Embassy of the United States of America

U.S. Embassy ***Paris***
Date: ***June 26, 2026***

Dear Prospective Offeror:

Subject: Request for Proposals number 19FR6326Q0087

Enclosed is a Request for Proposals (RFP) for ***the services of a Cook***. If you would like to submit a quotation, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form that follows this letter.

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

Proposals are due by ***Monday July 13, 2026 at 16:00 (French time).*** No proposals will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your proposal must be submitted electronically to ***ParisContracting@state.gov***. It is important to make sure the submission is made in specific size and format; in MS-Word 2007/2010 or MS-Excel 2007/2010 or Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed the 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

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

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

Offerors shall be registered in the SAM (System for Award Management) database at https://www.sam.gov prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,
Craig N. Deatrick
Contracting Officer

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES
		1 | 55

2. CONTRACT (Proc. Inst. Ident.) NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	19FR6326Q0087	[ ] SEALED BID (IFB) [x] NEGOTIATED (RFP)	**June 26, 2026**	**PR16038748**

7. ISSUED BY CODE	8. ADDRESS OFFER TO (If other than item 7)
American Embassy Paris ***Procurement Office*** **2 Avenue Gabriel** **75008 Paris - France**	

NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and ___ copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in _____until **Monday July 13, 2026** – at **16:00 local time.**
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all tems and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT	C. E-MAIL ADDRESS

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OFFER (Must be fully completed by offeror)

NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inseted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents) numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEM NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTRATION BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

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

NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (REV 9-97)
Prescribed by GSA

SECTION B –
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, as identified in this solicitation, to provide **cook services in one of the US Embassy Paris buildings in Paris vicinity for one base year and one option year** as described in Section C, DESCRIPTION/ SPECIFICATIONS/ WORK STATEMENT, of this contract.

B.2 TYPE OF CONTRACT

This is a fixed price type contract for the daily regular scheduled cook services for one (1) year base period and one (1) option year. The fixed price shall include all work, including furnishing all labor, materials, equipment, and services, transportation and meal allowances, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement) and profit, unless otherwise specified. The Government shall issue a one-year scheduled task order.

An indefinite delivery/indefinite quantity type contract shall be awarded for overtime work. The Individual delivery order shall be issued using the fixed hourly rates identified below. The fixed hourly rates shall include wages, overhead, general, and administrative expenses, and profit. Labor hours for these delivery orders shall be negotiated into a firm-fixed-priced delivery order using the standards identified in the Scope of work- Section C. The actual amount of work to be performed and the estimate of the overtime required shall be authorized by delivery orders issued by the Contracting Officer.

B.3 VALUE ADDED TAX

The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B. A 20% VAT shall be applied to this contract.

B.4 CURRENCY

All prices shall be submitted in ***Euros (€)***

B.5- COOK SERVICES

B.5.1 Regular scheduled services

(a) In consideration of satisfactory performance of all the scheduled services required under this contract, the Contractor shall be paid a fixed price per month for Regular scheduled cook services. Food shall be purchased separately by Mess NCO (after approval) and maybe accompanied by the Contractor if needed. No additional sums shall be payable on account of any escalation in the cost of materials, equipment, or labor (unless mandated by local law), or because of the Contractor 's failure to properly estimate or accurately predict the cost or difficulty of achieving the services required in the below scope of work. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rate.

(b) Premium pay for services required to be provided on holidays is included only in the fixed prices for regular scheduled services.

B.5.2 Overtime

(a) The fixed hourly rates shall be used to establish firm fixed-price task orders. Each task order shall be issued in advance and priced by multiplying the hourly rates by the number of hours required. Overtime shall apply beyond the 35 hours a week and shall not be more than 5hours a week making total work schedule to 40hours a week (or 8 hours a day).

B.5.3 Ordering

(a) All supplies or services to be furnished under this contract shall be ordered by the issuance of delivery orders by the Department of State. Orders may be issued from the date of the Contracting Officer's signature until the end of the "Period of Performance" applicable to this contract.

(b) All delivery orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any order.

B.6 PRICE SCHEDULE

B.6.1- Base year – From September 1, 2026 through August 31, 2027

CLIN	Description of services	Quantity	Unit	Monthly cost in euros Excluding VAT*	Total Cost in Euros Excluding VAT
Fixed Scheduled Services					
0001	Services of a Cook as specified in Section C	12	month		
CLIN	Description of services	Estimated Quantity	Unit	Hourly rate in euros Excluding VAT*	Total estimated Cost in Euros Excluding VAT
Possible overtime					
0002	Overtime work - *during working days*	84	hour		
0003	Overtime work- *Weekends and holidays*	36	hour		
				Total estimate in Euros Excluding VAT	
				20% VAT	
				Total estimate in Euros VAT Including	

* Cost shall include the gross cook salary for regular hours, meal allowance, transportation allowance, employers contributions, administrative fees, profit and any related cost)

** Overtime is an estimate and shall apply on an as needed basis and invoiced on what is being done.

B.6.2- Option Year One – From September 1, 2027 through August 31, 2028

CLIN	Description of services	Quantity	Unit	Monthly cost in euros Excluding VAT*	Total Cost in Euros Excluding VAT
Fixed Scheduled Services					
0001	Services of a Cook as specified in Section C	12	month		
CLIN	Description of services	Estimated Quantity	Unit	Hourly rate in euros Excluding VAT*	Total estimated Cost in Euros Excluding VAT
Possible overtime					
0002	Overtime work - *during working days*	84	hour		
0003	Overtime work- *Weekends and holidays*	36	hour		
				Total estimate in Euros Excluding VAT	
				20% VAT	
				Total estimate in Euros VAT Including	

* Cost shall include the gross cook salary for regular hours, meal allowance, transportation allowance, employers contributions, administrative fees, profit and any related cost)

** Overtime is an estimate and shall apply on an as needed basis and invoiced on what is being done.

B.6.2 Minimum and Maximum Amounts for the overtime

During this contract period (one base period + one option year), the Government shall place orders totaling a minimum of ***0 (zero) hour of overtime.*** This reflects the contract minimum for overtime for this period of performance. The amount of all overtime orders for the base period and the option year period shall not exceed ***260 (two hundred sixty) hours of overtime***. This reflects the contract maximum for overtime for this period of performance.

SECTION C –
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL

The U.S Embassy Paris is looking for an experienced cook to provide daily services for approximately 14 individuals based at the MSG Residence in Boulogne-Billancourt.

The Contractor shall provide all managerial, administrative, insurance and direct labor personnel that are necessary to accomplish all work required by this contract.

C.2 SPECIFIC REQUIREMENTS

The required services shall consist of three (3) meals preparation a day for each of the 14 (fourteen) individuals (breakfast, lunch and dinner), five (5) days a week from Monday to Friday. Breakfast shall be prepared on an order basis, the Marine needs to be awake to order with the Cook. Breakfast order hours will be 0900-1000 each morning Monday-Friday. Each meal for lunch and dinner shall be individually packaged, in containers provided by the US Government. Food materials and produce shall be supplied by the US Government COR based on menus and instructions of the Cook.

The Contractor shall cook the meals at the US Government Premise located in Boulogne-Billancourt. The property is equipped with a semi-professional kitchen and the following Government furnished property shall be available to the Cook:

- 2x Stoves with ovens
- 2x Extra-large stainless-steel refrigerator
- 3x Regular size refrigerator
- Pots and pans
- 1x microwave
- 1x deep fryer
- 1x flat Iron grill inside the kitchen

The Contractor shall schedule meals preparation and plating in individual portions to ensure they are done in a timely manner for the individuals to start lunch at 11:00am.
The Cook shall be on site only for contractual duties and not for any other business purposes.
The area shall be accessible during scheduled and agreed hours from Monday to Friday. An escort shall be provided by the US Government to access the premise, and security requirements shall be emphasized so that accidental security violations do not occur.

During French Holidays, the Cook shall not perform the services.

After each meals' preparation, the Cook shall clean the kitchen, all the dishes and appliances used while causing minimal disruption to the normal operation of the facility.

C.2.1) Menus

The Cook shall develop a 20-day menu cycle to be submitted to the COR for approval.
Menus shall offer a variety of food selection for each meal, based upon acceptability ratings, availability of food items, and food preparation limitations, as well as cost of operations.
The weekly menu shall consist of ten (10) different meals as well as a variety of salty and sweet offer for breakfast. The Contractor shall provide three (3) different dishes each day: one dish for breakfast, one dish for lunch and another one for dinner. The fourteen (14) individuals shall all have the same dish.

In his/her selection, the Contractor shall consider potential special dietary needs and desires based upon ethnic experience, religious restrictions and food intolerance. The COR shall inform the Contractor if special dietary is required. The Contractor shall be able to make adjustments in the proposed weekly menus if proposed menus have not taken into consideration special dietary needed.

The Contractor shall consider simple quality dishes. The meals are meant for sporty young individuals and portions shall be sufficient in quantity (with a minimum of 350g).

The menus shall consist of a variety of quality prepared food for a well-balanced diet to include meat, a variety of vegetables, fruits, grain products and carbohydrates. Menus shall be low in total fat, saturated fat, cholesterol, sodium and sugar, with no trans-fats. The menus shall include lean meats and low-fat dairy products. No dessert is required. The menus shall incorporate local/ regional cuisine as well as American and international dishes. The Contractor shall use fresh, healthy ingredients to the maximum extent possible.

The food materials and produce shall be supplied by the US Government. Therefore, the Contractor shall determine all necessary ingredients to prepare the meals two weeks in advance and communicate the list to the COR who will be purchasing them on his own with the Cook help. Twice a month the Mess NCO will coordinate with the Cook and duty driver, a day to restock all necessary ingredients and make mess runs utilizing the Costco Card. ***Note:*** *The Contractor shall not advance any payment for food replenishment*. All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemish. All foods shall, when served, be attractive in appearance and correct in consistency. They shall be crisp, moist, dry tender etc., as may be appropriate in each case. Heating instructions shall be indicated in the English language on the package if needed. The Contractor shall ensure food is not overcooked or undercooked, over seasoned or under seasoned.

Menus shall be written in English language.

C.2.2) Regulations

The Contractor shall utilize the appropriate industry preparation standards for all the food products and menu items. The Contractor shall follow European and French regulations in terms of hygiene, food handling and safety. Each meal shall be labelled with the date of preparation and the date of expiration.

French food service sanitation and Public Health services standards, guidelines, codes and regulations shall be followed.

The Contractor shall maintain the kitchen clean, sanitized to the highest European and French Standards and shall maintain and retain reports on health and sanitation inspections.
The COR may require inspection of the kitchen from time to time.

C.2.3) Cook requirement

The Cook shall maintain sanitary conditions and good quality of services. The Cook shall have at least a 'CAP Cuisine' qualification or equivalent with a minimum of 2 years' experience. The Cook shall be able to establish menus monthly. The Contractor shall comply with all applicable French labor laws and shall make sure security at work is maintained. The Contractor shall provide the necessary medical and work insurance required by French Labor Law to be able to perform the work on site.

The Contractor shall designate one point of contact, that speaks and writes English. All exchanges shall be made in English.

C.3 CONFIDENTIALITY

All information received and transmitted by the Contractor shall be treated in accordance with the U.S. privacy laws and under the "GDPR"- General Data Protection Regulation- in place in EU. The Contractor shall agree to maintain strict professional confidentiality in accordance with such standards as may be set or approved by the Government, concerning any information related to performance of this contract. All employee data shall be treated and transferred in a secure manner. All documents generated by the Contractor under this contract shall become and remain the Government property. Payment of the tax revenue to the appropriate French Authorities shall be done in a manner that protects employees data security. The transfer of data shall identify employees by payroll number only. Information provided by the Government shall be held strictly confidential and treated in a secure manner. Any records, correspondence or other material furnished to or generated by the Contractor shall be destroyed after 6 years.

SECTION D –
PACKAGING AND MARKING

D.1. MATERIALS DELIVERED TO THE SITE SHALL BE MARKED AS FOLLOWS:

US EMBASSY PARIS
ADDRESS TO BE CONFIRMED AFTER AWARD

SECTION E –
INSPECTION AND ACCEPTANCE

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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

E.2 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

PERFORMANCE OBJECTIVE	PWS PARAGRAPH	PERFORMANCE THRESHOLD
Performs all services set forth in the Performance Work Statement (PWS)	C.1 thru C.3	All required services are performed and no more than one (1) customer complaint is received per month

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

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

E.3 QUALITY CONTROL MANAGEMENT

E.3.1 – Quality control

Contractor shall specifically provide oversight to all food inspection activities while working within the requirements set forth by food service standards and regulations, the DOS Regional Medical Officer (RMO) and DOS Contracting Officer's Representative (COR) in completing the following duties:

- Food Handling Procedure
- Adherence to HACCP
- Menu Execution and Presentation
- Kitchen inspections
- Food Storage inspections

E.3.2- Food Inspection Resources

The Contractor shall provide resources to perform food handler training, public and food facility inspections, vulnerability assessments and QA/QC monthly reports for the MSGR kitchen. These requirements shall meet or exceed established FDA, USDA requirements. The kitchen shall be inspected on a routine basis or as determined by the individual sanitation history and the potential risk associated with the number of personnel eating at a single site.
The Contractor's Cook shall receive periodic refresher training and a medical records review of new employees. The Contractor's Cook shall be medically cleared prior to returning to work after receiving medical care.

E.3.3- Standard Operation Procedures (SOP)

The Contractor shall develop kitchen usage food SOP and, upon COR approval of the SOP, apply the SOP during periodic site inspections. The contractor shall provide monthly quality control reports and perform overall trending by facility and contractor to the DOS COR. All phases of food service operations shall be evaluated against contractual requirements. The Contractor shall provide monthly reports on QA/QC, inspection findings and notification to the COR when follow-up action is needed, or a health hazard is identified during data analysis

E.3.4- Medical Evaluation of the Cook

The Contractor's Cook who seeks medical treatment must be medically cleared prior to returning to work. In the event there is a communicable disease, appropriate health recommendations shall be elevated to DOS onsite supervisors and the facility manager.

SECTION F –
DELIVERIES OR PERFORMANCE

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

CLAUSE	TITLE AND DATE
52.242-14	SUSPENSION OF WORK (APR 1984)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)

F.2. PERIOD OF PERFORMANCE

The contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect until **August 31, 2028**

F.3. WORKING HOURS

All work shall be performed during ***Monday through Friday from 8:00 to 16:00,*** except for the French holidays identified below. Other hours, initiated by the Contractor, may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be cause for a price increase.

SECTION G -
CONTRACT ADMINISTRATION DATA

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

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

(b) The COR for this contract is ***the Detachment Commander***

G.1.1 Duties

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

G.2. PAYMENT

G.2.1. General.

652.232-70 – Payment schedule and invoice submission (fixed-price) (Aug 1999)

(a) ***General***. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed price stated in this contract.

(b) ***Invoice Submission***. The contractor shall submit invoices preferably by email to **ParisFMCDBO1@state.gov** or in an original and ***1 (one)*** copy to:

AMERICAN EMBASSY PARIS
A l'attention de : FMO VOUCHER / DBO
2, avenue Gabriel
75382 PARIS Cedex 08
Tél. : 01.43.12.22.22

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

G.2.2. Detail of Payment Requests

Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the fixed price for the regular scheduled services completed and in place for individual delivery orders.

In addition, the Contractor shall provide the following support for each request for payment for any overtime :

- Time sheets to support the number of hours worked for potential overtime for each day and signed by the COR that work has been completed.

G.2.3. Payments to Subcontractors

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made, to his subcontractors and suppliers in accordance with the Contractor's contractual arrangements with them.

G.2.4. Evaluation by the Contracting Officer

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons therefore.

G.2.5 Payment

In accordance with FAR 52.232-27(a) the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

G.3 VALUE ADDED TAX

The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

G.4 Recordkeeping Requirements

G.4.1 The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain as a minimum, the following items:

(a) The Government's copies of all task orders issued under this contract, and all reports completed by the COR (OF-127). These forms will be supplied to advise the Contractor of service requests and to document the performance of all work.

(b) Contractor's Service Report forms, documenting arrival and departure time of the Contractor's representative performing the service.

(c) Documentation of any complaints from Post personnel or unusual incidents which may have taken place during the visit to the site.

SECTION H –
SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF TASK ORDERS FOR OVERTIME

(a) Overtime work shall be authorized only through the issuance of task orders executed by the Contracting Officer. Task orders shall be established on a firm fixed-price basis (using the hourly rates identified in Section B and negotiated hours) and shall be modified solely by a written modification executed by the Contracting Officer. Overtime services may require the use of oral orders however a written order shall be provided within 3 business days of the verbal authorization.

(b) The Contractor shall perform only those overtime services specifically authorized in the individual delivery orders issued under this contract. The Contractor shall complete all work and services under this contract within the period of performance specified in the delivery orders except that no delivery order shall be issued hereunder after the expiration of this contract.

H.2 ORDERING OFFICIAL

In accordance with FAR 52.216-18 ORDERING (OCT 1995), the designated ordering individual for this contract is the Contracting Officer.

H.3 BOND REQUIREMENTS - RESERVED

H.4 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval. If the Contractor intends to use any subcontractors under this contract, the Contractor must ensure that the subcontractor carries the types and amounts of insurance as identified below.

The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury, On or Off the Site, in Euros	
Per Occurrence	***7,500,000 euros***
2. Property Damage, On or Off the Site, in Euros	
Per Occurrence	***7,500,000 euros***

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.4.1 Government as Additional Insured

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

H.4.2 Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work.

H.4.3 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract at time of bidding. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding the Contractor offer by the Government.

H.5 GOVERNING LAW

The contract and the interpretation thereof shall be governed by the laws of the United States.

H.6 LANGUAGE PROFICIENCY

The manager assigned by the Contractor to superintend the work on-site shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the facilities without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations, and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall provide on a monthly basis an environmental waste report which describes any occurrence of and disposal of hazardous waste encountered during performance of this contract and any resulting delivery orders issued herein.

H.7.2 Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.7.3 Subcontractors

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.7.4 Evidence of Compliance

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 Damage to Persons or Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 Responsibility for Work Performed

The Contractor shall be responsible for all materials delivered and work performed, except for any completed unit of work which may have been accepted in writing under individual delivery orders.

H.9 OPERATIONS

H.9.1 Operations and Storage Areas

(a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.9.2 Use of Premises

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Requests from occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.

(c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 SAFETY

H.10.1 Accident Prevision

(a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall--

(1) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and

(2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written Program. Before commencing the work, the Contractor shall--

(1) Submit a written proposal for implementing this clause; and

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

H.11 SUBCONTRACTORS AND SUPPLIERS

H.11.1 Claims and Encumbrances

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, for all labor performed under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefor by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.11.2 Approval of Subcontractors

(a) Review and approval. The Government reserves the right to review proposed subcontractors for a period of five (5) calendar days before providing notice of approval or rejection of any or all subcontractors.

(b) Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.12 CONTRACTOR PERSONNEL

H.12.1 Removal of Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.12.2 Personnel Security

After award of the contract, the Contractor has ten calendar days to submit to the Contracting Officer the information of the Cook assigned to this project for the Government to conduct all necessary security checks. The information shall include:

Full Name:
Place and Date of Birth:
Current Address:
Identification Number:

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

H.12.3. 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 may be necessary. 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) Uniforms and Personal Equipment. The Contractor 's employees shall wear clean, neat, and complete uniforms when on duty. Uniforms shall be compliant with the performance of cooking services and shall include hair protection, appropriate shoes, etc. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

(c) Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays, or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

(d) 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 which interfere with normal and efficient Government operations.

(e) 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 which produce similar effects.

(f) 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; organizing or participating in gambling in any form; and misuse of weapons.

(g) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. Keys shall not be duplicated without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from performing work under the contract.
If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

H.12.4- Employee safety Requirements

Contractor shall ensure that employees are supplied with and use proper safety personal protective equipment (PPE) such as aprons and potholders.
Contractor employees shall follow signed safety work procedures, which protect the Contractor employees and DOS personnel in proximity to work site**.**

H.12.5- Substitutions or replacement

During the performance of the contract, the Contractor shall make no substitutions of key personnel unless the substitution is required due to vacation, illness, death, or termination of employment. The Contractor shall provide notice at least 45 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor).
The Contractor will notify the CO and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The proposed substitute shall possess qualifications comparable to the original key person and meet the minimum standards set forth in the contract.

The Contractor shall not divert or otherwise replace any key personnel without the written consent of the CO. The Government will modify the contract to reflect any changes in key personnel.

H.13 GOVERNMENT FURNISHED PROPERTY/ EQUIPMENT

The Contractor has the option to reject any or all Government furnished property or items (see Attachment 2 - GOVERNMENT FURNISHED PROPERTY). However, if rejected, the Contractor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government. All Government furnished property or items are provided in an "as is" condition and shall be used only in connection with performance under this contract. The Contractor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.

The Contractor shall maintain written records of work performed, and report the need for major repair, replacement and other work for Government property in its control.

SECTION I
CONTRACT CLAUSES

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1):

CLAUSE	TITLE AND DATE
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (DEVIATION JAN 2026)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (DEVIATION JAN 2026)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (DEVIATION JAN 2026)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEVIATION JAN 2026)

52.215-2 AUDIT AND RECORDS – NEGOTIATION (DEVIATION FEB 2026)

52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (DEVIATION FEB 2026)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (DEVIATION FEB 2026)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (DEVIATION FEB 2026)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFICIED COST OR PRICING DATA-MODIFICATIONS (DEVIATION FEB 2026)

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018) (DEVIATION FEB 2026)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION FEB 2026)

52.222-50 COMBATTING TRAFFICKING IN PERSONS (DEVIATION FEB 2026)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11 INDIVIDUAL SURETY—PLEDGE OF ASSETS (FEB 2021)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JUL 2000)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)

52.232-1 PAYMENTS (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-17 INTEREST (MAY 2014)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATIONS OF FUNDS (DEVIATION FEB 20262)

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)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER -OTHER SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

52.233-1 DISPUTES (DEVIATION JAN 2026)

52.233-3 PROTEST AFTER AWARD (DEVIATION JAN 2026)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION JAN 2026)

52.236-2 DIFFERING SITE CONDITIONS (DEVIATION AUG 2025)

52.236-10 OPERATIONS AND STORAGE (DEVIATION AUG 2025)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (DEVIATION AUG 2025)

52.236-12 CLEANING UP (DEVIATION AUG 2025)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (DEVIATION AUG 2025)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION JAN 2026)

52.242-13 BANKRUPTCY (JULY 1995)

52.243-1 CHANGES - FIXED-PRICE (DEVIATION JULY 2025)

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

52.245-2 GOVERNMENT PROPERTY (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

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)

52.249-14 EXCUSABLE DELAYS (APR 1984)

I.2 FAR CLAUSES INCLUDED IN FULL TEXT.

52.213-4 TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (DEVIATION JAN 2026)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—
(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—
(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.

(c) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(d) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance.

The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(e) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **September 1, 2026** through **August 31, 2028**

(b) All delivery orders or tsk orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when –

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
(3) If sent electronically, the Government either –
(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
(ii) Distributes the delivery order or task order via email to the Contractor's email address.

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

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) ***Minimum order***. When the Government requires supplies or services covered by this contract in an amount of less than **1,000 € (one thousand euros)** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **160,000 € (one Hundred sixty thousand euros**) ;

(2) Any order for a combination of items in excess of **160,000 € (one Hundred sixty thousand euros**); or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (DEVIATION FEB 2026)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause.
The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after **August 31, 2028.**

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **two (2) years.**

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

Funds are not presently available for performance under this contract beyond 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.

(End of clause)

I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of 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 Policy and Procedures may be accessed at *http://www.state.gov/m/ds/rls/rpt/c21664.htm.*

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

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

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

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

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

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) High Risk Activities. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;
(2) Work at heights above 1.8 meters;
(3) Trenching or other excavation greater than one (1) meter in depth;
(4) Earth-moving equipment and other large vehicles;
(5) Cranes and rigging;
(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;
(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) Safety and Health Requirements. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) Mishap Reporting. The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) Records. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Written program. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.
(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.
(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Easter Monday
Labor Day
Veteran's Day WWII
Ascension Day
Whit Monday
Memorial Day
Juneteenth
Independence Day
French National Day
Assumption Day
Labor Day
Columbus Day
All Saints' Day
Veterans Day
Thanksgiving Day
Christmas Day

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

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; when it falls on Saturday, the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

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

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

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

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

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

2) Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

652.243-70 NOTICES (AUG 1999)

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

SECTION J –
LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Exhibit 1	Government Furnished Property
Exhibit 2	American and French holidays

EXHIBIT 1

GOVERNMENT FURNISHED PROPERTY

The Contractor shall cook the meals at the US Government Premise located in Boulogne-Billancourt.

The property is equipped with a semi-professional kitchen and the following Government furnished property shall be available to the Cook:

- 2x Stoves with ovens
- 2x Extra-large stainless-steel refrigerator
- 3x Regular size refrigerator
- Pots and pans
- 1x microwave
- 1x deep fryer
- 1x flat Iron grill inside the kitchen
- Cutlery
- Individual containers to store dishes.

EXHIBIT 2

AMERICAN AND FRENCH HOLIDAYS 2026

Please find the list of the U.S. national holidays and the legally observed local holidays for calendar year 2026.

The following is a list of the U.S. national holidays and the legally observed local holidays for calendar year 2026.

DATE	DAY OF THE WEEK	HOLIDAY	TYPE
Jan. 1	Thursday	New Year's Day	American/French
Jan. 19	Monday	Martin Luther King Jr's Birthday	American
Feb. 16	Monday	Presidents Day	American
April 6	Monday	Easter Monday	French
May 1	Friday	Labor Day	French
May 8	Friday	Victory Day (WWII)	French
May 14	Thursday	Ascension Day	French
May 25	Monday	Whit Monday	French
May 25	Monday	Memorial Day	American
June 19	Friday	Juneteenth	American
July 4	Saturday*	Independence Day	American
July 14	Tuesday	French National Day	French
Aug. 15	Saturday	Assumption Day	French
Sept. 7	Monday	Labor Day	American
Oct. 12	Monday	Columbus Day	American
Nov. 1	Sunday	All Saints' Day	French
Nov. 11	Wednesday	Veterans Day (WWI)	American/French
Nov. 26	Thursday	Thanksgiving	American
Dec. 25	Friday	Christmas	American/French

* American Holiday observed on Friday, July 3, 2026

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.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)

(a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 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 its 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 contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, 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 U.S.C. 1352. Any person 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 civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of provision)

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

(a) ***Definition***. As used in this provision-

Internal confidentiality agreement or statement, subcontract, and subcontractor , are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) ***Representation***. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

K.4 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (DEVIATION JAN 2026)

(a) Definitions. As used in this clause—

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(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 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(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.5 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEVIATION JAN 2026)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; 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 the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

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

(2) 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.

(ii) The Offeror has □ has not □, within a 3-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).

(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 Government will consider the certification 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) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). 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 the Government later determines 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.

K.6. 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (DEVIATION JAN 2026).

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 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 athttps://www.state.gov/bureaus-offices/under-secretary-forarms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; 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 at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-andcompliance/;
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 such activity might have occurred, 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 22 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 the Government later determines 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.

K.7 52.225-18 PLACE OF MANUFACTURE (AUG 2018)

(a) *Definitions*. As used in this provision—
Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

(1) FPSC 5510, Lumber and Related Basic Wood Materials.
(2) Product or Service Group (PSG) 87, Agricultural Supplies.
(3) PSG 88, Live Animals.
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) □ Outside the United States.

K.8 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name:
Address:
Telephone Number:

K. 9 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

(a) Definitions. As used in this provision—

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

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

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

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

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

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

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

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

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

(1) It [__]is [__]is not a foreign person; and

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

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

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

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

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

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

(End of provision)

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

(a) Definitions. As used in this provision:

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

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

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

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

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

K.11 652.239-801 DISCLOSURE OF AI USE CLAUSE (DEVIATION) (SEP 2025)

(a) Definitions. As used in this clause- *Artificial Intelligence (AI)*: The term "artificial intelligence" has the meaning provided in Section 238(g) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.

i. This definition of AI encompasses, but is not limited to, the AI technical subfields of machine learning (including deep learning as well as supervised, unsupervised, and semi-supervised approaches), reinforcement learning, transfer learning, and generative AI.

ii. This definition of AI does not include robotic process automation or other systems whose behavior is defined only by human-defined rules or that learn solely by repeating an observed practice exactly as it was conducted.

iii. For this definition, no system should be considered too simple to qualify as covered AI due to a lack of technical complexity (e.g., the smaller number of parameters in a model, the type of model, or the amount of data used for training purposes).

iv. This definition includes systems that are fully autonomous, partially autonomous, and not autonomous, and it includes systems that operate both with and without human oversight.

(b) Disclosure of AI Use in Contract Performance. When the Contractor or any of its subcontractors, vendors, or agents intends to incorporate AI into the performance of the contract, the Contractor shall provide the following disclosures in its offer:

Disclose the intended use of AI and provide a description of the AI system or capability and its purpose within the contract scope; specify whether the system

was developed internally, acquired from a third party, or is publicly/commercially available; indicate if the AI system will process PII or be used in ways that may affect privacy, civil rights, safety, or public interaction; detail the governance, oversight, and human-in-the-loop mechanisms to be applied; and describe any applicable testing, evaluation, risk management, or bias mitigation measures that have been or will be implemented.

These disclosures must be updated promptly to the Contracting Officer during the period of performance upon any new use of AI or significant material change to the existing AI capability, its functionality, its use case, or its data inputs/outputs during the life of the contract.

The Government reserves the right to review the proposed AI use, request additional safeguards or controls, and/or disallow its use if it is deemed inconsistent with agency policy, legal requirements, or federal AI governance standards.

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/dlhwc/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

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

(1) Cook or Supervisor able to understand written and spoken English.

(2) Evidence that the offeror/quoter operates an established business with a permanent physical address and telephone listing in **Paris, *France.***

(3) The offeror shall provide proof of SAM registration to include the SAM UEI number.

(4) Be able to demonstrate prior experience in providing cook services with suitable references over the past two (2) years.

(5) Have the necessary personnel, equipment and financial resources available to perform the work.

(6) Have all licenses and permits required by local law. This includes the Tax Regularity certificate ("URSAFF")

(7) Meet all local insurance requirements. This shall include a certificate of insurance covering cooking services on site or off site.

L.1.3 Review of Documents

Each Offeror is responsible for:

(1) Obtaining a complete set of solicitation documents.
(2) Thoroughly reviewing such documents and understanding their requirements;
(3) Visiting the project site and becoming familiar with all working conditions, local laws, and regulations; and
(4) Determining that all materials, equipment, and labor required for the work are available.

Any ambiguity in the solicitation, including specifications, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

L.2 SUBMISSION OF OFFERS

L.2.1 General

This solicitation is for the performance of Cook services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, 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:		
Volume	Title	Number of Copies*
1	**Volume I** - Executed Standard Form 33, "Solicitation, Offer and Award and completed Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.	1
2	**Volume II -** Price Proposal and completed Section B - SUPPLIES OR SERVICES AND PRICES/COSTS	1
3	**Volume III-** Business Management/Admin and Technical Proposal	1

* 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).

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.2.3 Detailed Instructions

➢ L.2.3.1. Volume I: Standard Form (SF) 33 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

➢ L.2.3.2. Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B.

➢ L.2.3.3. Volume III: Business Management/Technical Proposal.

The Business Management/ Admin and Technical Proposal shall be including the following information:

a) Proposed Company Information - Provide the following:

(1) The Offeror's qualifications as required in Section L.1.2
(2) The Company profile including a list of the names, addresses, and telephone numbers of the owners, partners, and principal officers of the Offeror, personnel and financial resources for this project.
(3) Kbis or legal company registration document
(4) A list of key management personnel and their profiles
(5) A list of the names, addresses, and telephone numbers of potential subcontractors
(6) Certificate of insurance in cooking services on site or off site and 'URSAFF' certificate

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) Cost/price management history, including any cost overruns and underruns, and cost growth and changes.
(10) Percent turnover of contract key technical personnel per year; and
(11) Any terminations (partial or complete) and the reason (convenience or default).

c) A technical offer taking into account all work elements in Section C, including an example of a proposed menu and the Resume of a selected Cook assigned for this project.

d) **Subcontracting plan**- If a subcontractor(s) is to be used, the Contractor shall provide a complete sub-contracting plan including, but not limited to:

- ✓ Sub-contractor profile as required in section L.1.2 (1;2 and 4;7), including: evidence of an established business with a permanent physical address in Paris- France, prior experience in providing cook services, evidence of financial and personnel resources, licenses and permits required by French law and tax regularity certificate showing evidence work can be legally performed in France.
- ✓ Past performance demonstrating a good business relationship with the sub-contractor(s), including payment of the subcontractor(s) in due time.
- ✓ Past performance of the subcontractor(s) in providing Cook services similar to this contract over the past 3 years.
- ✓ Evidence of an existing partnership with the sub-contractor(s) for a minimum of three (3) years
- ✓ Sub-contractor insurance certificate

e) Vendors may be required to provide an oral presentation and samples of the type of food they intend to provide as part of the daily catering services at the U.S. Embassy Paris, 2 Avenue Gabriel – 75008 Paris as part of the technical evaluation. This may include a selection of 3 meals representative of what will be prepared as part of this Contract.

L.3 PROPRIETARY DATA

Proprietary data shall be specifically identified by page(s), paragraph(s) and sentence(s), and shall not be generalized.

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR 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.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (DEVIATION JAN 2026)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION JAN 2026)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (DEVIATION FEB 2026)

52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021)

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS (OCT 2025)

L.6 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (DEVIATION FEB 2026)

The Government contemplates award of a combination type of contract resulting from this solicitation. It is fixed price for regular scheduled cook services; indefinite delivery/indefinite quantity with fixed unit prices for overtime.

52.233-2 SERVICE OF PROTEST (DEVIATION JAN 2026)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

L.7 FINANCIAL STATEMENT

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

Income (profit-loss) Statement that shows profitability for the past ***two (2)*** years.
Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

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

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be no responsible.

L.8. 652.206-70 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 **Mikael McCowan**, at **0033 1 4312 2009**. 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.

SECTION M –
EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

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. Evaluations shall be conducted in accordance with the procedures set forth below:

a) *Initial Evaluation* - All proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in L.2, SUBMISSION OF OFFERS. Proposals which are missing a significant amount of the required information may be eliminated from consideration, at the Government's discretion.

b) *Technical Acceptability* - Those proposals remaining after the initial evaluation will be thoroughly reviewed to determine technical acceptability. Technical Acceptability will include a review of the Proposed Work Information described in L.2.3.3 to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. Past references provided as part of the Experience and Past Performance information as described in L.2.3.3(b) may also be contacted to verify quality of past performance. The proposed meals submitted as part of the technical evaluation shall be judged on quality, appeal and how they respond to the standards requested in the scope of services. If an oral presentation is required, appearance and taste will be part of the final evaluation. The end result of this review will be a determination of technical acceptability or unacceptability.

c) *Responsibility* will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

- Adequate financial resources or the ability to obtain them.
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments.
- Satisfactory record of integrity and business ethics.
- Necessary organization, experience, and skills or the ability to obtain them.
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.1001.

M.1.3 Award Selection

The prices of all technically acceptable firms will then be reviewed and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1 which is incorporated by reference in Section L, award may be made based upon initial offers, without discussions.

M.2 52.217-5 EVALUATION OF OPTIONS (DEVIATION JAN 2026

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B - SERVICES AND PRICES, of this solicitation.

M.4 SEPARATE CHARGES

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

M.5 AWARD WITHOUT DISCUSSIONS

In accordance with FAR provision 52.215-1 (included in Section L of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.209(a).