

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS FOR COMPREHENSIVE- AND THIRD PARTY LIABILITY INSURANCE ON GOVERNMENT OWNED VEHICLES.

B.1. VEHICLE INSURANCE SERVICES

The Contractor shall provide insurance coverage and management of the related services for all the U.S. Government owned official vehicles located in Embassy of the United states of America, Windhoek, Center for Disease Control & Prevention.

B.2 TYPE OF CONTRACT

This is a fixed price type contract with an economic price adjustment.

B.3. PRICES/PREMIUMS

Version B

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

B.3.2 Contractor's premiums shall include all costs including personnel, administration, management, labor, transportation, overhead and profit. All premiums shall be in local currency, Namibian Dollars.

B.3.3. **Premiums - Base Period:** The Contractor shall provide the services for the premiums shown below for the base period of the contract, starting on the start date in the Notice to Proceed and continuing for a period of 12 months.

B.3.3.1 Comprehensive ("A") Insurance and **Third Party Liability Insurance – Bodily Injury ("A" and "B" Contract Line Items).**

Item no.	Model Type	Year	Serial No.	Plate No.	HP*	Annual Premium
A001	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	
B001	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	
A002	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	

B002	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	
A003	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	
B003	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	
A004	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
B004	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
A005	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	
B005	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	
A006	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
B006	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
A007	Toyota Prado VX SUV	2016		021CD115N	4.0 V6	
B007	Toyota Prado VX SUV	2016		021CD116N	4.0 V6	
A008	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14- Seater	
B008	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14- Seater	
A009	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	
B009	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	

Total Annual Premium:	

*HP – horsepower

Total Annual Premium _____

B.3.3.2 Third Party Liability Insurance – Property Damage (“P” Contract Line Items)

Item no.	Model Type	Year	Serial No.	Plate No.	HP*	Annual Premium
P001	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	
P002	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	
P003	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	
P004	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
P005	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	
P006	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
P007	Toyota Prado VX SUV	2016		012CD115N	4.0 V6	
P008	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14-Seater	
P009	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	
Total Annual Premium:						
Grand Total Base Period Premiums:						

B.4 Premiums – Option Year One: The Contractor shall provide the services for the premiums shown below for Option Year One of the contract, starting one year after start date in the Notice to Proceed and continuing for a period of 12 months.

B.4.1 Third Party Liability Insurance – Bodily Injury (“B” Contract Line Items)

Item no.	Model Type	Year	Serial No.	Plate No.	HP*	Annual Premium
A101	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	
B101	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	
A102	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	
B102	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	
A103	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	
B103	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	
A104	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
B104	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
A105	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	
B105	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	
A106	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
B106	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
A107	Toyota Prado VX SUV	2016		021CD115N	4.0 V6	
B107	Toyota Prado VX SUV	2016		021CD116N	4.0 V6	

A108	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14-Seater	
B108	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14-Seater	
A109	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	
B109	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	
Total Annual Premium:						

B.4.2 Third Party Liability Insurance – Property Damage (“P” Contract Line Items)

Item no.	Model Type	Year	Serial No.	Plate No.	HP*	Annual Premium
P101	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	
P102	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	
P103	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	
P104	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
P105	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	
P106	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
P107	Toyota Prado VX SUV	2016		012CD115N	4.0 V6	

P108	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14- Seater	
P109	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	
Total Annual Premium:						
Grand Total Option Year One Premiums:						

B.4.3 Premiums – Option Year Two: The Contractor shall provide the services for the premiums shown below for Option Year Two of the contract, starting two years after year after start date in the Notice to Proceed and continuing for a period of 12 months.

B.4.3.1 Third Party Liability Insurance – Bodily Injury (“B” Contract Line Items)

Item no.	Model Type	Year	Serial No.	Plate No.	HP*	Annual Premium
A201	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	
B202	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	
A202	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	
B202	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	
A203	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	
B203	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	
A204	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
B204	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
A205	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	

B205	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	
A206	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
B206	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
A207	Toyota Prado VX SUV	2016		021CD115N	4.0 V6	
B207	Toyota Prado VX SUV	2016		021CD116N	4.0 V6	
A208	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14-Seater	
B208	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14-Seater	
A209	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	
B209	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	
Total Annual Premium:						

B.4.3.2 Third Party Liability Insurance – Property Damage (“P” Contract Line Items)

Item no.	Model Type	Year	Serial No.	Plate No.	HP*	Annual Premium
P201	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	
P202	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	
P203	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	

P204	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
P205	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	
P206	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
P207	Toyota Prado VX SUV	2016		012CD115N	4.0 V6	
P208	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14- Seater	
P209	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	
Total Annual Premium:						
Grand Total Option Year Two Premiums:						

B.5 Premiums – Option Year Three: The Contractor shall provide the services for the premiums shown below for Option Year Three of the contract, starting three years after year after start date in the Notice to Proceed and continuing for a period of 12 months.

B.5.1 Third Party Liability Insurance – Bodily Injury (“B” Contract Line Items)

Item no.	Model Type	Year	Serial No.	Plate No.	HP*	Annual Premium
A301	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	
B301	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	
A302	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	
B302	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	
A303	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	

B303	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	
A304	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
B304	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
A305	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	
B305	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	
A306	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
B306	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
A307	Toyota Prado VX SUV	2016		021CD115N	4.0 V6	
B307	Toyota Prado VX SUV	2016		021CD116N	4.0 V6	
A308	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14- Seater	
B308	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14- Seater	
A309	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	
B309	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	
Total Annual Premium:						

B.5.2 Third Party Liability Insurance – Property Damage (“P” Contract Line Items)

Item no.	Model Type	Year	Serial No.	Plate No.	HP*	Annual Premium
P301	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	
P302	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	
P303	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	
P304	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
P305	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	
P306	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
P307	Toyota Prado VX SUV	2016		012CD115N	4.0 V6	
P308	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14-Seater	
P309	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	
Total Annual Premium:						
Grand Total Option Year Three Premiums:						

B.6 Premiums – Option Year Four: The Contractor shall provide the services for the premiums shown below for Option Year Four of the contract, starting four years after year after start date in the Notice to Proceed and continuing for a period of 12 months.

B.6.1 Third Party Liability Insurance – Bodily Injury (“B” Contract Line Items)

Item no.	Model Type	Year	Serial No.	Plate No.	HP*	Annual Premium
A401	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	

B401	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	
A402	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	
B402	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	
A403	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	
B403	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	
A404	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
B404	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
A405	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	
B405	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	
A406	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
B406	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
A407	Toyota Prado VX SUV	2016		021CD115N	4.0 V6	
B407	Toyota Prado VX SUV	2016		021CD116N	4.0 V6	
A408	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14-Seater	
B408	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14-Seater	

A409	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	
B409	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	
Total Annual Premium:						

B.6.2 Third Party Liability Insurance – Property Damage (“P” Contract Line Items)

Item no.	Model Type	Year	Serial No.	Plate No.	HP*	Annual Premium
P401	Toyota Prado VX SUV	2013		021CD58N	4.0 V6	
P402	Toyota Prado VX SUV	2013		021CD59N	4.0 V6	
P403	Toyota Prado VX SUV	2014		021CD68N	4.0 V6	
P404	Ford Ranger 3.2 D/Cab	2018		021CD69N	3.2 TDCi 4x4	
P405	Toyota Prado VX SUV	2015		021CD77N	4.0 V6	
P406	Toyota Prado VX SUV	2016		021CD114N	4.0 V6	
P407	Toyota Prado VX SUV	2016		012CD115N	4.0 V6	

P408	Toyota Quantum 2.7 Combi	2016		021CD116N	2.7 14- Seater	
P409	Toyota Prado VX SUV	2019		021CD78N	4.0 V6	
Total Annual Premium:						
Grand Total Option Year Four Premiums:						
Grand Total Base and All Option Period Premiums:						

B.7 PARTIAL ANNUAL PREMIUMS

B.7.1 Semi-Annual Premiums. Payments shall be made semi-annually, as further addressed in G.2.4. The semi-annual premium shall be computed by dividing the annual premiums by twelve.

B.7.2 Premiums for Vehicles Added or Removed During Period of Performance

B.7.2.1 Monthly Premiums. Premiums for vehicles added or deleted shall be computed on a monthly basis. Monthly premiums shall be computed by dividing the annual premiums by twelve.

B.7.2.2 Vehicles and Type of Insurance Coverage Added. Premiums for vehicles added to this contract or for which types of coverage are increased under this contract shall commence on the first day of the month in which the coverage is effective.

B.7.2.3 Vehicles and Type of Insurance Coverage Removed. Premiums for vehicles removed from coverage under this contract or for which types of coverage are deleted from this contract shall be paid through the last day of the month in which the vehicle or coverage is dropped.

B.8 ADMINISTRATIVE RETENTION AMOUNTS

B.8.1 If the Contractor requests a price adjustment under B.6 below, the Contractor must present cost experience data that includes the retention amount. For purposes of any economic price adjustment, this retention amount is a fixed amount that is a part of the premium amounts in B.3. 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.

B.8.2 sets forth the retention amounts per premium paid for each category of premium and for each period of performance.

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

B.8.3 Retention Amounts per separate premium paid for Comprehensive- and Third Party Liability Insurance.

Period of Performance	Bodily Injury	Property Damage
Base Period		
Option Year 1		
Option Year 2		
Option Year 3		
Option Year 4		

B.9 ECONOMIC PRICE ADJUSTMENT

B.9.1 Premiums may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract. No adjustment will be allowed during the first 12x months of the contract. After such time, the Contractor or the Government may request an adjustment in premiums on an annual basis. Before any such adjustment is made, the Contractor agrees to provide the Government a balance sheet showing receipts (premiums received), payments (claims paid), the retention amount paid to the Contractor, and the difference between amounts received and paid. The Government reserves the right to have an independent third party review the balance sheet and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

B.9.2 The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the Contractor to perform this contract at the contracted rate. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the premium rate. The Contractor agrees to provide all documentation necessary to support any requested adjustment.

SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1. GENERAL

C.1.1 The U.S. Embassy, Windhoek, Namibia requires vehicle insurance coverage of all the Center for Disease Control & Prevention official vehicles. The specific coverage under this contract is set forth in Section C and the Attachments in Section J.

C.1.2 Definitions

FMC - Financial Management Center or the paying office

COR - Contracting Officer's Representative.

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

C.2. COMPREHENSIVE- AND THIRD PARTY INSURANCE COVERAGE

The Contractor shall provide comprehensive- and third party liability insurance coverage for all the Center for Disease Control & Prevention Office's government owned vehicles listed in Section B. This insurance shall include:

	<u>Type of Coverage</u>	<u>Minimum Required Amount</u>
a.	Bodily injuries (to include passengers riding in the vehicle other than the driver)	
b.	Property damage	

C.3. OTHER CONTRACTOR REQUIREMENTS

C.3.1 Managerial and Administrative Support

C.3.1.1 The Contractor shall furnish all managerial and administrative support necessary to furnish the insurance under this contract.

C.3.1.2 The Contractor shall provide a representative for the daily administration of this contract. This representative will meet with the Contracting Officer's Representative (COR) as needed. The representative shall hand carry original documents, such as accident reports, to the Contractor's office so that claims are received with the legally stipulated time of 5x working days. If the

representative is absent, an alternate shall serve as a replacement. The alternate shall be familiar with this contract and all cases in progress.

C.3.2 Legal Assistance

C.3.2.1 If, and to the extent, authorized in advance by the United States Department of Justice and requested by the Contracting Officer, the Contractor shall provide legal services in case of any accidents that are brought into court involving vehicles covered by the Contractor's policy. This service shall include adjudication and management of every case through final resolution, even if the insurance policy has expired before the time of final resolution. There shall be no additional charge for this service.

C.3.2.2 The Contractor shall inform the Contracting Officer immediately if third parties threaten legal action as a result of inability to settle any accident.

C.3.2.3 The fact that the Embassy enjoys diplomatic immunity shall not in itself be a sufficient reason for refusing to settle any insurance case.

C.3.2.4 The Contractor understands the publicity caused by undue delay may embarrass the United States Government. The Contractor must agree to take proper and discreet action to settle each accident on its merits.

C.4 REPORTS

C.4.1 Monthly. The Contractor shall submit an individual status report for every vehicle involved in an accident, whether the case is pending or resolved. These reports shall comply with Exhibit B. Each report shall cover information for the previous month.

C.4.2 Semi-Annual. The Contractor shall submit a report twice each year of all resolved cases explaining the circumstances and liability of the parties. This report shall cover the preceding six months.

C.4.3. List of Vehicles Covered. The Contractor shall update a complete list of all vehicles covered under this contract.

C.4.3.1 This list shall include, as a minimum, the following items:

- Serial number and brief description of vehicle
- Type(s) of coverage and annual premium for each type of coverage

C.4.3.2 The Contractor shall provide this list within ten (15) days of contract award. The Contractor shall update this list within fifteen (15) days of each contract modification that revises the vehicles to be insured.

C.5 CHANGES IN VEHICLES REQUIRING COVERAGE OR CHANGES IN TYPES OR AMOUNTS OF COVERAGE REQUIRED

C.5.1 Notification to Contractor. The Contracting Officer will notify the Contractor by letter, each time there is a change in the vehicles covered under the contract or a change in the types of coverage for any vehicles. This letter will request pricing from the Contractor. The Contractor shall have five (10) days to propose premiums.

The Contracting Officer will normally modify the contract bilaterally within ten (15) days of the notification, presuming the parties can reach agreement on the premiums. Only the Contracting Officer is authorized to add or remove vehicles from coverage or modify the type of insurance coverage for a vehicle, under this contract. The Contractor shall not add or remove vehicles or revise the type of coverage for any vehicles under this contract without written notification from the Contracting Officer.

C.5.2 Contract Modification. The contract modification will include:

- the vehicles added, removed and/or vehicles for which type of insurance coverage is changed
- effective date of coverage
- annual premiums and insurance coverage the Contractor shall provide.

C.5.3 Addition or Removal of Vehicles Covered. The Contracting Officer may add or remove vehicles insured under this contract at any time, during any of the periods of performance, under this contract.

C.6 ELIGIBLE PARTICIPATING AGENCIES

The agencies eligible for the vehicles insurance services are:

C.6.1 U.S. Embassy, Windhoek

C.6.2 Center for Disease Control & Prevention

C.7 INSURANCE DECALS

The Contractor shall provide the stickers for all covered vehicles within ten (10) days of contract award or contract modification.

SECTION D
PACKAGING AND MARKING

RESERVED

SECTION E
INSPECTION AND ACCEPTANCE

E.1 FAR 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. Also, the full text of a clause may be accessed electronically at:

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

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

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.246-4	INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

E.2. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all vehicle insurance services set forth in the performance work statement (PWS)	C.1 thru C.7	All required services are performed and no more than one (1) One 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 (August 1996) 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 after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

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

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

SECTION F
DELIVERIES OR PERFORMANCE

F.1 FAR 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. Also, the full text of a clause may be accessed electronically at:

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

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

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

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

F.2 PERIOD OF PERFORMANCE

F.2.1 The performance period of this contract is from the start date listed in the Notice to Proceed and continuing for twelve months.

F.2.2 The Government may extend this contract under FAR 52.217-9, “Option to Extend the Term of the Contract” and 52.217-8, “Option to Extend Services”.

F.3 DELIVERABLES

The Contractor shall delivery the following items under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
C.5. List of Vehicles Covered	9	10 days after event described in C.5	Contracting Officer
C.6.1. Monthly Report	1	5 th of each month	COR
C.6.2. Semi-Annual Report	1	5 th of each month	COR

F.4 DELIVERABLE ADDRESSES

F.4.1 Reports to Contracting Officer. The Contractor shall deliver reports to the Contracting Officer at the following address:

**U.S. Embassy, Windhoek
14 Lossen St, Ausspannplatz
Windhoek, Namibia**

F.4.2 Reports to Contracting Officer’s Representative (COR). The Contractor shall deliver reports to the Contracting Officer’s Representative at the following address:

**Center for Disease Control
Bell Harris Building
Windhoek West
Namibia**

F.5 NOTICE TO PROCEED. At the time of contract award, the Government will also issue a Notice to Proceed. This Notice to Proceed will establish a start date for providing the insurance services required under this contract. The Government will give the Contractor a minimum of ten (10) days to start providing services, unless both parties agree to an earlier start date.

SECTION G
CONTRACT ADMINISTRATION DATA

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

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

(b) The COR for this contract is the General Office Manager.

G.2 SUBMISSION OF INVOICES

G.2.1 The Contractor shall submit invoices in an original and two copies to the Contracting' Officer's Representative (COR) at the following address:

Financial Management Office
U.S. Embassy, Windhoek
14 Lossen St, Ausspanplatz
Windhoek, Namibia
e-mail: Windhoek-fmc-invoice@state.gov

G.2.2 A proper invoice shall comply with the requirements of Section I.1, FAR 52.232-25, "Prompt Payment".

G.2.3 Payment. The Government will make all payments in Namibian Dollars.

G.2.3.1 VALUE ADDED TAX

Version B

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

G.2.4 Timing of Payments. Payments under this contract will be made semi-annually in advance after either: (1) The date of receipt of a proper invoice in the designated payment office.

G.3 CREDITS AND REFUNDS

In the event that premiums have previously been paid for a vehicle subsequently removed from coverage or for a vehicles on which the cost of coverage has been subsequently reduced, all or any part of any resulting overpayment shall, in the sole discretion of the Contracting Officer, be:

- Applied as a credit against additional payments owed to the Contractor under the applicable contract, or;

Financial Management Office
U.S. Embassy, Windhoek
14 Lossen St, Ausspanplatz
Windhoek, Namibia
e-mail: Windhoek-fmc-invoice@state.gov

- Refunded by the Contractor to the U.S. Government by certified bank check made payable to the U.S. Treasury. The bank check shall be remitted to:

U.S. Embassy, Windhoek
14 Lossen St, Ausspanplatz
Windhoek, Namibia

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1. INSURANCE POLICY

H.1.1 The Contractor's insurance policy is incorporated into this contract as Exhibit C of Section J.

H.1.2 The Contractor shall include an English translation of the original insurance policy without cost to the Government.

H.2 PERMITS

Without cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

H.3 STANDARDS OF CONDUCT

(a) General. 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 required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(c) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(d) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official

authority or credentials; security violations; and organizing or participating in gambling in any form.

H.4 SECURITY

H.4.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees who will require entry onto Government premises. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.

H.4.2 Time Requirements. Within five days after contract award, the Contractor shall submit the following information for clearance for the Contractor's representative and alternate.

H.4.3 Required Information. The Contractor shall complete and application form for each employee. This application will be provided by the COR.

SECTION I
CONTRACT CLAUSES

I.1. FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1)
CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl> see the links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER (MAY 2011)
- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 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 2019)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
- 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
- 52.215-14 INTEGRITY OF UNIT PRICES (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 COMBATING TRAFFICKING IN PERSONS (APR 2015)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-5 TRADE AGREEMENTS (FEB 2016)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGNPURCHASES (JUNE 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-3 WORKERS’ COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
- 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 (MAY 2014)
- 53.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)

- 52.232-25 PROMPT PAYMENT (JAN 2017)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 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)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-1 CHANGES - FIXED-PRICE (AUG 1987), *Alternate II (APR 1984)*
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

The following are Federal Acquisition Regulation clause(s) is/are incorporated in full text:

I.2 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.

I.3 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 5x years. (months 0)(years 5).

I.4 RESERVED

I.5 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
(APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar 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 September 30 of the current calendar 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.

1.6 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR)
CLAUSES INCORPORATED IN FULL TEXT

(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)

I.6.2 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION
ACT OF 1979, as amended (AUG 1999)

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

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

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

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

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

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

I.6.3 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
- 3) Contractor personnel may not utilize Department of State logos or indicia on business cards.

I.6.4 DOSAR 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.

I.6.5 652.242-73 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.

I.6.6 652.243-70 NOTICES (AUG 1999)

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

**SECTION J
LIST OF ATTACHMENTS**

Exhibit A - CONTRACTOR'S MONTHLY AND BI-ANNUAL STATUS REPORTS

**Exhibit B - CONTRACTOR'S INSURANCE POLICY FOR COMPREHENSIVE- AND
THIRD-PARTY LIABILITY COVERAGE- BODILY INJURY AND
THIRD-PARTY LIABILITY – PROPERTY DAMAGE**

EXHIBIT A

CONTRACTOR'S MONTHLY AND SEMI-ANNUAL STATUS REPORTS

These reports shall, as a minimum, contain the following information:

- Date and place of accident
- Embassy driver involved
- Identification and license plate of Embassy vehicle
- Type of coverage
- Which party is liable for the accident and why
- Name and address of adverse party
- Name and address of adverse insurance company
- Current status of settlement, if pending explain why
- If a case is settled, give date of settlement, name of party who was reimbursed
- Date of reimbursement
- In case settlement payment is made directly to a garage, date of payment

EXHIBIT B

CONTRACTOR'S INSURANCE POLICY(IES)

FOR COMPREHENSIVE INSURANCE

AND

FOR THIRD-PARTY LIABILITY COVERAGE – BODILY INJURY

AND

THIRD-PARTY LIABILITY COVERAGE – PROPERTY DAMAGE ON CENTER
FOR DISEASE CONTROL & PREVENTION GOVERNMENT OWNED VEHICLES.

To be added at time of contract award.

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 a 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 to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a 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; and

(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 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018).

(a) (1) The North American Industry classification System (NAICS) code for this acquisition is 524126 [*NAICS code*].

(2) The small business size standard is 1,500 employees [*size standard*].

(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 1,500 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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

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

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

(ix) 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.

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

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

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

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

(xii) 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.

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

(xiv) 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.

(xv) 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.

(xvi) 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.

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

(xviii) 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.

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

(xx) 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 \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxiv) 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:

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

X (ii) 52.204-20, Predecessor of Offeror.

X (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.

X (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.

X (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 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

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

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

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

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

(ii) The Offeror has 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. 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:	
Telephone Number:	

K.10 DOSAR 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

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

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

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

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

(2) Discriminating in the award of subcontracts on the basis of religion.

K.11 RESERVED

K.12. 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.

K.13 Incorporated by reference: 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SUEVILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(End of provision)

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dllhwc/lscarrier.htm>

L.1 SUBMISSION OF OFFERS

L.1.1 General. This solicitation is for the performance of the services described in Section C - PERFORMANCE WORK STATEMENT, and the Exhibits attached to this solicitation.

L.1.2 QUALIFICATIONS OF OFFERORS

Instructions to Offeror. Each offer must consist of the following:

1. List of clients over the past 3 [*Note to CO: insert the number of years*] years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in _____ [*Note to CO: insert the country where the services shall be performed*] then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and

■ Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror’s capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror’s work experience. The Government may also use this data to evaluate the credibility of the offeror’s proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided. **[Note to 4.** The offeror’s strategic plan for Comprehensive- and Third party Liability Insurance on CDC government owned vehicles, services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

L.2 SUBMISSION OF OFFERS

L.2.1 General

This solicitation is for providing vehicle insurance as described in Section C and the Exhibits which are a part of this solicitation.

L.2.2 Summary of Instructions

Each offer must consist of the following physically separate volumes:

[Note to Contracting Officer: fill in number of copies]

Volume	Title	No. of Copies*
1	Executed Standard Form 33, “Solicitation, Offer and Award,” and completed Section K – “Representations, Certifications and Other Statements of Offerors”	2

2	Price Proposal and completed Section B – “Supplies or Services and Prices/Costs”	2
3	Technical Proposal	2

* The total number of copies includes the original as one of the copies.

The complete offer shall be submitted at the address indicated at Block 7 of Standard Form (SF) 33, if mailed; or the address set forth below, if hand-delivered (if this is left blank, the address is the same as that in Block 7 of SF 33).

<p>U.S. Embassy, Windhoek 14 Lossen St, Ausspannplatz Windhoek, Namibia</p>

The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation.

L.2.3 Closing Date. The complete offer shall be received by the Contracting Officer: U.S. Embassy, Windhoek, located at the address indicated on the solicitation cover page, no later than 17:00 Monday February 24, 2020.

L.2.4 Detailed Instructions

(1) Volume I: Standard Form (SF) 33 and Section K. Complete blocks 12 through 18 of the SF 33 and all of Section K.

(2) Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B, including all options.

(3) Volume III: Technical Proposal.

(a) Management Information – Provide the following:

(1) Company profile including a list of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

- (2) A list of key management personnel and their profiles;
 - (3) Name of Project Manager who understands written and spoken English;
 - (4) Evidence of Required Licenses and Permits;
 - (5) Copy of Mandatory Insurance Policy(ies), in local language and translated into English
- (b) Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:
- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
 - (2) Contract number and type;
 - (3) Date of the contract award place(s) of performance, and completion dates;
 - (4) Contract dollar value;
 - (5) Brief description of the work, including responsibilities;
 - (6) Comparability to the work under this solicitation;
 - (7) Brief discussion of any major technical problems and their resolution;
 - (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
 - (9) Any terminations (partial or complete) and the reason (convenience or default).

L.3 PROPRIETARY DATA

The offeror will identify proprietary data by page(s), paragraph(s) and sentence(s), and shall not generalize.

L.4 FAR 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. Also, the full text of a clause may be accessed electronically at:

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

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an Internet “search engine” (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
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 2004)
* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.	
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)

L.5 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract.

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

(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.6 652.206-70 Advocate for Competition/Ombudsman.

As prescribed in 606.570, insert the following provision:

ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(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.

(2) For all others, the Department of State Advocate for Competition at 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, [insert name] , at [insert telephone and fax numbers] . For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 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)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, offerors must prepare proposals in accordance with Section L. Proposals must meet all the requirements of this solicitation.

M.1.2 Basis for Award

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing required information.

b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of the technical proposal required by Section L, including a review of the offeror's proposed project manager to ensure that she or he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in Section L to verify quality of past performance.

c) Responsibility

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

- (1) adequate financial resources or the ability to obtain them;
- (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) satisfactory record of integrity and business ethics;
- (4) necessary organization, experience, and skills or the ability to obtain them;

(5) necessary equipment and facilities or the ability to obtain them; and

(6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified following FAR 15.503.

M.2 FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS
(FEB 2000)

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

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

(b) For acquisitions conducted using negotiation procedures—

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

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

M.3 SEPARATE CHARGES

Separate charges, in any form, are not solicited.

M.4 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)