of clause)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 2020)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)

52.222-50 COMBATTING TRAFFICKING IN PERSONS (MAR 2015)

- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
- 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-2 PRIVACY ACT (APR 1984)
- 52.224-3 PRIVACY TRAINING (JAN 2017)
- 52.225-5 TRADE AGREEMENTS (AUG 2018)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-4 WORKERS' COMPENSATION AND WAR – HAZARDS INSURANCE (APR 1984)
- 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-6 TAXES - FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-17 INTEREST (OCT 2010)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
- 52.232-25 PROMPT PAYMENT (JAN 2017)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)



- 52.233-1 DISPUTES (MAY 2014) Alternate I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.242-13 BANKRUPTCY (JULY 1995)
- 52.243-1 CHANGES (AUG 1987) – ALTERNATE I (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019)
- 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)
- 52.246-26 REPORTING NONFORMING ITEMS (DEC 2019)
- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APRIL 2012)
- 52.249-8 DEFAULT - FIXED PRICE SUPPLY AND SERVICE (APR 1984)

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

52.216-18 ORDERING (AUG 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered “issued” when –
  - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
  - (2) If sent by fax, the Government transmits the order to the Contractor’s fax number; or
  - (3) If sent electronically, the Government either –
    - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

- (ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than CAD **\$100**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of  
**CAD \$13,300,000 (USD \$10,500,000);**

(2) Any order for a combination of items in excess of  
**CAD \$13,300,000 (USD \$10,500,000),** or;

(3) A series of orders from the same ordering office within **1,825** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

(End of clause)

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

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

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

Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

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

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

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

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

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

(End of clause)

#### 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (JUN 2020)

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

*Foreign person* means any person other than a United States person.

*United States person*, as defined in 26 U.S.C. 7701(a)(30), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31));

and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet **at *www.irs.gov/w14***.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

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

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

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

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

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

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

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

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

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: **CAD \$1,000,000.**

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

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

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

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

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

### I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR)

The following DOSAR clauses are provided in full text:

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

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

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

(End of clause)

#### CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

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

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

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

(End of clause)

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

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

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;



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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

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

January 01	New Year's Day	US/CAN
January 02	Day After New Year's Day (Quebec Only)	CAN
Third Monday in January	Martin Luther King, Jr. Day	US
Second Monday in February	Family Day (BC only)	CAN
Third Monday in February	George Washington's Birthday (Family Day in AB, ON, SK and NB, Heritage Day in NS)	US/CAN
Date varies	Good Friday	CAN
Date varies	Easter Monday	CAN
Monday preceding May 25	Victoria Day	CAN
Last Monday in May	Memorial Day	US
June 24	Quebec National Day (Montreal/Quebec City only)	CAN
July 1	Canada Day	CAN
July 4	Independence Day	US
First Monday in August	Civic Holiday in ON, BC, MB (Natal Day in NS, Heritage Day in AB)	CAN
First Monday in September	Labor Day	US/CAN
Second Monday in October	Columbus Day/Canadian Thanksgiving	US/CAN
November 11	Veteran's Day/ Remembrance Day	US/CAN
Fourth Thursday in November	Thanksgiving Day	US
December 25	Christmas Day	US
December 26	Boxing Day	CAN

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

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday 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. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock

requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

(End of clause)

#### 652.243-70 NOTICES (AUG 1999)

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

(End of clause)

**SECTION J**

**LIST OF EXHIBITS / ATTACHMENTS**

**EXHIBIT A – EMPLOYEE STATISTICS**

**E.A.1 EMPLOYEES BY GENDER WITHIN AGE RANGES**

<b>FEMALE</b>		<b>MALE</b>	
<b>Age (years)</b>	<b>Number</b>	<b>Age (years)</b>	<b>Number</b>
20-34	33	20-34	29
35-45	69	35-45	43
46-55	42	46-55	49
56-60	20	56-60	27
61+	28	61+	18
<b>TOTAL</b>	<b>192</b>	<b>TOTAL</b>	<b>166</b>

**E.A.2 EMPLOYEE SPOUSES BY GENDER WITHIN AGE RANGES**

<b>FEMALE</b>		<b>MALE</b>	
<b>Age (years)</b>	<b>Number</b>	<b>Age (years)</b>	<b>Number</b>
20-34	16	20-34	12
35-45	26	35-45	25
46-55	39	46-55	32
56-65	23	56-65	25
66+	4	66+	12
<b>TOTAL</b>	<b>108</b>	<b>TOTAL</b>	<b>106</b>

**E.A.3 DEPENDENT CHILDREN BY GENDER WITHIN AGE RANGES**

<b>FEMALE</b>		<b>MALE</b>	
<b>Age (years)</b>	<b>Number</b>	<b>Age (years)</b>	<b>Number</b>
0-10	41	0-10	32
11-18	54	11-18	58
19-25 (if full-time student)	37	19-25 (if full-time student)	31
<b>TOTAL</b>	<b>132</b>	<b>TOTAL</b>	<b>121</b>

**E.A.4 – CLAIMS PAID OUT TO EMPLOYEES FOR THE PAST 3 YEARS (MED ONLY).**

<b>Year</b>	<b>Total CAD\$</b>
7/1/2017 – 6/30/2018	748,260.26
7/1/2018 – 6/30/2019	750,373.94
7/1/2019 – 6/30/2020	693,840.86

EXHIBIT B – RIDER STATISTICS: ORE EMPLOYEES AND EARLY RETIREES

E.B.1 EMPLOYEES BY GENDER WITHIN AGE RANGES

<b>ORE</b>			
<b>FEMALE</b>		<b>MALE</b>	
<b>Age (years)</b>	<b>Number</b>	<b>Age (years)</b>	<b>Number</b>
20-34	0	20-34	0
35-45	1	35-45	2
46-55	5	46-55	3
56-60	1	56-60	0
61+	1	61+	1
<b>TOTAL</b>	<b>8</b>	<b>TOTAL</b>	<b>6</b>

<b>EARLY RETIREES</b>			
<b>FEMALE</b>		<b>MALE</b>	
<b>Age (years)</b>	<b>Number</b>	<b>Age (years)</b>	<b>Number</b>
20-34	0	20-34	0
35-45	0	35-45	0
46-55	0	46-55	0
56-60	6	56-60	0
61+	11	61+	1
<b>TOTAL</b>	<b>17</b>	<b>TOTAL</b>	<b>1</b>

E.B.2 EMPLOYEE SPOUSES BY GENDER WITHIN AGE RANGES

<b>ORE</b>			
<b>FEMALE</b>		<b>MALE</b>	
<b>Age (years)</b>	<b>Number</b>	<b>Age (years)</b>	<b>Number</b>
20-34	1	20-34	0
35-45	0	35-45	0
46-55	2	46-55	1
56-65	1	56-65	3
66+	0	66+	0
<b>TOTAL</b>	<b>4</b>	<b>TOTAL</b>	<b>4</b>

<b>EARLY RETIREES</b>			
<b>FEMALE</b>		<b>MALE</b>	
<b>Age (years)</b>	<b>Number</b>	<b>Age (years)</b>	<b>Number</b>
20-34	0	20-34	0
35-45	0	35-45	0
46-55	0	46-55	0
56-65	1	56-65	9
66+	0	66+	2
<b>TOTAL</b>	<b>1</b>	<b>TOTAL</b>	<b>11</b>

E.B.3 DEPENDENT CHILDREN BY GENDER WITHIN AGE RANGES

<b>ORE</b>			
<b>FEMALE</b>		<b>MALE</b>	
<b>Age (years)</b>	<b>Number</b>	<b>Age (years)</b>	<b>Number</b>
0-10	0	0-10	0
11-18	2	11-18	1
19-25 (if full-time student)	1	19-25 (if full-time student)	1
<b>TOTAL</b>	<b>3</b>	<b>TOTAL</b>	<b>2</b>

<b>EARLY RETIREES</b>			
<b>FEMALE</b>		<b>MALE</b>	
<b>Age (years)</b>	<b>Number</b>	<b>Age (years)</b>	<b>Number</b>
0-10	0	0-10	0
11-18	0	11-18	1
19-25 (if full-time student)	1	19-25 (if full-time student)	0
<b>TOTAL</b>	<b>1</b>	<b>TOTAL</b>	<b>1</b>

E.B.4 CLAIMS PAID OUT TO RIDERS FOR THE PAST 3 YEARS (MEDICAL ONLY).

<b>Year</b>	<b>ORE</b>	<b>EARLY RETIREE</b>
7/1/2017 – 6/30/2018	CAD\$ 33,060.43	CAD\$ 26,389.55
7/1/2018 – 6/30/2019	CAD\$ 29,227.60	CAD\$ 36,769.59
7/1/2019 – 6/30/2020	CAD\$ 18,389.24	CAD\$ 47,413.02



**EXHIBIT C – EMPLOYEE STATISTICS BY CATEGORY**

<b>Category</b>	<b>Employee</b>	<b>Rider - OREs</b>	<b>Rider- Early Retirees</b>	<b>Total</b>
SELF ONLY	81	5	6	92
SELF PLUS ONE	92	6	10	108
FAMILY	133	3	2	138
TOTAL	306	14	18	

**DISCLAIMER:**

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

EXHIBIT D: ECONOMIC PRICE ADJUSTMENT METHODOLOGIES

The Offeror is required to use this space to provide the Economic Price Adjustment (EPA) Methodology for each contract line item included in section B. Additional pages may be included.

## SECTION K

### REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

- (a) The offeror certifies that
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered:
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not submit an offer for the purpose of restricting competition.

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

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3)

above \_\_\_\_\_

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

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

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

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

(End of provision)

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

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

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

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

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

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

(End of provision)

K.3 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS – REPRESENTATION (JAN 2017)

K.4. 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.5 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN— CERTIFICATION (AUG 2009)

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

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

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

(1) Are conducted under contract directly and exclusively with the regional Government of Southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

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

(End of provision)

K.6 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

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

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

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

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

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

(i)  Paragraph (d) applies.

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

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.



(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

*[Contracting Officer checked as appropriate.]*

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

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

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

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by

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

FAR Clause #	Title	Date	Change

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

(End of provision)

**K.7 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that --
  - (i) The Offeror and/or any of its Principals --
    - (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and
    - (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
    - (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
  - (I) Federal taxes are considered delinquent if both of the following criteria apply:
    - (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) 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) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

K.8. 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS – CERTIFICATION (JUN 2018)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) *Certification.* [Offeror shall check either (1) or (2).]

\_\_\_\_\_ (1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; or

\_\_\_\_\_ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there.

Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

- (3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.
- (4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto:NDAA1290Cert@state.gov). To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.
- (d) Do not submit an offer unless—
- (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
- (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has—
- (i) Waived application under U.S.C. 2593e(d) or (e); or
- (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).
- (e) *Remedies*. The certification in paragraph (b)(1) 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 submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.
- (End of provision)

**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:	
Phone Number:	

The following DOSAR provisions are provided in full text:

**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.  
(End of provision)

K.11 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that.

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

(End of provision)

K.12 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SUEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.



(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered

telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

#### K.13 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with

the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It  is  is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14  a full exemption, or  partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.**

(End of provision)

K.14 The following provision is incorporated by reference:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS (JUN 2020)

## SECTION L

### INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

The Offeror shall submit a completed IRS Form W-14, found at [www.irs.gov/w14](http://www.irs.gov/w14), to ensure compliance with FAR 52.229-11;

#### L.1. SUBMISSION OF OFFERS

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

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

<b>Volume</b>	<b>Title</b>	<b>Number of Copies</b>
1	Executed Standard Form 33, Solicitation Offer and Award, and completed Section K: Representations, Certifications, and other Addenda, Exhibits and Statements of Offerors	2
2	Price Proposal and completed Section B: Contract Type, Pricing and Economic Price Adjustments	2
3	Technical Proposal containing all technical factors and sub-factors	2
4	Digital PDF copy of proposal and supporting information	2

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

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

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

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

(a) Price proposal for the base year;

(b) Price proposal for the option years;  
however, a price proposal for an option year with no proposal for the base year will not be considered, nor will a proposal for a base period which does not include a proposal for all option periods.

Section L.4.3. Volume 3, Technical Proposal, Instructions to Offerors.

The technical proposal must be submitted in five separate parts as described below.

**Part 1, Medical Insurance Services:**

Section C defines the required minimum benefits and corresponding coverages. These are the minimally acceptable levels of coverage. If offerors' proposals include additional benefits or higher coverages than the required minimums this is acceptable. Evaluation of technical acceptability will be based on stated minimums. For each benefit listed, proposals must clearly state its coverage. Any proposal that reduces a benefit definition or offers lower than the minimum required coverage may be determined technically unacceptable. The resultant contract will contain the actual proposed coverages or increased benefit offerings if they exceed the solicitation's minimum requirements.

**Part 2, Life Insurance and Disability Benefit:**

Section D defines the required benefit levels and insurance coverages. Evaluations will be based on meeting the stated levels of coverage. For each benefit listed, proposals must clearly state its coverage. Any proposal that doesn't meet stated requirements may be determined technically unacceptable.

**Submission of multiple proposals** - If an offeror has multiple plans available and wants to propose them, a separate proposal with its respective prices must be submitted individually for each.

**Suggested format** – It's the offeror's responsibility to ensure their proposal is clear and meets all requirements. An example of an acceptable format for Part 1 is to submit a table that lists the Section C benefit definitions in one column and in the adjoining column list the proposed coverage.

**Part 3, Understanding of the Requirement:**

Part 3 requires the offeror to demonstrate it understands the solicitation requirements and has an acceptable approach to managing the contract. This may be shown through corporate literature, medical plan brochures, reports, surveys and other narrative descriptions of its internal systems. Proposals must provide clear and adequate responses to each of the following criterion:

1. Describe the offeror's knowledge, history, and familiarity in providing health insurance to groups of employees.
2. Describe overall management approach to provide the required services.
3. Provide the resume/CV of the person who will be responsible for managing this contract, and who will be the first point-of-contact for the Embassy. This person shall be able to

acceptably communicate all matters related to this contract in English; and have a minimum of two years' experience in the local or international insurance industry with customers having similar requirements to include magnitude of personnel.

4. Describe the pool(s) of coverage the offeror uses to administer its insurance; which pool of coverage the employees under this requirement will be contained, and what percentage of that pool they would represent.
5. Provide results of the offeror's most recent two audits and/or annual reports with clear summaries of financial performance that show the business is operating profitably.
6. Provide the quality assurance plan the offeror will use under this contract. This plan should describe the: schedule of regular internal meetings to discuss issues and performance; schedule of monthly or quarterly surveys and/or communications via email to customers to solicit feedback on performance and discuss issues; and schedule of quarterly or semi-annual plans to review performance and discuss issues with Embassy officials.
7. Describe how, and at what monetary level, the offeror will maintain an adequate reserve level to pay claims.
8. Describe how the offeror will provide the Embassy regular monthly reports on claims submission, processing times, claim expenditures, and other matters important to good overall management of the contract (see H.5).
9. Describe the offeror's claims workflow system and timeframes at each processing point to fully process claims (from initial receipt to final settlement).
10. Describe the offeror's customer service system and mechanism for receiving and promptly addressing customer inquiries and complaints.
11. Provide the most recent results of customer satisfaction surveys, if available.

#### **Part 4, Experience and Past Performance:**

The offeror must list contracts and subcontracts it has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

1. Current or previous customer's organization name, address, email address, and telephone number for whom similar insurance and services were provided.
2. Identifying contract number, when (period of performance), and where the insurance was provided.
3. Type of insurance provided and range of population covered, as well as total dollar amount.

4. Brief description of and comparability to the work required under this solicitation.
5. Brief description of any performance problems and how they were resolved.

**Part 5, Licensing Information:**

The offeror shall include a notarized copy of the most current license/certificate/-accreditation, which demonstrates that the offeror is licensed/certified/accredited or otherwise authorized by the Government of Canada 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 Canada it must demonstrate that it is licensed/certified/accredited by a government other than Canadian to provide health insurance for persons in Canada and must demonstrate its capacity to provide health benefits in Canada 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 Canada or its agents.

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

L.4.3.3. Profit Sharing Credit

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

L.4.3.4 Employee Pool

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

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

This solicitation incorporates one or more solicitation 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. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference:

PROVISION    TITLE AND DATE

52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2017)

L.6    SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

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

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

L.6.2    ECONOMIC PRICE ADJUSTMENT

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

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

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

(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.6.4 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

- (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
- (2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that-

- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and
- (2) After having conducted due diligence, either-
  - (i) To the best of the Offeror’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
  - (ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

L.6.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than \$10,000,000* means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

(a) The Department of State’s Advocate for Competition 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 first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto:cat@state.gov).

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. 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) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520. (End of provision)

L.8. PRE-PROPOSAL CONFERENCE

L.8.1. Due to the COVID-19 access restrictions, pre-proposal consultation sessions will be scheduled by the Government during period of **December 14 through December 17, 2020**. Offerors interested in attendance should contact the following individual to request date and time for consultations **prior to December 10, 2020**:

Name: Vincent Lemesheff
E-mail: <a href="mailto:ContactsOttawa@state.gov">ContactsOttawa@state.gov</a>
Telephone Number: 613-218-1743

All questions must be submitted by prospective offerors in writing. Answers to questions will be published on <https://beta.sam.gov/> and on the U.S. Embassy internet site at the following URL: <https://ca.usembassy.gov/embassy-consulates/ottawa/procurement/>

L.8.2. **Offerors are encouraged to submit written questions** at least three days before the scheduled pre-proposal conference date by email at **ContractsOttawa@state.gov**, referencing the RFP number in the Subject field.

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

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

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

## L.9 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past **three** 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 non-responsible.

## SECTION M

### EVALUATION FACTORS FOR AWARD

#### M.1. EVALUATION OF PROPOSALS

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

#### M.2. OVERALL EVALUATION

Proposals will be evaluated in two phases: a technical evaluation to determine the acceptability of the offer to the solicitation technical requirements; and a price evaluation to determine the total evaluated price proposed by each offeror. The "total evaluated price" is the cumulative total of the base year insurance plus all option years for the total estimated quantity specified in Section B. The "total evaluated price" will not include any Rider pricing.

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

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Availability of on-line tools to the policy holder to administer the group plan and obtain information (e.g., plan changes, billing, reporting, booklets, contract, etc.);
- Availability of on-line tools to employees to obtain claims information (e.g., submit claims, view claims information/history, access booklet and coverage card, update personal information, complete a wellness assessment, etc.);
- Availability of information to the policyholder regarding legislative changes, benefit trends, fraud prevention, health and wellness, cost-saving tools, new services and products, and other subjects.
- Availability of communication/education to employees regarding the impact of legislative changes on their coverage, changes in claims and administrative processes, fraud prevention, managing plan costs, managing their health and other benefit and wellness topics.
- Availability of customer service to the policyholder and employees (e.g., toll-free, on-line, bilingual, from coast to coast from experienced and courteous staff).
- Approach to Disability Claims Management

- Approach to Extended Health Care and Dental Claims Management
- Quality of Service Standards
- Reference check results
- Availability of Account Management Team
- Contract implementation plan
- Plan administration format
- Economic Price Adjustment Methodology
- Underwriting Methods
- Pooling Arrangements

### M.3. AWARD SELECTION

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

#### M.3.2. Profit Sharing Credit Plan

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

### M.4. FIXED PRICES

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

### M.5. TECHNICAL EVALUATION

Offers will be evaluated based on:

(i) Meeting each of the individual mandatory requirements/minimums for health insurance coverage specified in Section C through H and submitting an acceptable management approach (Part 2 under L.4.3) indicating how vendor will administer the plan and demonstrate an understanding, knowledge and familiarity of the requirements. The Government may reject, as technically, unacceptable proposals that:

(a) Fail to provide at least the minimum reimbursement levels for each benefit required by the solicitation; or

(b) Fail to demonstrate how solicitation requirements will be met.

(ii) The demonstration that the offeror is licensed/certified/accredited or otherwise authorized by the Government of Canada 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 Canada, 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 Canada and must demonstrate its capacity to provide health benefits in Canada to meet the minimum requirements and other conditions set forth in this solicitation; and,

- (iii) Acceptable relevant Experience and Past Performance; and
- (iv) Meet all other terms and conditions set forth in this solicitation.

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

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

M.7. PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will order the estimated quantities shown in Section B – SERVICES AND PRICES, of this solicitation. The price evaluation will not include the price of any riders.

M.8. SEPARATE CHARGES

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

M.9 AWARD WITHOUT DISCUSSIONS

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