REQUEST FOR QUOTE
Department of State (DoS)
DBA Rate Agreement
19AQMM26Q0155
FAR Part 12 – Commercial Services
June 2026

1. OVERVIEW OF REQUIREMENT

The purpose of this award is to enter into a rate agreement (unfunded contract) in which the contractor, hereafter referred to as the Insurer, will be the source of Workers' Compensation Insurance as required by the Defense Base Act (DBA) for all Department of State (DoS) awarded contracts. Defense Base Act (42 U.S.C. 1651 "DBA") requires federal contractors and subcontractors working outside the continental United States to provide the equivalent of workers' compensation insurance to their employees. The U.S. Government reimburses DBA insurance carriers for claims paid in connection with injuries or deaths from war hazards as defined and covered by the War Hazards Compensation Act. According to the Federal Acquisition Regulation (FAR 28.305), contracting officers must include DBA (workers' compensation) insurance in each contract approved or financed under the Foreign Assistance Act of 1961, as amended (Public Law 87-195) unless the Secretary of Labor approves a waiver of coverage.

There are two (2) Attachments to this RFQ:

- Attachment A – Statement of Work
- Attachment B – Deliverables

2. RFQ SUBMISSION INSTRUCTIONS

This RFQ is being issued via email only. To be considered for award, quotations conforming to the requirements of the RFQ must be received no later than the quote due date/time. Contractors who respond to this RFQ acknowledge and agree to all the instructions and procedures described herein.

2.1 QUOTE DUE DATE/TIME

All quotes are due by **July 31, 2026 at 1:00 PM (Eastern Time).** Quotes must be submitted to Adrienne Shade at shadeal@state.gov.

Note: The Government will begin immediate review and evaluation of the submissions following the RFQ closing date and time. Therefore, submissions or information requests about this RFQ received after the closing date and time, are considered late, and will not be accepted.

2.2 QUESTIONS

All questions regarding this requirement must be submitted via email no later than **June 30, 2026 at 1pm** to the following Contract Specialist:

Adrienne Shade – Shadeal@state.gov

2.3 GENERAL SUBMISSION INSTRUCTIONS

Contractors must submit quotes to the office and via the method specified in this solicitation at or before the exact time specified in this solicitation. At a minimum, quotes must show –

- The solicitation number;
- The name, phone number, and email address of the Contractor Point of Contact;
- The Contractor UEI
- Quotes submitted must be valid for a period of 120 calendar days and must state this in the quote;
- If the Contractor objects to any of the terms and conditions contained in this solicitation, the Contractor must state in its quote, "The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:"

  It is the sole responsibility of the contractor to identify in their quote any exceptions to the terms and conditions of the solicitation and the rationale for them. If the contractor does not include such a statement, the submission of a quotation in response to this solicitation will be regarded as the contractor's acceptance of the Government's terms and conditions, as contained in the latest amendment, for inclusion into the resultant task order.

2.4 BASIS FOR AWARD

The Government’s intent is to evaluate the submitted quotes against the criteria set forth below and then make award at the lowest cost.

NOTE: The Government anticipates selecting an awardee based upon initial quotes received; therefore, quoters are cautioned to submit their best price and technical quotes in the initial submission.

2.5 QUOTE SUBMITTAL FORMAT

The quote submission must include two separate volumes:

- Volume I - Technical Quote
- Volume II - Price Quote

Quoters are cautioned not to include assumptions, caveats, or exceptions within any part of their submission. Inclusion of assumptions, caveats, or exceptions to the requirement of any kind may result in the quote no longer being considered. Quoters should ONLY submit information explicitly requested in this RFQ.

NOTE: The Government will only review price quotes of offerors who receive a passing rating in the technical quote.

3. VOLUME 1 - TECHNICAL QUOTE

3.1 ELIGIBILITY REQUIREMENTS

In order to be eligible for consideration of award, Offerors must meet all of the below requirements. Offerors must submit written documentation as evidence of these requirements.

a) The Offeror is a licensed insurance company incorporated or legally organized in any of the fifty States or the District of Columbia, having its principal place of business in one or more of them.

b) The Offeror is on the United States Department of Labor list of insurance carriers approved to provide Defense Base Act insurance. http://www.dol.gov/ofccp/ofcpinfo.htm

3.2 TECHNICAL FACTORS

The Technical Factor is listed below.

1. Corporate Capabilities (Pass/Fail)

The Technical Quote must be a written submission limited to a total of 5 single-spaced pages, letter size pages. Anything over the respective page limits will not be considered. Number the pages consecutively and use an 11-point font size in an easily readable font, such as Times new Roman. The page limitations are to be broken down as follows:

3.2.1 FACTOR 1: CORPORATE CAPABILITIES

(Pass/Fail Criteria)
The Offeror must demonstrate its ability to simultaneously manage the large number of insurance coverage requests anticipated under the resulting contract. The Offeror must demonstrate the degree to which it has experience handling claims resulting DBA insurance claims.

The Offeror must submit information to show that they are a licensed insurance company incorporated or legally organized in any of the fifty States or the District of Columbia, having its principal place of business in one or more of them.
The Offeror must show that they are on the United States Department of Labor list of insurance carriers approved to provide Defense Base Act insurance.
http://www.dol.gov/ofccp/ofcpinfo.htm

4. VOLUME 2 – PRICE QUOTE

Quoters must submit a Price Quote, utilizing the following format:

The Insurer will use the following rates for this contract:

BASE – 2 years			
CLIN	Description	Price	Application
001A	Services	$TBD	Per $100 of employee salary
001B	Construction	$TBD	Per $100 of employee salary
001C	Security	$TBD	Per $100 of employee salary

OPTION PERIOD 1 (1 YEAR)

● **Scenario A.** If, as of 3 months prior to Option Year 1 Inception, total loss ratio on the program is less than or equal to 32% (excluding any losses reimbursable through the War Hazard Compensation Act), the following rates apply

OPTION PERIOD 1– 1 year			
CLIN	Description	Price	Application
101A	Services	$TBD	Per $100 of employee salary
101B	Construction	$TBD	Per $100 of employee salary
101C	Security	$TBD	Per $100 of employee salary

● **Scenario B.** If, as of 3 months prior to Option Year 1 Inception, total loss ratio on the program is greater than 32% (excluding any losses reimbursable through the War Hazard Compensation Act), the following rates apply:

OPTION PERIOD 1– 1 year			
CLIN	Description	Price	Application
101D	Services	$TBD	Per $100 of employee salary
101E	Construction	$TBD	Per $100 of employee salary
101F	Security	$TBD	Per $100 of employee salary

OPTION PERIOD 2 (1 YEAR)

● **Scenario A**. If Option Period 1, Scenario A is not exercised, but as of 3 months prior to Option Year 2 inception, total loss ratio on the program is less than or equal to 37% (excluding any losses reimbursable through the War Hazard Compensation Act), the following rates apply:

OPTION PERIOD 2 – 1 year			
CLIN	Description	Price	Application
201A	Services	$TBD	Per $100 of employee salary
201B	Construction	$TBD	Per $100 of employee salary
201C	Security	$TBD	Per $100 of employee salary

● **Scenario B.** If Option Period 1, Scenario A is not exercised, but as of as of 3 months prior to Option Year 2 inception, total loss ratio on the program is greater than 37% (excluding any losses reimbursable through the War Hazard Compensation Act), the following rates apply:

OPTION PERIOD 2 – 1 year			
CLIN	Description	Price	Application
201D	Services	$TBD	Per $100 of employee salary
201E	Construction	$TBD	Per $100 of employee salary
201F	Security	$TBD	Per $100 of employee salary

● **Scenario C.** If Option Period 1, Scenario A is exercised and as of as of 3 months prior to Option Year 2 inception, the total loss ratio on the program is less than or equal to 37% (excluding any losses reimbursable through the War Hazard Compensation Act), the following rates apply:

OPTION PERIOD 2 – 1 year			
CLIN	Description	Price	Application

201D	Services	$TBD	Per $100 of employee salary
201E	Construction	$TBD	Per $100 of employee salary
201F	Security	$TBD	Per $100 of employee salary

● **Scenario D.** If Option Period 1, Scenario A is exercised, but as of as of 3 months prior to Option Year 2 inception, total loss ratio on the program is greater than 37% (excluding any losses reimbursable through the War Hazard Compensation Act), the following rates apply:

OPTION PERIOD 2 – 1 year			
CLIN	Description	Price	Application
201G	Services	$TBD	Per $100 of employee salary
201H	Construction	$TBD	Per $100 of employee salary
201G	Security	$TBD	Per $100 of employee salary

OPTION PERIOD 3 (1 YEAR)

● **Scenario A.** If Option Period 2, Scenario A, Scenario C, or Scenario D are exercised, but as of as of 3 months prior to Option Year 2 inception, total loss ratio on the program is less than or equal to 42% (excluding any losses reimbursable through the War Hazard Compensation Act), the following rates will apply, regardless of the incurred loss ratio:

OPTION PERIOD 3 – 1 year			
CLIN	Description	Price	Application
301A	Services	$TBD	Per $100 of employee salary
301B	Construction	$TBD	Per $100 of employee salary
301C	Security	$TBD	Per $100 of employee salary

● **Scenario B.** If Option Period 2, Scenario A, Scenario C, or Scenario D are not exercised, but as of 3 months prior to Option Year 3 inception, total loss ratio on the program is less than or equal to 42% (excluding any losses reimbursable through the War Hazard Compensation Act), the following rates apply:

OPTION PERIOD 3 – 1 year			
CLIN	Description	Price	Application
301D	Services	$TBD	Per $100 of employee salary
301E	Construction	$TBD	Per $100 of employee salary
301F	Security	$TBD	Per $100 of employee salary

● **Scenario C.** If Option Period 2, Scenario A or Scenario C are not exercised, but as of 3 months prior to Option Year 3 inception, total loss ratio on the program is greater than 42% (excluding any losses reimbursable through the War Hazard Compensation Act), the following rates apply:

OPTION PERIOD 3 – 1 year			
CLIN	Description	Price	Application
301G	Services	$TBD	Per $100 of employee salary
301H	Construction	$TBD	Per $100 of employee salary
301I	Security	$TBD	Per $100 of employee salary

The Insurer shall categorize employees using the following descriptions:

SERVICES EMPLOYEES (excluding Security Employees, Construction Employees, and Aviation Employees): Workers, either professional (e.g., registered professional engineers, licensed medical personnel, etc.) or non-professional, whose efforts are to accomplish discrete, often recurring, tasks that are not intended to result in an end-item of supply or a complete and useable facility. Such workers include, but are not limited to, information technology systems operators, consultants in any discipline, unarmed security personnel, architects, office administrators, researchers, cafeteria workers, nurses, maintenance personnel, drivers, housekeepers, medical technicians, groundskeepers, hospital administrators, doctors, nurses, etc.

CONSTRUCTION EMPLOYEES: Workers whose efforts are customarily associated with construction projects for complete and useable facilities or complete and useable alterations to existing facilities. Such workers include, but are not limited to, laborers, equipment operators, electricians, carpenters, painters, welders, concrete workers, steel workers, roofers, interior finishers, plumbers, glazers, etc.

SECURITY EMPLOYEES: Workers who are armed and charged with the security of specific persons; property and/or facilities, including movement or transportation of persons and/or property between secure locations.

AVIATION EMPLOYEES: For contracts that include aviation, ground crew shall be categorized as Construction, and flight crew shall be categorized as Security.
NOTE 1: For purposes of Contract No. TBD, employee salary includes wages, meaning the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the Internal Revenue Code of 1954 [26 USC §§ 3 1 01 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited to) employer payments for or contribution to a retirement, pension, health and welfare, life

insurance, training, social security or other employee or dependent benefit plan for the employee's or dependent's benefit, or any other employee's dependent entitlement.
NOTE 2: The Secretary of Labor's current National Average Weekly Wage (NAWW) shall be used as the maximum applicable salary to determine premium rates. DoS limits the maximum compensation rate to claimants to 200 percent of the NAWW. The current NAWW can be found at http://www.dol.gov/owcp/dlhwc/nawwinfo.html.

Attachment A – Scope of Work

C.1. PURPOSE:

The purpose of this award is to enter into a contract in which the contractor, hereafter referred to as the Insurer, will be the source of Workers' Compensation Insurance as required by the Defense Base Act (DBA) for all DoS managed contracts.

Defense Base Act (42 U.S.C. 1651 "DBA".) requires federal contractors and subcontractors working outside the continental United States to provide the equivalent of workers' compensation insurance to their employees. The U.S. Government reimburses DBA insurance carriers for claims paid in connection with injuries or deaths from war hazards.

According to the Federal Acquisition Regulation (FAR 28.305), contracting officers must include DBA (workers' compensation) insurance in each contract approved or financed under the Foreign Assistance Act of 1961, as amended (Public Law 87-195) unless the Secretary of Labor approves a waiver of coverage.

C.2. STATEMENT OF WORK:

Under all Department of State (DoS) managed contracts involving any overseas performance, the Insurer is required by law to provide overseas employees with insurance coverage pursuant to the Longshoremen's and Harbor Workers' Compensation Act (commonly called the "Defense Base Act" or DBA) (42 U.S.C. 1651 et seq.). DBA coverage applies to individuals employed under DoS contracts or subcontracts or subordinate contracts regardless of the duration of their assignment. Insurance coverage is required for employees of contractors (and their subcontractors) unless a waiver has been obtained from the U.S. Department of Labor. However, the waiver does not apply to any employee who is:

1. Hired in the United States;
2. A resident of the United States; or
3. A citizen of the United States.

All DoS contractors shall procure DBA Insurance through the Insurer (whether renewing coverage or obtaining new coverage) for every DoS funded contract. DoS contracts for services with individuals working outside the United States are also subject to DBA coverage. However, personal services contractors (PSCs) are exempt from Defense Base Act coverage. PSCs are covered by the Federal Employees Compensation Act.

DoS agrees to insert language into its contracts requiring eligible awardees under those instruments to procure DBA insurance exclusively from the Insurer.

The Insurer fully understands, acknowledges, accepts and agrees that the United States Government is not liable for any payments whatsoever to the contractor of the DoS award under, or related to, or as a result of, this Agreement, including breach thereof.

The Insurer also fully understands, acknowledges, accepts and agrees that the United States Government does not warrant the payment of insurance premiums (to the Insurer by eligible contractors that purchase DBA insurance from the Insurer).

No United States funds whatsoever are, or will be, obligated or expended by DoS under, or related to, or as a result of this Agreement, including breach thereof.

DoS does not make any representation as to the amount of premiums the Insurer will eventually collect from eligible contractors or the number of eligible contractors that will purchase insurance from the Insurer during the term of this Agreement.

DoS will not order coverage on behalf of, or for, any contractor or subcontractor.

C.3 CLAIMS HANDLING STANDARDS:

The Insurer shall handle all DBA claims arising under the policies issued pursuant to this Agreement with the reasonable standard of care. This includes, without limitation, the following:

- Timely acknowledgment, investigation, and adjudication of claims in accordance with LHWCA/DBA and applicable OWCP procedures;
- Appropriate and timely contesting of claims that lack merit or involve fraud, misrepresentation, or non-covered injuries;
- Avoidance of unreasonable claim payments, inflated settlements, or decisions that would increase DoS's indirect exposure through WHCA reimbursement obligations; and
- Compliance with all OWCP reporting and filing deadlines.

C.4 WAIVERS:

Waivers from Defense Base Act can be requested from the District Director, U.S. Department of Labor, Longshore District Office 5, Norfolk at the following address:

U.S. Department of Labor

OWCP/DLHWC

Federal Building, Room 212
200 Granby Mall
Norfolk, VA 23510
Phone: (757) 441-3071
Fax: (757) 441-6909
http://www.dol.gov/owcp/dlhwc/lscontac.htm
Existing waivers can be found on the Department of Labor website.

C.5 GRANTS AND COOPERATIVE AGREEMENTS:

DBA coverage is not required for grants and cooperative agreements. However, DBA coverage is required for contracts awarded under grants and cooperative agreements. Though DoS cannot compel recipients of grants and cooperative agreements to purchase DBA coverage, DoS encourages recipients of grants and cooperative agreements to purchase DBA coverage. The Insurer will provide DBA coverage to recipients at the same rates as provided to DoS contractors.

C. 6 SUBCONTRACTORS:

Insurance policies sold by the Insurer shall contain a provision that subcontractors at any tier of the DoS contractor under the same DoS contract shall be covered by the policy if those subcontractors have been scheduled on the policy, at issuance or later by endorsement, and for whom premiums have been paid.

C.7 MINIMUM PREMIUM:

The Insurer shall not assess minimum premiums. Insurer will apply the agreed upon rates regardless of number of employees on policy.

C.8 FIXED RATES:

The Insurer shall sell policies to eligible contractors at rates no higher than the fixed rates established under Section B.4 of this Contract.

C.9 WAR HAZARDS COMPENSATION ACT (WHCA):

The War Hazards Compensation Act (WHCA) completes the protection provided to Government contractors' employees and certain other selected employees performing work outside the United States. All liability for injury, death and detention benefits under the WHCA is assumed by the Federal Government and is paid from the Employees' Compensation Fund established by 5 U.S.C. 8147. Under Section 104 of the WHCA, an insurance carrier, self-insured employer, or a compensation fund may claim reimbursement from the Employees' Compensation Fund for benefits paid on cases approved under the Defense Base Act (DBA) if it can be shown that the injury or death was due to a war-risk hazard.

The U.S. Government assumes all liability for injury or death that results from a war-risk hazard. A claim for reimbursement filed by the Insurer will be denied if it is found that the benefits paid or payable were on account of injury, detention or death which arose from a war-risk hazard for which a premium (which included an additional charge or loading for such hazard) was charged; or where the Insurer has been reimbursed, paid, or compensated for the loss for which reimbursement is claimed.

The Insurer agrees and certifies that the rates in this contract are not loaded for war risk hazards or claim administration related to war-risk hazards.

C.10 Indemnification for Carrier Negligence or Misconduct:

C.10.1. The Insurer shall indemnify, defend, and hold harmless the Department of State, its officers employees, and agents from and against any losses, costs, penalties, or damages (including reasonable attorney fees) incurred by DOS that arise from:

- The Insurer's negligent or wrongful handling of any DBA claim arising under a policy issued pursuant to this Agreement;
- The Insurer's failure to contest a claim that a reasonable, experienced DBA insurer would have contested, resulting in an improper WHCA reimbursement obligation;
- The Insurer's submission of a WHCA reimbursement claim that is inaccurate, inflated, or not properly attributable to a war-risk hazard;
- The Insurer's failure to maintain required insurance or financial security is required; or
- The Insurer's material breach of any provision of this Agreement.

C.10.2. Exclusions. This indemnification does not extend to: a) DBA benefits lawfully paid by the Insurer on behalf of a covered contractor pursuant to a valid claim; (b) WHCA reimbursement obligations arising from a properly documented war-risk hazard claim; or (c) losses attributable to the Department's own acts or omissions.

Attachment B - Deliverables

The Insurer shall submit the following deliverables to the COR within 20 days of the end of the reporting period. The contractor must use Fiscal Years for reporting purposes. The first annual report will cover from the date of the contract to the end of the fiscal year. The last report will cover from the start of the final fiscal year to the end of the contract period.

Quarterly Plain English Report to include:
A. Summary of the past quarter and year to date indicating premiums paid, claims filed, losses incurred.
B. Brief explanation of the circumstances of each claim (two-four sentences such as car crash, construction accident) for the quarter and to date.
C. Plain English definition of industry terms contained in all submitted reports.
D. Current loss ratio to date under the contract along with the ratios that would cause a premium increase or decrease.
E. Number of war hazard claims per quarter and to date.

Quarterly Premium Report to include:
A. Name of each contractor
B. State or USAID contract number
C. Contractor's DBA insurance policy number
D. Listing by the contractor of total premiums paid for the quarter
E. Listing by the contractor of the total premiums paid to date

Quarterly Refund Report to include:
A. Name of contractor
B. Amount and date of refund
C. State or USAID award number
D. Reason for Refund

Semi-Annual Premium/Loss Experience Report to include:
A. Name of contractor
B. Nature and date of loss
C. Categorization of Loss by Labor Category
D. Claim amount for each individual loss (amount paid to date and amount held in reserve)
E. Nature of each loss whether loss is medical claim of accident claim

Annual Loss Experience Report to include:
A. Name of each contractor
B. State or USAID contract number
C. Contractor's DBA insurance policy number
D. Listing by the contractor of total premiums paid for the previous 12-month period
E. Listing by the contractor of the total premiums paid to date
F. Listing by the contractor of the nature and date of each loss
G. Listing by contractor of total claim amount for each individual loss (amount paid to date and amount held in reserve) (the listing should reflect adjustments, premiums and reserves)

H. Total premiums paid to date
I. Total loss to date
J. In the event that the risk/loss ratio claim is under 50%, Insurer will provide a report up to one page explaining the reason for the percentage as an annex to this report
K. Summary of challenges, accomplishments, areas that may need additional focus, and any adjustments in rates per the National Average Weekly Wages (NAWW) (https://www.dol.gov/agencies/owcp/dlhwc/NAWWinfo)
L. Total amount dollar amount of refunds given to contractors identified by State or USAID contract number

Award Close-out Adjusted Premium Amount Reports to include:
A. Listing of contractor
B. State or USAID award number
C. Listing of total adjusted premiums paid for term of contractor's award with State or USAID
D. Listing of total refunds provided by Insurer to contractor for term of contractor's award with State or USAID
E. Dates of refunds made to contractor
F. Listing of adjusted premiums and refunds based on the policy period with contractor