SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING

PAGE OF PAGES: 1 | 92

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	19AQMM26R0167	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	06/08/2026	

7. ISSUED BY
BUREAU OF GLOBAL ACQUISITIONS (GA)
1200 Wilson Blvd., SA-6B
ATTN: GA
ARLINGTON, VA 22209

CODE GAAM_

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "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 item 8, or if hand carried, in the depository located in _____ until *10:00 ET* (Hour) local time *07/08/2026* (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION E-MAIL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	Lesley A Stewart	771-204-3496	StewartLA@state.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
X	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE					
X	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	

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 *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS(%)	20 CALENDAR DAYS(%)	30 CALENDAR DAYS(%)	0 CALENDAR DAYS(%)
	0.00 %	0.00 %	0.00 %	0.00 %

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

15A. NAME AND ADDRESS OF OFFEROR	CONTACT:	UEI:	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or Print)*

15B. TELEPHONE NUMBER			☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION			

AWARD (To be completed by Government)

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

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: ☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM

24. ADMINISTERED 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
Lesley A Stewart	Lesley Antoinette Stewart — Digitally signed by Lesley Antoinette Stewart Date: 2026.06.08 14:13:57 -04'00'	06/08/2026

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

Section A - Solicitation/Contract Form

Line Item Summary	Solicitation Number: 19AQMM26R0167	Contract Number:	Title: Lodging for Interns and Foreign Svc Program		Date of Solicitation: 06/08/2026

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
001	PSC: V999 PSC Description: TRANSPORTATION/TRAVEL/ RELOCATION- OTHER: OTHER Type of Contract Pricing: Firm Fixed Price	1.0	EA	$0.00	$0.00
	Description: CLIN 0001 (Base Year) Extended Stay/Corporate Accommodations				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
002	PSC: V999 PSC Description: TRANSPORTATION/TRAVEL/ RELOCATION- OTHER: OTHER Type of Contract Pricing: Firm Fixed Price	12.0	MO	$0.00	$0.00
	Description: CLIN 0002 (Base Year) Shuttle Services				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	PSC: V999 PSC Description: TRANSPORTATION/TRAVEL/ RELOCATION- OTHER: OTHER Type of Contract Pricing: Firm Fixed Price	1.0	EA	$0.00	$0.00
	Description: CLIN 1001 (Option Year 1) Extended Stay/Corporate Accommodations				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	PSC: V999 PSC Description: TRANSPORTATION/TRAVEL/ RELOCATION- OTHER: OTHER Type of Contract Pricing: Firm Fixed Price	12.0	MO	$0.00	$0.00
	Description: CLIN 1002 (Option Year 1) Shuttle Services				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2001	PSC: V999 PSC Description: TRANSPORTATION/TRAVEL/ RELOCATION- OTHER: OTHER Type of Contract Pricing: Firm Fixed Price	1.0	EA	$0.00	$0.00
	Description: CLIN 2001 (Option Year 2) Extended Stay/Corporate Accommodations				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2002	PSC: V999 PSC Description: TRANSPORTATION/TRAVEL/ RELOCATION- OTHER: OTHER Type of Contract Pricing: Firm Fixed Price	12.0	MO	$0.00	$0.00
	Description: CLIN 2002 (Option Year 2) Shuttle Services				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3001	PSC: V999 PSC Description: TRANSPORTATION/TRAVEL/ RELOCATION- OTHER: OTHER Type of Contract Pricing: Firm Fixed Price	1.0	EA	$0.00	$0.00
	Description: CLIN 3001 (Option Year 3) Extended Stay/Corporate Accommodations				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3002	PSC: V999 PSC Description: TRANSPORTATION/TRAVEL/ RELOCATION- OTHER: OTHER Type of Contract Pricing: Firm Fixed Price	12.0	MO	$0.00	$0.00
	Description: CLIN 3002 (Option Year 3) Shuttle Services				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4001	PSC: V999 PSC Description: TRANSPORTATION/TRAVEL/ RELOCATION- OTHER: OTHER Type of Contract Pricing: Firm Fixed Price	1.0	EA	$0.00	$0.00
	Description: CLIN 4001 (Option Year 4) Extended Stay/Corporate Accommodations				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4002	PSC: V999 PSC Description: TRANSPORTATION/TRAVEL/ RELOCATION- OTHER: OTHER Type of Contract Pricing: Firm Fixed Price	12.0	MO	$0.00	$0.00
	Description: CLIN 4002 (Option Year 4) Shuttle Services				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
5001	PSC: V999 PSC Description: TRANSPORTATION/TRAVEL/ RELOCATION- OTHER: OTHER Type of Contract Pricing: Firm Fixed Price	1.0	EA	$0.00	$0.00
	Description: CLIN 5001 (Six-Month Option to Extend Services) Extended Stay/Corporate Accommodations				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
5002	PSC: V999 PSC Description: TRANSPORTATION/TRAVEL/ RELOCATION- OTHER: OTHER Type of Contract Pricing: Firm Fixed Price	6.0	MO	$0.00	$0.00
	Description: CLIN 5002 (Six-Month Option to Extend Services) Shuttle Services				

	CLIN Funding:	Cost:
Base Totals:	$0.00	$0.00
Exercised Options Totals:	$0.00	$0.00
Unexercised Options Totals:	$0.00	$0.00
Base and Options Totals:	$0.00	$0.00

52.252-2 - Clauses Incorporated by Reference (Feb 1998)

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

http://acquisition.gov/far/index.html DOSAR clauses may be accessed at:
http://statebuy.state.gov/dosar/dosartoc.htm

[Insert one or more Internet addresses]
(End of clause)

Clause	Title	Fill-ins
52.203-3	Gratuities (Apr 1984)	
52.204-27	Prohibition on a ByteDance Covered Application (Jun 2023)	
52.215-19	Notification of Ownership Changes (DEVIATION FEB 2026)	
52.224-1	Privacy Act Notification (Apr 1984)	
52.224-2	Privacy Act (Apr 1984)	
52.229-3	Federal, State and Local Taxes (Feb 2013)	
52.232-1	Payments (Apr 1984)	
52.232-8	Discounts For Prompt Payment (Feb 2002)	
52.232-9	Limitation on Withholding of Payments (Apr 1984)	
52.232-18	Availability of Funds (Apr 1984)	
52.232-23	Assignment of Claims (May 2014)	
52.232-25	Prompt Payment (Jan 2017)	
52.242-13	Bankruptcy (July 1995)	
52.243-1	Changes-Fixed-Price (DEVIATION JUL 2025)	
52.244-2	Subcontracts (Jun 2020)	
52.246-25	Limitation of Liability-Services (Feb 1997)	
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)	
52.253-1	Computer Generated Forms (DEVIATION FEB 2026)	

B-001 - SUPPLIES OR SERVICES AND PRICES/COSTS

Part I: The schedule
SECTION A - SOLICITATION/CONTRACT FORM
Standard Form (SF)-33 is attached.
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS
B.1 Overview

The Contractor shall support the Department of State (DOS) **Permanent Change of Station (PCS) Lodging Program** by providing long-term, temporary, fully furnished lodging in the Washington, D.C.–Maryland–Virginia (DMV) area for DOS-sponsored personnel, as defined in Section C.1. This includes, but is not limited to:

1. DOS-sponsored personnel assigned for training at the National Foreign Affairs Training Center (NFATC), located at 4000 Arlington Boulevard, Arlington, VA 22204;
2. DOS-sponsored personnel on medevac orders to the Washington, D.C. area; and
3. Other DOS-sponsored personnel lodging needs in the Washington, D.C. area, as requested by the Contracting Officer's Representative (COR).

The Contractor shall also provide shuttle transportation services for DOS-sponsored personnel between the Contractor's proposed residential properties and the training sites identified at the task order level. In addition, upon request, the Contractor shall provide shuttle transportation between the residential properties and DOS Headquarters at 2201 C Street NW, Washington, D.C. 20520, for the first day of new employee orientation classes and for special occasions, not to exceed two trips per incoming class.

B.2 Type of Contract (small business set-aside)

a. This is a multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract, as defined in Federal Acquisition Regulation (FAR) 16.504 (Indefinite-Quantity Contracts).
b. This contract is for commercial products and commercial services, as defined in FAR 2.101 (Definitions) and as described in FAR part 12 (Acquisition of Commercial Products and Commercial Services).
c. Specific tasks or work to be performed will be identified at the task order (TO) level. Note: "TO" is used predominantly throughout this contract. However, the Government reserves the right to issue delivery orders, also. Where a contract term or condition references "TO," such term or condition shall apply, also, to "delivery order."
d. Subject to the limitations identified in FAR 12.207 (Contract Type) for commercial products and commercial services and this contract, the TO type(s) for an individual TO will be one or a combination identified in FAR part 16 (Types of Contracts), and Section B.3 of this contract, depending on one or more of the factors identified in FAR 16.104 (Factors in Selecting Contract Types). Currently, the following types are permissible:

a. 1. 1. Firm-Fixed-Price [FAR 12.207(a) and FAR 16.202]
2. Fixed-Unit-Price [B.3]

a. If a TO will be performance-based, as described in FAR subpart 37.6 (Performance-based Acquisition), its requirements will be conveyed and administered at the TO level.

B.3 Fixed-Unit-Price Contract Type Description

a. Definitions for the purposes of this Fixed-Unit-Price Contract.

a. 1. *Fixed-Unit-Price* means the price(s) prescribed in the contract for payment for room nights that meet(s) the qualifications specified in the contract that are-
Performed by the contractor;
2. Performed by the subcontractors; or
3. Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

Room Night means lodging accommodations provided to individual travelers, and their families, in accordance with the requirements of this contract and the Federal Travel Regulation and DOS standardized regulations.

Traveler means an employee or intern of the Department of State, and eligible family members (see 14 FAM 511.3), traveling to the Washington DC metro area to receive professional training.

b. Description. For the purposes of this contract a Fixed-Unit-Price contract type provides for acquiring supplies on the basis of a fixed-unit-price per Room Night that includes direct expenses, overhead, general and administrative expenses, and profit.

c. Fixed-Unit-Price This contract shall specify a fixed price per Room Night in the schedule.

B.4 Contract Line-Item Number (CLIN) Structure

The following is the list of CLINs, which will be used, as applicable, at the task order level. Any additional CLINs will be established at the task order level and/or IDIQ level.

CLIN	Description	Contract Reference
X001	**Extended Stay, Corporate Accommodations**	
X002	**Shuttle Services**	

B.5 PERCENTAGE DISCOUNT PRICES/COSTS

a. The fixed daily rate for the room nights for the Base year and Option years shall be expressed as a percentage discount from the monthly Washington DC/VA per diem rate published by GSA. The discount shall apply for the Base year and all Option years.

b. The room rate for each contract year will be adjusted on October 1st of that year by applying the contractually established discount to the published GSA lodging rate for each month. The Fixed-Unit-Price per room night shall be adjusted based upon the GSA per diem rates published each year.

c. The negotiated lodging prices are located in Section J's Attachment A (Lodging Pricing Table).

B.6 Minimum and Maximum Contract Quantities

a. Pursuant to FAR 16.504(a)(4)(ii) (Indefinite-Quantity Contracts), the contract's minimum quantity is $10,000.00 (inclusive of all direct costs, indirect costs, and profit/fee). The Government shall meet the minimum quantity through the issuance of task order(s) within the contract's period of performance. The exercise of a contract option or extension period does not re-establish the minimum quantity. The minimum quantity applies to each contract.

a. Pursuant to FAR 16.504(a)(4)(ii) (Indefinite-Quantity Contracts), the contract's maximum quantity is $200,000,000.00 (inclusive of all direct costs, indirect costs, and profit/fee). The maximum quantity is cumulative among Task Orders and their periods of performance, including any extension periods.

B.7 Selected Cost/Price-Related Laws

a. This contract is not subject to the Service Contract Labor Standards (SCLS) statute (41 U.S.C. Chapter 67), because the principal purpose of the contract is not to furnish services in the United States through the use of service employees.

However, the SCLS statute may apply, in part or entirely, to a given TO. In such a case, the TO solicitation will identify such applicability. If the TO solicitation does not identify that the SCLS statute applies in part or entirely, but the Contractor disagrees, the Contractor, within five business days of its receipt of the TO solicitation, shall notify the Contracting Officer in writing of anticipated SCLS-covered labor (from the Contractor or any proposed subcontractor).

a. The Truthful Cost or Pricing Data statute (41 U.S.C. Chapter 35) did not apply for award of this contract. The Government did not require and rely upon certified cost or pricing data, as described in FAR subpart 15.4 (Contract Pricing), for award of the contract because the contract is for commercial products and commercial services [reference FAR 15.403-1(b)(3)]. Instead, where applicable, the Government required and relied upon data other than certified cost or pricing data.
b. Pursuant to 48 CFR 9903.201-1(b)(6) (CAS Applicability), this contract is not subject to the Cost Accounting Standards (41 U.S.C. chapter 15).

B.8 Advance Understanding

a. At the TO level, when payment is made based on actual hours or costs incurred (i.e., labor-hour type, time-and-materials type, fixed-price with economic price adjustment type when payment adjustments based on actual costs of labor or material), the Government will not reimburse costs for cost elements for which there were no estimated costs. Exceptions must be issued in writing by the Contracting Officer.

A "cost element" is "a cost that is directly associated with a monetary flow and captured in the contractor's cost accounting system." For example, the name of a specific labor category (e.g., Business Analyst), direct material (e.g., training materials), ODC (e.g., DBA insurance), and indirect cost rate description (e.g., fringe benefits), rather than a category (e.g., Labor, Direct Materials, ODCs, Indirect Costs), would be considered a cost element.

a. The negotiated prices for each TO shall include all costs associated with local laws. If a change in a local law(s) or new local law(s) occurs after TO award, the Government may consider a request for equitable adjustment.

Any adjustment will be limited to reflect the Contractor's actual increase or decrease in applicable wages and other costs to the extent that the increase is made to comply with the changed or new local law(s), or the decrease is voluntarily made by the Contractor while complying with the changed or new local law(s), respectively.

For example, the prior year local law required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10 per hour. The changed local law increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $0.40 per hour ($4.50 minus $4.10).

a. While compensation costs and compensation-related taxes that are a liability of the Contractor are generally allowable, income taxes on compensation costs are unallowable when such taxes are a liability of the employee and not the Contractor.

For example, if Contract Year 1 is February 1, 2024, through January 31, 2025, and TO Year 1 is June 1, 2024, through May 31, 2025, Contract Year 1's pricing information will be used in the TO from June 1, 2024, through January 31, 2025, and Contract Year 2's pricing information will be used for the remainder of TO Year 1 (from February 1, 2025, through May 31, 2025).

a. If any TO effective period exceeds the expiration date of the contract, the Government will pay the rates and percentages negotiated in the TO for such period. However, the Government will pay during such period any labor rates or prices that have been adjusted in accordance with any applicable terms contained in this contract.
b. The Contractor shall be solely responsible for payment of any and all taxes, duties, storage, and other charges that are assessed as a result of the Contractor's fault, negligence, or failure to follow the instructions provided by the Contracting Officer or authorized representative.
c. Any direct costs associated with TO preparation are unallowable.
d. Any direct costs incurred prior to or after the TO effective period are unallowable.
e. The Contracting Officer's determination of the allowability of training costs shall be governed by the applicable sections in the FAR (e.g., FAR 31.205-44, FAR 31.205-43). The Contractor shall provide fully trained employees capable of successfully performing all tasks assigned to them under each TO. The Contractor shall obtain advance written approval from the Contracting Officer for any training that will be directly charged to any TO issued under this contract.
f. The Contractor shall be responsible, at its own expense, for loss and/or damage to Government property or Government personnel resulting from Contractor fault or negligence, or from the fault or negligence of any Contractor personnel.
g. Costs arising from damage to Government property, including repairs of damage to Government-owned or leased vehicles (GOV), arising from Contractor neglect, accident, or abuse while using the GOV, shall be the responsibility of the Contractor. Such costs are unallowable.
h. The Contractor personnel under this contract are not considered "federal employees" for purposes of the Federal Tort Claims Act (28 U.S.C. chapter 171 and 28 U.S.C. 1346). All third-party tort claims relating to Contractor use of Government-owned or leased

vehicles (GOV) shall be the sole responsibility of the Contractor, and the DOS will pass such claims to the Contractor for disposition. Costs in such claims are unallowable.

i. The Government shall have no responsibility or liability for payment of any wages or benefits to Contractor employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits, which may subsequently arise.

(END OF SECTION B)

C-001 - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

Department of State personnel with or without family members (henceforth referred to as DOS-sponsored personnel) who do not ordinarily reside in the DMV are regularly required to spend time in the DMV for training, pre-departure, medical reasons, evacuation status, or other reasons. DOS-sponsored personnel require temporary lodging during these times. The Program, established to facilitate provision of temporary lodging is the Permanent Change of Station (PCS) Lodging Program.

The Department of State Program Office for the PCS Lodging Program at the Department of State is the PCS Office, (henceforth referred to as the "PCS Office").

C.2 PURPOSE

The primary purpose of this contract is to obtain temporary lodging for DOS-sponsored personnel assigned to training, prior to departing for an overseas tour of duty, during transition to a domestic assignment, or temporarily in the DMV to receive medical treatment or on evacuation orders from an overseas post, as well as any other needs in the DMV as requested by the Contracting Officer’s Representative.

The expected outcome of this contract is to reduce financial burden on DOS-sponsored personnel who are authorized lodging per diem according to Department policy and to provide quality temporary lodging at the best possible price. This program will eliminate the financial disincentive that would otherwise accompany lengthy training programs, assignment transitions, or temporary stays in the DMV area for medical or other reasons.

The contractor shall provide a Fixed-Unit-Price room rate per night, at a suggested percentage of 35 percent of the prevailing monthly lodging per diem rates established by GSA for the Non-Standard Area of Washington, DC. Length of stay may vary from one night to 365 nights.

C.3 SCOPE OF SUPPORT - GENERAL

C.3.1 Provision of Lodging Accommodations

The Contractor shall provide all lodging necessary as identified in Section B of this contract. It is anticipated that the Contractor will subcontract with other small or large businesses to provide the full range and numbers of room nights required.

C.3.2 Suitability of Housing

The Contractor shall provide suitable temporary lodging as listed in the paragraphs below. Lodging must meet all the requirements as stipulated in the underlying Scope of Work.

C.3.3 Reservations, Check-in, and Reports

a. Reservations:

- The Contractor shall provide a web-based reservation service for use by DOS-sponsored personnel which will be backed up by email and US-wide toll-free telephone service.
- The Contractor shall respond to all reservations and inquiries within one (1) business day.
- The Contractor shall provide a central office responsible for processing reservations from DOS-sponsored personnel.
- The Contractor shall confirm reservations by email at the Fixed-Unit-Price room rate per night provided in Section B only via PCSLodgingProgram@state.gov.
- The Department of State will only honor reservations which are authorized to the vendor via PCSLodgingProgram@state.gov.
- The following steps constitute an authorized reservation:
- The DOS-sponsored personnel informs the Contractor of check-in date, family size, and length of stay;
- The Contractor verifies the information via PCSLodgingProgram@state.gov.
- The PCS Office confirms the authorized check-in date, family size, and authorized unit size, and authorized length of stay.
- The PCS Office establishes the unit size criteria (e.g., studio, one bedroom, two bedroom, three bedroom) as a point of policy for DOS-sponsored personnel and may amend these criteria at any time. The PCS Office will provide updated unit size criteria to the Contractor as needed, and the Contractor shall provide DOS-sponsored personnel with the unit-size requested by the PCS office.

The Contractor shall maintain sufficient inventory to offer all required unit sizes identified in this contract. When the PCS Office specifies a particular unit size for a DOS sponsored traveler, the Contractor shall provide that unit size unless it is temporarily unavailable due to documented lack of inventory. In such cases, the Contractor shall:

1. Immediately notify the PCS Office of the unavailability; and
2. Propose a larger unit size, at a rate not to exceed CLIN X001, lodging rate, for PCS Office approval. The Contractor shall not decline to provide a required unit size as a matter of policy or preference.

Reservations may be amended during the term of stay as authorized via PCSLodgingProgram@state.gov.

b. Check-in:

- The Contractor shall inform DOS-sponsored personnel of their obligation to self-pay for any unauthorized dates. Unauthorized dates subject to self-pay are any days for which DOS-sponsored personnel do not have a Travel Authorization (commonly referred to by DOS-sponsored personnel as TMFOUR, E2, or Orders), weekdays on which DOS-sponsored personnel are not enrolled in and attending training in accordance with 14 FAM 574.5-2

Leave of Absence. For DOS-sponsored personnel on medical or evacuation travel (commonly referred to as MEDEVAC, and AD/OD respectively), unauthorized dates are any dates which do not fall within the authorized medical evacuation or other evacuation period. The Department of State bears no responsibility for a) making payment for dates which are unauthorized and subject to self-pay; and b) collecting or assisting the Contractor in collection efforts for dates which are unauthorized and subject to self-pay.

- The Contractor shall require DOS-sponsored personnel to execute a lease agreement which must stipulate that:

a. Only authorized leasing costs will be direct-billed to the Department of State.

b. DOS-sponsored personnel are financially responsible for any dates that are agreed upon in advance as unauthorized dates subject to self-pay, and any dates that are subsequently determined by the PCS Office to be unauthorized and subject to self-pay.

c. DOS-sponsored personnel are financially responsible for any additional fees levied by the Contractor such as for early check-in or late check out, for parking, housekeeping, or any other fees that the Contractor has made the DOS-sponsored personnel aware of in advance.

d. DOS-sponsored personnel are financially responsible for any property damages according to the written procedure of the Contractor and as described in Section C.8.3. of this RFP.

e. DOS-sponsored personnel are financially responsible for any pet deposit levied by the Contractor in accordance with C.6.3.

- The Contractor shall obtain from the DOS-sponsored personnel records of a credit card and authority to charge the credit card for any of the fees and charges detailed above

c. Reports and Procedures

The Contractor shall provide periodic reports on reservation status to the Government Technical Monitor (GTM), Government Program Manager (GPM), Contracting Officer's Representative (COR), or his/her designee (as described in Section F.2 of this RFP). After contract award, the Contractor shall provide the GTM, GPM, COR, or his/her designee, with the reservation procedures in writing (described in Section F.7.1 of this RFP).

C.3.4 Contractor Contact Information

The Contractor must provide contact support during initial reservation and occupancy stages. Contractor support must be available via telephone, website, and email and shall provide an emergency toll free (within the U.S.) number for all problems related to reservation and occupancy of lodging. The Contractor shall have emergency contact personnel available 24 hours a day, 365 days a year.

C.3.5 Reservation and Billing Procedures

The Contractor shall provide written procedures for initial contact, reservation, safeguarding of DOS-sponsored personnel information, and billing. All financial activities must be auditable to ensure the negotiated rate and services are provided. The Contractor shall provide one consolidated monthly invoice for all lodging provided within the preceding month.

C.3.6 Lodging Demand

The Contractor will be expected to fill a daily average, including potential growth, of up to 750 – 900 daily room nights during the initial year of this contract. These numbers in the Base year and subsequent Option years can be expanded as stated in Section B.

The Contractor shall be responsible for providing temporary lodging as specified in this contract. The total program requirement for temporary lodging is estimated at up to 750–900 daily room nights during the initial year of the contract.

The Department of State reserves the right to award up to 3 IDIQ contracts to fulfill the total program requirement. The Department of State reserves the right to make fewer than 3 awards, a single award, or no award, as determined to be in the best interest of the Department of State. The Contractor shall be prepared to provide the number of room nights specified in the individual task order(s) or contract award, which may represent a portion of the total program demand.

The Department of State reserves the right to adjust the allocation of room nights among contractors based on program needs, occupancy rates, and contractor performance. The total number of room nights required in the Base year and subsequent Option years may be expanded in accordance with Section B.

C.3.7 Unit Size Allocation

The Department of State will determine unit size criteria according to which DOS-personnel are authorized lodging. The Department of State may amend the unit size criteria at any time without prior notice to the Contractor, but shall provide the Contractor the amended criteria on request. For the purpose of this Contract, a bedroom is defined as a room with a minimum of 80 square feet floor space for single occupancy and an additional 50 square feet per additional bedroom occupant, ceiling height of at least 7 feet, have an unobstructed window or door to the outside with a minimum of 5.7 square feet (legal egress), a permanent heat source and natural ventilation, and cannot be entered through another bedroom.

The estimated percentage of room types based on historical data is as follows:

- Studios: 15%
- One Bedroom: 45%
- Two Bedrooms: 30%
- Three Bedrooms: 10%

The Contractor shall provide corporate-style apartment units in quantities sufficient to meet the room night requirements specified in this contract or in individual task orders. For planning purposes, the Department of State estimates that total annual program usage may be approximately 250,000 to 293,000 room nights, based on historical demand across all vendors. The Contractor shall be prepared to provide any quantity of room nights, up to and potentially exceeding the total program estimate, as directed by the Department of State. The Department of State does not guarantee any maximum allocation of room nights to any individual contractor; however, each Contractor shall be required to provide a minimum of 6,700 room nights per year. Actual requirements may vary and will be determined by program needs, occupancy rates, and contractor performance.

C.3.8 Length of Stay and Seasonality

The Contractor must accommodate stays from one night to 365+ nights. The requirement for lodging is approximately the same year-round. With the exception of a slight reduction in demand for the two weeks around the Christmas/New Year's holidays in December; there is little or no seasonal fluctuation.

C.4 QUALITY

C.4.1 Minimum Mandatory Requirements

Minimum mandatory requirements for the Contractor for lodging shall meet all the criteria listed in Section C.5 of this RFP.

C.4.2 Scope of Work—Facility Requirements

In accordance with Section C.5 the minimum mandatory requirements are inclusive in the terms and conditions of any resultant contract. In addition to the minimum mandatory requirements, this scope of work describes the requirements that shall be met prior to commencement of work under the term of a resultant contract.

C.4.2.1 Facility Description

All facilities shall possess or meet all the criteria as stated in C.5. The Contractor shall provide a block of lodging units in a facility which is currently operating as a lodging facility and business or apartment complex. Contracted units will be conveniently located in relation to the George P. Shultz National Foreign Affairs Training Center, Arlington Hall, 4020 Arlington Boulevard, Arlington, Virginia 22204. Normal rush hour commute time to this facility will not exceed 30 minutes.

Facilities shall be consistent with that defined in the industry as limited service and shall be convenient to quality dining facilities serving breakfast, lunch, and dinner.

C.4.2.2 Disabilities

The Contractor shall be in compliance with Federal, State, and Municipal Health Codes. When presented with a request from the PCS Office, the Contractor shall make reasonable accommodations for disabilities. DOS-sponsored personnel directly requesting reasonable accommodations of the Contractor shall be referred to the PCS Office and/or the Office of Accessibility and Accommodations at the Department of State for an official decision on a request for a reasonable accommodation.

C.4.2.3 Certificate of Occupancy

The Contractor shall be in possession of a current, valid certificate of occupancy for each property used.

C.4.2.4 Federal Emergency Management Agency (FEMA)

All properties will be in full compliance with the Hotel and Motel Fire and Safety Act of 1990 throughout the term of the contract. If a property is grandfathered, the reason(s) for noncompliance will be specified and what remedial action is being taken. The Department of State reserves the right to disqualify any property that is not in full compliance after review.

C.4.2.5 The System for Award Management (SAM)

The Contractor shall maintain a current registration with the System for Award Management (SAM) system throughout the term of the contract.

C.4.2.6 Security/Safety

The Contractor shall provide an environment that is in compliance with all safety codes required by law. At a minimum, the Contractor will be required to have the following:

a. An Electronic Key Lock system or normal key locks on guest room access doors and all other primary guest entrances and exits in all buildings. The Contractor shall ensure limited controlled access to secondary, or doors limited to essential staff entry/exit only.

b. A Fire Protection policy which includes a written plan reviewed by the local fire department, and the Contractor shall rehearse this plan with its entire staff at least semi-annually for all buildings.

c. A minimum of one staff member in each facility where DOS-personnel are lodged who can handle security and emergency issues at every property.

d. Adequate onsite front desk and/or security personnel 24 hours per day, seven days per week. The personnel will be capable of handling check-ins, departures, and emergency situations.

e. A designated security manager who shall maintain ongoing dialogue with police or equivalent to stay aware of threat/crime in the area. This may include, but not be limited to, video coverage and surveillance of entrances/exits.

f. View ports, deadbolts, and secondary locks on guest room doors.

g. Self-closing guest room doors.

h. Units in which each bedroom meets the following mandatory requirements:

i. contains a minimum of 80 square feet floor space for single occupancy and an additional 50 square feet per additional bedroom occupant;

i. have a ceiling height of at least 7 feet;

i. have an unobstructed window or door to the outside with a minimum of 5.7 square feet (legal egress);

i. have a permanent heat source and natural ventilation; and

i. cannot be entered through another bedroom.

C.4.2.7 Non-Smoking Units

All units shall be non-smoking.

C.4.3 Scope of Work—Quality

C.4.3.1 Quality Assurance (QA)

The Contractor shall provide its Quality Assurance Plan and shall implement it to meet or exceed the quality standards described in this section. According to this plan, the Contractor shall administer a quality assurance program and shall provide examples of its successful

application upon request (examples may include customer comment cards and records of staff training implemented as a result of customer recommendations.)
The Contractor shall have a quality assurance program that inspects all apartments prior to the arrival of new DOS-sponsored personnel to assure all systems are working properly and the apartment, furnishings and appliances meet the highest standards of cleanliness and serviceability. The Contractor shall also have a mold and pest abatement program to ensure that all apartments are free from these hazards.
The Contractor share ensure reports of mold or pests are immediately assessed by a certified technician who will provide written assurance that the problem has been properly addressed. Any unit reported to have mold will be removed from use until a certified technician has provided written guarantee that the apartment is free of harmful levels of mold. The Department of State will not be responsible for any additional charges due to this program.
The records of inspections, customer satisfaction forms and customer complaint forms shall be kept and made available to the Department of State throughout the base year and through all option years until final settlement of any claims under this contract. At that time, the Contractor shall turn over these records to the Department of State as requested. Customer satisfaction shall be above the 90th percentile in all customer satisfaction instruments utilized.

C.4.3.2 Renovation

The Contractor shall have and adhere to an established renovation plan for continued maintenance and upkeep of the facility and units. The plan should at a minimum include room furnishings, facility support system (heating, ventilation, and air conditioning), and appearance of public areas. The Contractor shall adhere to all terms and conditions of the contract during all renovations occurring during the performance of the base year and all subsequent option years. All permits and certificates of occupancy will be the responsibility of the Contractor.
The Department of State will not be responsible for any additional charges due to this renovation plan.
Guest Accommodation during Renovation: DOS-sponsored personnel shall not be assigned to guest rooms undergoing renovation other than routine preventive maintenance. At no time will renovation or preventive maintenance commence in a guest room occupied by DOS-sponsored personnel without 48 hour prior notification to that person. The Contractor shall also inform the GTM and the COR, or designee, of planned renovations. The Contractor will provide alternate accommodations to long-term (over one month) DOS-sponsored personnel if major renovations are required on their units during their term of occupancy. When such relocation is required for renovation, the Contractor shall provide sufficient notice and moving assistance.

C.4.3.3 Customer Service

The Contractor shall provide quality customer service for the duration of this contract. The Contractor shall sustain its customer service philosophy and carry on its customer service practices for addressing and responding to customer complaints and providing feedback in a timely manner.
The Contractor shall meet or exceed the quality standards put forth in its management policies and procedures for ensuring high quality customer service and resolving customer complaints. The Contractor shall inform the GTM and the COR of any customer complaints along with the

remedy and time it took for the corrective action to occur. The Contractor will endeavor to resolve all customer complaints expeditiously and judiciously to avoid the involvement of the Department of State's GTM, GPM, or COR in the customer complaint resolution process.

C.4.3.4 Customer Feedback

The Contractor shall host two feedback sessions per fiscal year and invite all DOS-sponsored personnel to participate. These sessions will include DOS Contract (GTM, CPM, COR, etc.) personnel as well as Contractor management personnel and will be an important part of assessing the performance of the Contractor.

C.4.3.4 Amenities

In addition to normal lodging, sleeping room furniture, fixtures and equipment (FF&E), the Contractor shall provide Smart TVs, desk, in-room high-speed data port internet connectivity, alarm clock/radio, hairdryer, iron, ironing board, toaster, security safe or lock box, and coffeemaker. Units shall have all the amenities listed.

C.4.3.5 Additional Charges

Long distance telephone charges, housekeeping services, parking, pet deposit fees, late arrival penalties, early check-in and late check-out fees, extra key fees, self-pay nights, and other lodging or non-lodging related charges will be billed directly to DOS-sponsored personnel and will not be the responsibility of the DOS. The vendor will charge DOS-sponsored personnel at the prevailing market rate for the additional charges. Any days not authorized by the PCS Office will be billed directly to DOS-sponsored personnel at the contracted nightly rate. Damages to furnishings, appliances and facility may be charged directly to DOS-sponsored personnel; for this purpose, the Contractor will require DOS-sponsored personnel to certify the condition of the property and furnishings upon arrival.

C.5 ADDITIONAL CORPORATE LODGING AND EXTENDED STAY FACILITY REQUIREMENTS

C.5.1 Minimum Amenities Required

Assigned housing must have amenities suitable for DOS-sponsored personnel. These amenities will be at no additional charge and shall, at a minimum, include the following:

a. General

- Property managers, or their representatives, must be readily accessible at all times to address needs or requests.

- All property staff must conduct business in a professional and ethical manner providing attentive, conscientious service.

b. Facility:

- Shall be in compliance with all local, state and federal codes, including but not limited to applicable jurisdictional housing codes.

- Shall have nearby access to public transportation, supermarkets, dry cleaning, department stores, restaurants, schools, recreational opportunities (e.g. gym, park, playground, etc.).

- Shall be clean and well-maintained throughout.

- Shall have on-site laundry facilities, ideally within the unit or at a minimum within the building.

- Shall have an elevator for public use in multi-story buildings.

- Shall have adequate illumination in all public areas including all corridors, stairways, landings, and parking areas.

- Shall have good curb appeal with all exterior elements of the property, good building structure and design, and a variety of landscaping.

- All public areas shall have good, comfortable décor with coordinated furniture, fixtures, and equipment that reflect current industry trends. They shall have good quality floor coverings coordinated with the overall décor with good overall lighting that provides good illumination.

- Corridor walls shall be painted, stuccoed, or have vinyl wall coverings with vinyl or carpeted floors; ceilings shall be painted plasterboard or have an enhanced, textured finish.

c. Safety:

- Each individual unit entry door must have a viewport or window convenient to the door.

- Each individual unit door must be equipped with both a primary lock and a secondary deadbolt lock.

- A primary lock is defined as a device that permits entry to a unit using some form of key and allows the door to be locked while the unit is occupied and on leaving the unit. Pass keys assigned to appropriate staff members will function to operate only these locks.

- A secondary lock is defined as a deadbolt-locking device with a throw that extends at least one inch from the edge of the door. Deadbolt master keys will only be available to top management and security personnel.

- An operational, single station smoke detector is required in each guest unit. Hard- wired smoke detectors are preferred. When battery-operated detectors are used, there must be an adequate maintenance program to routinely test and replace batteries. Properties must meet all federal, state, and local fire codes.

- Safes or lock boxes shall be available inside each apartment.

d. Apartments Shall Have:

- All furniture, furnishings, linens (bedding, towels), refrigerator, stove, dishwasher, toaster, microwave, dishes, cookware, tableware, serving pieces, iron, ironing board, hair dryer, wastepaper basket, vacuum cleaner, mop, broom, dishcloth or sponge, alarm clock/radio, and all utensils needed in a kitchen for everyday cooking. Sufficient quantities of dishes and tableware will be available for the number of occupants and occasional guests.

- A start-up supply of toilet paper, hand and bath soap, shampoo, and dishwasher detergent to last at least one week.

- Heat and air conditioning controls within the unit.

- Smart TVs with basic channels, and two T.V. sets.

- Reliable high speed internet access.

- Be thoroughly cleaned and inspected with complete bed and bath linens changed between stays.

- Adequate shades, drapes, or blinds to cover all windows or other glass areas with semi- or full blackout capability to provide privacy.

- A level of soundproofing adequate to muffle outside noises and normal sounds in adjacent units and public areas.

- Good-sized, well-proportioned rooms with adequate good quality furniture that fits the overall décor. Unserviceable furniture will be exchanged within two working days of it being reported.

- Clean, quality floor coverings.

- Sufficient number of comfortable beds for each occupant, with mattress pad, two sheets, blanket, suitable bedspread, pillows, and pillowcases and spare change of linens. Additional beds, cribs, or sofa-beds will be available upon request at no additional cost.

- A nightstand or equivalent by each bed and drawer space adequate for the number of occupants. At least one dresser, credenza or armoire with an active light switch at the main entry for each bedroom and at least one enclosed clothes closet with 10 detachable wood or plastic hangers.

- A dining table sufficient to accommodate the number of occupants in the apartment.

- At least one private bathroom with commode, sink, a well-lighted mirror, convenient electrical outlet, adequate shelf space, and a tub or shower with a non-slip surface. All bathroom floor surfaces must be easily cleaned. Carpeting is not acceptable in the commode area.

- The living-room area will be furnished comfortably in a conversational arrangement and one that is conducive to television viewing; including armchairs and sofa of fabric upholstery with padded seats, side tables and coffee table. Televisions will be located on a credenza top or in an armoire or wall mounted.

- A good-sized writing desk or table with adequate lighting, electrical outlet, high-speed internet connection and an appropriate office chair.

e. Environmental Leadership:

The Contractor shall act in an environmentally, economically, and fiscally-sound manner that is efficient and environmentally sustainable. During contract performance, the Contractor shall provide goods and services that minimize solid waste, prevent pollution, save energy and other resources, and reduce greenhouse gas emissions. This includes purchasing efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, bio-based, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, whenever such products and services meet the performance requirements. This requirement is based upon a variety of laws, statutes, regulations and policies including:

- Resource Conservation and Recovery Act, (RCRA);

- Farm Security and Rural Investment Act (FSRIA);

- Energy Policy and Conservation Act;

- National Energy Conservation Policy Act;

- Clean Air Act;

- Energy Independence and Security Act;

- EPA Comprehensive Procurement Guidelines (CPG); and

- USDA Bio-based Products Preference Program.

The Contractor shall support the Department of State in meeting the federal environmental goals and mandates identified above.

C.6 REQUIREMENT – LODGING FOR ALL BUILDINGS

The Contractor shall provide the following:
The contractor shall maintain sufficient inventory to offer all required unit sized identified in this contract at all time. When the PCS Office specifies a particiular unit size for a DOS sponsored travele, the Contracto shall provide that unit size, unless it is temprarily unavailable due to documented lack of inventory.
In such cases, the Contractor shall: If the Contractor cannot provide the requied unit size, it shall

1. Immediately notify the PCS Office of the unavailability; and
2. Propose a larger unit size, at a rate not to exceed CLIN X001, lodging rate, for PCS Office approval.

The Contractor shall not decline to provide a required unit size as a matter of policy or preference, and a failure to provide a unit at the approved size (or larger) shall be a material failure to perform.

C.6.1 Range of Lodging Options

A range of available lodging options may include corporate housing/furnished apartments (studio and 1, 2 & 3 bedroom units). Units may be located in the same building or in separate buildings, as long as other requirements are met.

C.6.2 Proximity to NFATC
Normal rush hour commute times to NFATC should not generally exceed 30 minutes. Note, this requirement is in minutes not miles. Shuttle service to the Harry S. Truman building in Foggy Bottom will not be waived for new employee orientation and assignment day (aka “flag day”). Require all housing options to be located within walking distance (5 blocks or closer) of public transportation.

C.6.3 Pet-Friendly Units
At least 75% of units should accept pets. An extra "pet" deposit, paid by DOS-sponsored personnel, is acceptable and shall amount to no more than $750.00.

C.7 SHUTTLE TRANSPORTATION SERVICE

C.7.1 Shuttle Capacity and Frequency
The Contractor shall provide shuttle capacity and frequency sufficient to accommodate the number of DOS-sponsored personnel and their arrival and departure at NFATC within a reasonable time in relation to training schedules. The Contractor is not required to run shuttles all day or to accommodate the schedules of fewer than 10 DOS-sponsored personnel, but DOS-sponsored personnel are not expected to have to wait over one hour due to infrequent shuttle schedules. Actual schedules will be negotiated with the GTM or COR and changed as needed.

C.7.2 Properties within FIVE blocks of the Department of State-run Shuttle service HST-NFATC-HST in Rosslyn, Virginia
The Department of State provides a shuttle service to and from HST and NFATC from the vicinity of the Rosslyn Metro Train station (N Ft Myer & Wilson Blvd) and Oakwood Arlington (N Pierce St & Clarendon Blvd). For this reason, any properties within a five-block radius of this shuttle service do not require Contractor provided shuttle service.

C.7.3 Commute Time
Total commute time to NFATC shall not take more than 30 minutes during normal rush hour traffic.

C.7.4 NFATC
The National Foreign Affairs Training Center is located at Arlington Boulevard (Route 50) and George Mason Drive in Arlington, Virginia. This is a residential neighborhood with limited public transportation and some miles from the DOS buildings in Washington, D.C.

C.7.5 Class Schedules
Classes at NFATC normally begin at 7:30 a.m. and 9am and end at 4pm or 5:30 p.m. Schedules are subject to change and shuttle schedule should be adjusted to accommodate the schedules of the majority of DOS-sponsored personnel’s needs and desires.

C.7.6 Early Dismissal
Class start and stop times may be changed due to holiday or weather emergency. The Contractor will be informed of changes in start/stop times as early as possible.

C.7.7 Holidays

Service shall be required Monday through Friday excluding Federal holidays. NFATC is closed on all Federal Holidays which are announced in advance and readily available via public source.

C.7.8 Special Shuttle

Occasionally, on the first day of orientation classes for new DOS employees and on new employee assignment day aka "Flag Day" for each new employee class, the Contractor shall run a shuttle from the residential properties to Harry S Truman Federal Building, 2201 C Street NW, Washington, DC 20520. The GTM shall provide these dates and times to the Contractor as soon as they are known.

C.7.9 Vehicle Requirements

All buses or shuttle service vehicles shall have air conditioning and heating. Buses or shuttle service vehicles shall be maintained in a quality and safe operating condition. Mandatory regional vehicle safety inspections/certifications and decals shall be current and displayed.

1. The Contractor will provide the GTM and the COR with the following:

a. The full name and SSN of all proposed or existing full-time, part-time, and/or temporary Shuttle Operators along with a copy of the operator's driver's license. The copy must be legible and the photograph clear.

a. The Contractor shall notify the GTM and the COR within 24 hours of any additions/ deletions to the list of Shuttle Operators and provide the information required in 2.a. above.

1. Shuttle Operator Identification:

a. The GTM or the COR shall ensure that the Office of Domestic Facilities Protection (DS/DO/DFP) has the required documentation to perform the required background check (including NCIC check) for Shuttle Operators and issue individual identification (DS-issued ID) cards.

a. New shuttle operators are typically cleared with 72 hours. If a proposed or existing shuttle operator does not receive clearance, s/he is not permitted to operate the shuttle.

a. The DS-issued ID is valid only to operate a shuttle on NFATC property and does not grant any other authorizations or entitlements.

a. The operator must be in possession of the DS-issued ID and display it each time the operator enters NFATC.

a. A new DS-issued ID card will be issued in the event the card is lost at no cost to the individual or the Contractor. NFATC entry will be suspended pending issue of a new card.

a. All entries onto NFATC property will be through the NFATC Gate at Route #50 and the Shuttle Vehicles will undergo security screening at each entry by Uniformed Security.

1. The Contractor shall, at no additional expense to the Department of State will:

a. ensure all signs indicating the purpose of the shuttle be removed from the vehicle when not in actual operation by a DS-cleared operator.

a. ensure the shuttle vehicle is locked when not in operation or loading/unloading passengers.

C.8 DOCUMENTATION REQUIREMENTS FOR PAYMENT AND RESERVATION

C.8.1 Reservation

DOS will provide the Contractor with the DOS-sponsored personnel Travel Authorization (TA) Numbers (see Section C.3.3) and the authorized dates of stay when authorizing reservations.

C.8.2 Payment

The Contractor shall submit the TA as a condition of payment, with dates, the applicable rate, and total amount due to the GTM or the COR or designee.

C.8.3 Billing

Billing shall be consolidated, monthly, and within 30 days of the departure of DOS-sponsored personnel. Each monthly bill shall contain all the previous month's charges. The Contractor shall not bill for charges incurred prior to or after the monthly cycle defined on each bill. If the Contractor finds it necessary for a given billing period to submit an invoice that supplements a previously submitted invoice for that period, the Contractor shall mark such invoice with the same invoice number but adding "SUP_" to the invoice number. Each supplemental invoice for a given billing period shall be marked sequentially (e.g., SUP1, SUP2, SUP3, etc.) and submitted within 60 calendar days of the submission date of the previous invoice. The Contractor shall make every effort not to submit supplemental invoices and shall include in the supplemental invoice the reasons for submission of such invoice.

If the Department of State determines an invoice improper, the invoice is considered rejected and the Contractor will be promptly notified in writing. In such notification, the Department of State will identify the reasons for rejection. If the Contractor resubmits the invoice, it shall be within 60 calendar days of receipt of the rejection notification under the same invoice number but adding "REV_" to the number to indicate the revision. Each revision for a given billing period shall be marked sequentially (e.g., REV1, REV2, REV3, etc.) and submitted within 60 calendar days of receipt of the applicable rejection notification. Each revision shall include the Department of State's reasons for rejecting the invoice, the Contractor's response, and supporting documentation.

All payments are based on actual number of days of occupancy. There are no advance payments. The Department of State will only reimburse the Contractor for the negotiated fixed-unit price room rate for the authorized days occupied and at the authorized unit rate. Any additional fees are the sole responsibility of DOS-sponsored personnel (e.g. pay-per-view movies, international telephone charges, associated pet fees, early check-in and late check-out fees, self-pay nights, housekeeping fees, parking fees, etc.) through a form of payment required at check-in. Damages in excess of normal wear-and-tear are also the responsibility of DOS-sponsored personnel. The Department of State is not responsible for damage caused by DOS-sponsored personnel.

C.9 OPERATIONS

C.9.1 Overbook and Upgrade Policy

The Contractor shall not confirm reservations in excess of available units to any DOS-sponsored personnel unless authorized in writing by the GTM, the COR, or an authorized

designee. If the Contractor confirms a reservation in an upgraded unit (i.e., one that exceeds the authorized unit size) without the prior approval of the PCS Office, the Contractor will bill the Department of State at the authorized unit size rate.

C.9.2 Late Arrival, No-Show, and Cancellation Policy

Arrival time is 5:00 p.m. on the scheduled date of arrival. DOS-sponsored personnel, who have guaranteed their reservation in accordance with Section C.3.3, shall be assured of their reservation until checkout time on the day following the scheduled arrival time. DOS-sponsored personnel, the GTM, the COR, or the COR's designee, may notify the Contractor on behalf of DOS-sponsored personnel of late arrival, no-show, or cancellation. The Contractor shall accept such notification via phone call, website, or email. The Contractor shall accept cancellations without penalty up until 5:00 p.m. on the day before the scheduled arrival day. If DOS-sponsored personnel with a guaranteed reservation fails to check in, cancel, or modify the reservation within this notification time period, that person, at the option of the Contractor, is liable for charges for nights up to the number of days already elapsed in the notification period. If, however, the Contractor is able to assign other DOS-sponsored personnel to that apartment to arrive sooner than, or closer to, the originally scheduled arrival date, then the liability will be reduced accordingly. In this event, the Contractor may bill DOS-sponsored personnel for those nights in accordance with generally accepted hospitality industry practice. The Contractor must accept changes or modifications of departure date. There shall be no charge for early departure. The Contractor shall notify the GTM, the COR, or designee, of early departure or extension as soon as the Contractor is informed of the new departure date. There shall be no additional charges (beyond the contracted daily rate) for extensions approved by the GTM, COR or designee. The Contractor will directly bill DOS-sponsored personnel for any fees or charges outside of the daily negotiated rate, which includes but is not limited to early check-in, late check-out, and apartment transfer fees.

#(END OF SECTION C)

D-002 - MARKING OF REPORTS

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:
(a) Name and business address of the Contractor;
(b) Contract number and delivery order number, if applicable;
(c) Date of report; and
(d) Program office(s).
(e) All reports become the property of the Department. Reports shall not contain any markings or legends which restrict the Department's use of such reports in any way.
(*end of clause*)

52.246-4 - Inspection of Services-Fixed-Price (Aug 1996)

(a) *Definition*. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may--
(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
(2) Reduce the contract price to reflect the reduced value of the services performed.
(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--
(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
(2) Terminate the contract for default.
(End of clause)

E-001 - INSPECTION AND ACCEPTANCE - SERVICES

Inspection and acceptance of the services to be provided hereunder shall be made by the Contracting Officer's Representative.

52.242-15 - Stop-Work Order (Aug 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
(1) Cancel the stop-work order; or
(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
(End of clause)

52.242-17 - Government Delay of Work (Apr 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
(b) A claim under this clause shall not be allowed--
(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and
(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.
(End of clause)

F - DELIVERIES OR PERFORMANCE

DELIVERIES OR PERFORMANCE

F.7 ACCEPTANCE CRITERIA/PERFORMANCE STANDARDS/OTHER DELIVERABLES

Acceptance of all written documents and other deliverables will be contingent upon Contracting Officer's Representative (COR) review and approval as specified below in the Performance Work Statement Matrix **F.7.1**.

The COR will discuss each specific task with the Contractor to ensure that the goals and objectives are clearly defined. Required data shall be legible and properly formatted. The COR's comments will be incorporated into the respective final documents/reports as necessary.

Consensus is required between the COR and the Contractor; however if consensus is not achieved, actions will be as directed by the COR.

F.7.1 Performance Work Statement Matrix

Desired Outcome	Required Service	Performance Standards/Acceptable Quality Levels (AQL)	Monitoring Method
Provide all temporary Housing needs for the DOS	Provide housing to meet all needs under this contract	1. Meet 100% of temporary housing	Review of monthly reports

		requests approved by COR. 2. Provide appropriate housing size (up to 3 bedroom units) 97% of the time starting on day one of arrival for the approved family size	
Provide the highest standards of service	Provide outstanding service to participants	1. All routine service requests will be responded to within a 24 hour of notification and repairs will be completed on 95% of complaints within a 48 hour period to the satisfaction of the guest. 2. All emergency service requests, i.e. water damage, gas leak, lack of; electricity, water, heat, air conditioning, refrigeration, or cooking facilities, will be responded to within 2 hours of notification and will be repaired to the	Review of monthly report and responses on Customer Satisfaction Surveys

		satisfaction of the guests within a 6 hour period 95% of the time. 3. If repairs cannot be accomplished within above time limits guest will be offered a move to a suitable apartment.	
Provide outstanding customer satisfaction	Customer satisfaction will be to the highest extent possible	1. An average of 90% or better on all customer satisfaction surveys received by the Contractor, (surveys used must be approved by the COR). 2. A 90% or better rate on the "truth teller" questions on the yearly State Department PCS Lodging Program survey of satisfaction. The two "truth teller" questions have to do with; will the guest re-use the program in the future, and will they recommend	Monthly review of Contractor Customer Satisfaction Surveys and yearly review of DOS Customer Satisfaction Surveys. Resolution of individual complaints will be reported in order to close monitoring action by COR.

		it to their friends. 3. Complaints will be reported to the COR upon receipt along with proposed remedy and resolution. Remedy will be sought immediately. COR will open a trouble report and keep it open until customer is satisfied of resolution or COR is convinced that no resolution is feasible.	
Provide highest quality apartments, furniture and appliances	Apartments, furniture and appliances will be in a clean and serviceable condition upon the arrival of guests	1. An average rate of 90% or better on condition surveys to be filled out by guest upon arrival. Survey is to identify satisfaction with the condition and cleanliness of the apartments, furniture and appliances and will be approved by the COR. 2. Identified problems in	Monthly review of arrival surveys.

		this survey will be addressed within 48 hours of the guests' arrival to their satisfaction 99% of the time.	
Provide highest quality check in experience.	Customer check in experience will be smooth and seamless	1. At least one week prior to check in all program participants will receive a package of information about their stay and check in procedures. 2. All participants will be greeted upon check in and will be offered assistance with luggage as needed.	Monthly review of arrival surveys.
Continue to provide and maintain the highest quality residences, furniture and appliances.	Continually repair, clean, and upgrade residences, furniture and appliances.	Contractor will develop and maintain a maintenance and replacement program to assure the continued upkeep of all premises, finishing and appliances.	1. Review of plan upon contract award and whenever requested. 2. Review of survey responses.
Environmental Leadership	Maintain or implement environmentally friendly practices (i.e. recycling programs, use of eco-friendly products at facility and incorporated into service, energy/water	Contractor will maintain existing and implement new environmentally friendly procedures for practice throughout facility and services offered.	Semi-annual COR review of facilities to be conducted to monitor eco-friendly practices provided by facility to ensure facility is making best effort to be an

	or waste reduction efforts, awareness literature for guests.		environmental leader in the hospitality industry. Agree
Reducing Environmental footprint of facilities servicing DOS	Reduce environmental footprint by 2% every year of contract.	100% level of acceptability	Annual report demonstrating facilities serving HR and DOS are reducing their environmental footprint with regards to energy consumption, water conservation, greenhouse gas emissions, and considering environment. O.K.
Rodent, Insect and Pest Free Healthy, Clean Environment	All rodent, insect and pest service requests will be responded to immediately upon DOS guest notification and a report of incident and remedy will be supplied to the COR within 24hrs of incident, COR will also have access to records if requested of preventative maintenance during performance	Meet 100% of DOS guest request/ complaints and reporting to COR.	Review of monthly report and responses on Customer Satisfaction Surveys along with random on-site room and common area inspections during performance by COR or GTM.

F.2 DELIVERABLES/REPORTS

The Contractor shall submit proposed report formats within 10 days after contract award for the COR or his/her designee for review and approval. Thereafter, the Contractor shall submit all reports in writing or e-mail in the same format each time with the original provided to the COR or his/her designee and one copy provided to the contract administrator. Reports shall include at a minimum:

- Occupancy Report/invoice: including name of guest, date of arrival, date of departure, total room nights, description of room, dates billed. The Contractor shall provide the occupancy report(s) no later than 3:00 p.m. on the 5th day of each month for the preceding month starting with the first month after contract award.

- Reservation reports: including all reservations made for each guest with the same information as the occupancy report. The Contractor shall provide the reservation report(s) on a weekly basis beginning with each Monday of each week, by 3:00 p.m. starting with the first month of contract award or as requested by the COR.

- Mutually agreed upon ad-hoc reports designed to manage the program. The Contractor shall provide these reports as requested by the COR or his/her designee.

F-006 - PERIOD OF PERFORMANCE

The term of this contract shall be for one base year and four (4) one-year options and (option to extend for six (6) month period), shall commence on the date of the Contracting Officer's signature.

(end of clause)

F-007 - PLACE OF PERFORMANCE

The principal place of performance for this contract shall be:

[TBD at time of award]

(end of clause)

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 and 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 is [TBD] .

(End of clause)

INV-IPP - ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS AND INSTRUCTIONS TO IMPLEMENT USAGE OF THE INVOICE PROCESSING PLATFORM (IPP).

(a) *Definitions.* As used in these instructions

(1)"Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of these instructions, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP) at www.ipp.gov. Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with the IPP application can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866)973-3131. The Contractor shall ensure that its supporting documentation conforms to IPP requirements. IPP accommodates up to **25 supporting attachments per invoice**, individual attachment file size may not exceed **ten megabytes (10mb)**. If the Contractor assesses that their supporting documentation will not reasonably conform to IPP requirements, the Contractor shall contact the Contracting Officer to explore possible alternatives. In addition, the IPP only allows certain characters to be used as the invoice number. The invoice number shall conform to the IPP convention and the attachments (if used) shall match exactly the invoice number allowed. The allowed characters in the IPP are "abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ0123456789-_"

(c) If the Contractor wishes to be paid via a foreign bank account, the contractor must properly fill out form GFS-FO-CLM-089 and attach it to each invoice in the IPP where payment to a foreign bank account is requested. The form can obtained by e-mailing CGFSIPPITSForm@state.gov.

(d) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(e) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

[End of instructions]

G-001 - CONTRACT ADMINISTRATION DATA

Contracting Officer (CO):

Lesley A. Stewart
Contracting Officer / Contract Administrator
Email: StewartLA@state.gov

Mailing Address:

U.S. Department of State
Office of Global Acquisition
P.O. Box 9115, Rosslyn Station
Arlington, VA 22219

Contracting Officer's Representative (COR):

Name: (To be inserted at contract award)

Telephone Number: (To be inserted at contract award)
Facsimile Number: (If applicable, to be inserted at contract award)

Program Office / PCS Office:
As described in Section C.1, the Department of State program office responsible for the PCS Lodging Program is the PCS Office ("PCS Office"). The Government Technical Monitor (GTM) will reside in the PCS Office. Unless otherwise directed by the Contracting Officer or the COR, the Contractor shall direct day#to#day operational correspondence regarding the PCS Lodging Program to the PCS Office,via the group email address **PCSLodgingProgram@state.gov.**.

Government Technical Monitor (GTM):
Name: (To be inserted at contract award)
Telephone Number: (To be inserted at contract award)
Facsimile Number: (If applicable, to be inserted at contract award)

(end of clause)

G-002 - ORDERING PROCEDURES

G.2 ORDERING PROCEDURES

(a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery orders or task orders hereunder:

Department of State Contracting Officer

(b) Orders placed under this contract shall contain the following information:

(1) Date of order;

(2) Contract number and order number;

(3) Item number and description, quantity, and unit price;

(4) Delivery or performance date;

(5) Place of delivery or performance (including consignee);

(6) Packaging, packing, and shipping instructions, if any;

(7) Accounting and appropriation data;

(8) Security clearance level(s), applicable to the order, if any; and

(9) Any other pertinent information.

(c) Issuance of orders by facsimile is authorized in accordance with FAR 52.216-18 "ORDERING."

G.3 TASK ORDERS

(a) The Contracting Officer shall issue a written Task Order to the Contractor providing the necessary funding and authorizing the Contractor to begin work.

(b) The Government shall not be obligated to pay the Contractor any amount in excess of the total Task Order funded amount, and the Contractor shall not be obligated to continue performance if to do so would exceed the total Delivery Order funded amount. The Contractor shall complete the period of performance in all Delivery orders, even after contract expiration.

G.4 TERMINATION OF TASK ORDERS

The Government reserves the right to terminate for convenience of the Government a Task order upon written notice from the Contracting Officer.

G.5 Kick-Off Meeting

The Contractor shall participate in a post-award “Kick-Off” meeting at a time and place determined by the Department CO.

G.6 Program Office Meetings

Program Office Meetings provide a platform for Contractors and Department representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing Department initiatives, and address contract issues.

G.7 Performance Reviews

The CO will evaluate Contractor performance in accordance with the criteria under Federal Acquisition Regulation (FAR) Subpart 42.15.

G.8 TOURS AND DEMONSTRATIONS

The Government shall, upon reasonable notice to the Contractor or Subcontractor, be able to provide tours to other Government and/or non-Government personnel of facilities at which services are being performed for demonstrative/information sharing purposes. The Government will endeavor to perform all visits in such a manner as will not unduly delay or adversely impact the performance of services being provided.

(end of Section G)

H-048 - CERTIFICATION REGARDING COMPLIANCE WITH APPLICABLE U.S. FEDERAL ANTI-DISCRIMINATION LAW (Required under EO 14173, January 2025)

None of the funds solicited, awarded, or modified under this contract may be used for any initiatives or programs, or any activities that do not comply with Executive Order 14173 titled Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

By signing and submitting its response to the solicitation, or by signing the contract award or modification, the Contractor certifies the following:

1. Its compliance in all respects with all applicable U.S. Federal anti-discrimination laws is material to the government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and

2. It does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable U.S. Federal anti-discrimination laws.

H-001 - SPECIAL CONTRACT REQUIREMENTS

SECTION H
SPECIAL CONTRACT REQUIREMENTS
H.1 ORGANIZATIONAL CONFLICT OF INTEREST - GENERAL

(a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.
(c) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.
(d) The Contractor shall insert the substance of this clause including this paragraph (d), in all subcontracts.

H.2 NONPAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

H.3 KEY PERSONNEL AND KEY POSITIONS

a. The individual named as key personnel is considered essential to the work to be performed hereunder. At a minimum, the following shall be considered key personnel:

Program Manager

The Contractor shall provide resumes of proposed personnel for all key positions as set forth in **Section L, Tab D: Key Personnel/Resume** of the solicitation.

a. During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

b. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.4 INSURANCE REQUIREMENTS

The Contractor shall provide and maintain, during the entire performance of this contract, at least the kind and minimum amount of insurance required below. The Contractor, without additional costs to this contract, shall provide and maintain during the entire period of performance of this contract, whatever insurance it deems necessary in addition to Government designated insurance requirements.

The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work in a Government installation and shall require sub-tiers to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all Subtiers' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that at least the kinds and minimum amounts of insurance required below have been obtained. (a) Workers Compensation and Employer's Liability—The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(a) General Liability—The Contractor shall provide bodily injury liability insurance coverage written on the comprehensive form policy of at least $500,000 per occurrence. (a) Automobile Liability -- The Contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per coverage on other policies damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claim. (a) Aircraft Public and Passenger Liability -- When aircraft are used in connection with performing the contract, the Contractor shall provide aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per occurrence for property damage. Coverage of passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater. (a) Vessel Liability -- When contract

performance involves use of vessels, the Contractor shall provide vessel collision liability and protection and indemnity liability insurance.

H.4.1 Certificate of Insurance

The Contractor shall furnish the Contracting Officer with 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-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval. The request for this CO approval must be submitted 120 days prior to any potential change affecting this insurance required. Maintenance or changes to the threshold or issuance of the certification from acquisitions and mergers shall be reflected.

H.5 SAFEGUARDING OF INFORMATION (11/2008)

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this task/ delivery order which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this task/delivery order shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this task/delivery order shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this task/delivery order. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

H.6 TECHNICAL DIRECTION

(a) Performance of the work hereunder shall be subject to technical instructions, issued by the COR specified in Section G.1 of this contract. As used herein, technical instructions are defined to include the following:

• Directions to the Contractor, which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Statement of Work.

• Guidance to the Contractor, which assists in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the CO in writing within ten working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the CO that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

H.7 SUBCONTRACTORS

The Government has not pre-approved any Subcontractors for this contract. If a Contractor proposes a Subcontractor for work performed, the Contractor must comply with FAR 52.244-2, *Subcontracts*; and FAR 44.2, *Consent to Subcontracts*.

H.8 STANDARD OF CONDUCT AT GOVERNMENT INSTALLATIONS

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

52.212-4 - Terms and Conditions-Commercial Products and Commercial Services (DEVIATION JAN 2026)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.
(b) *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 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.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
(f) *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.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(i) *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.

(m) *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.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement
of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(End of clause)

52.212-5 - Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Mar 2026)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (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)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

__ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

X (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

X (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

__ (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

__ (ii) Alternate I (Dec 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

__ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

X (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-6.

__ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).

X (21)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Jun 2020) of 52.219-9.

__ (v) Alternate IV (Jan 2025) of 52.219-9.

__ (22)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (Mar 2020) of 52.219-13.

X (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

X (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

X (26)(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (Mar 2020) of 52.219-28.

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

__ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

__ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

X (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

X (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Mar 2026) (E.O. 13126).

__ (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

__ (34)(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

__ (ii) Alternate I (Feb 1999) of 52.222-26.

X (35)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

__ (ii) Alternate I (Jul 2014) of 52.222-35.

__ (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

__ (ii) Alternate I (Jul 2014) of 52.222-36.

__ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (39)(i) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq*.).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq*.).

__ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

__ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

__ (ii) Alternate I (Jan 2017) of 52.224-3.

__ (48)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (Oct 2022) of 52.225-1.

__ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (Jan 2025) of 52.225-3.

__ (iv) Alternate III (Feb 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

__ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

__ (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

__ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

X (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(x) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi) (A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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 _____ *[insert date]*.

(End of clause)

52.217-8 - Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. 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 15 days [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

52.217-9 - Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

(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 60 (months)(years).

(End of clause)

52.222-90 - Addressing DEI Discrimination by Federal Contractors (DEVIATION APR 2026)

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.232-19 - Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond _____. 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 _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.
(End of clause)

52.232-39 - Unenforceability of Unauthorized Obligations (Jun 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
(1) Any such clause is unenforceable against the Government.
(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
(End of clause)

52.243-7 - Notification of Changes (DEVIATION JUL 2025)

(a) *Definitions.*
Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.
Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has designated by written notice (a copy shall be provided to the Contractor) that shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.
(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within within _____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. Examples of conduct that may be regarded as a change to terms and conditions include actions, inactions, and written or oral communications. On the basis of the most accurate information available to the Contractor, the notice shall state—

(1) The date, nature, and circumstances of the conduct regarded as a change;
(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
(3) The identification of any documents and the substance of any oral communication involved in such conduct;
(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—

(i) What line items have been or may be affected by the alleged change;
(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
(d) *Government response.* The Contracting Officer shall promptly,within _____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
(2) Countermand any communication regarded as a change;
(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
(4)In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) of paragraph
(d) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
(e) *Equitable adjustments*. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—
(i) In the contract price or delivery schedule or both; and
(ii) In such other provisions of the contract as may be affected.
(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.
Note: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-6 - Subcontracts for Commercial Products and Commercial Services (DEVIATION JAN 2026)

(a) *Definitions.* As used in this clause—
Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.
Subcontract has the meaning at FAR 44.401
(b) *Requirements*.
(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.
(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.219-8 *	Utilization of Small Business Concerns	JAN 2025
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010

52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	JAN 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-91	Security Prohibitions and Exclusions	DATE
52.240-91 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	DATE
52.240-92	Security Requirements	DATE
52.240-92 with Alt II	Security Requirements, with its Alternate II	DATE
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(c) *Subcontracts*. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

52.249-8 Alt I - Default (Fixed-Price Supply and Service) (Apr 1984) - Alternate I (Apr 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
(e) If this contract is terminated while the Contractor has possession of Government goods, the Contractor shall, upon direction of the Contracting Officer, protect and preserve the goods until surrendered to the Government or its agent. The Contractor and Contracting Officer shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be a dispute under the Disputes clause.
(f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
(g) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.
(End of clause)

52.252-6 - Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____. [*insert regulation name*] (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

652.232-72 - LIMITATION OF FUNDS (AUG 1999)

(a) Of the total price in Section B (or the 'Prices' section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.
(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.
(c)
(1) It is contemplated that funds now obligated under this contract will cover the work to be performed until [contracting officer insert date].
(2) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until that date, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date specified in paragraph (c)(1) of this clause or another date agreed to by the parties.
(3) If, after notification is provided pursuant to paragraph (c)(2) of this clause, additional funds are not obligated, or an earlier date than the date in paragraph (c)(1) of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.
(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(2) of this clause regarding any additional funds obligated.

(e) If the contractor incurs additional costs or is delayed in the performance of work under this contract, solely by reason of the Government's failure to obligate additional funds in amounts sufficient for the timely performance of this contract, an equitable adjustment may be made to the price, or time of delivery, or both.
(f) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.
(g) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.
(End of clause)

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

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus 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; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

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

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

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

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

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

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

652.243-70 - NOTICES (AUG 1999)

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

(End of clause)

SECTION J - ATTACHMENTS

Section J: Attachment A - Lodging Pricing Table (See excel spreadsheet)
Section J: Attachment B - PCS Lodging Pricing

52.204-8 - Annual Representations and Certifications (Mar 2026)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 721110 [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

__ (i) Paragraph (d) applies.

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $200,000.

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

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

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

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

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

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $105,767, the provision with its Alternate III applies.

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

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

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

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

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:
[*Contracting Officer check as appropriate.*]

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

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

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

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

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

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

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

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

52.212-3 - Offeror Representations and Certifications-Commercial Products and Commercial Services (Oct 2025)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through *https://www.sam.gov*. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 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.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern--

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran, as used in this definition*, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that--

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through *http://www.sam.gov*. After reviewing the SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that--

(i) It __ is, __ is not a small business concern; or

(ii) It __ is, __ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

(2) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it __ is, __ is not a veteran-owned small business concern.

(3) *SDVOSB concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision*.] The offeror represents that it __ is, __ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it __ is, __ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

(5) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, that it __ is, __ is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

(6) *Women-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it __ is, __ is not a women-owned small business concern.

(7) *WOSB joint venture eligible under the WOSB Program*. The offeror represents that it __ is, __ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

(i) It __ is, __ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; or

(ii) It __ is, __ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall provide representation of its WOSB status.

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents that it __ is, __ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

(i) It __ is, __ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; or

(ii) It __ is, __ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.] Each EDWOSB concern participating in the joint venture shall provide representation of its EDWOSB status.

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it __ is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that--

(i) It __ is, __ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It __ is, __ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) Previous contracts and compliance. The offeror represents that--

(i) It __ has, __ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It __ has, __ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that--

(i) It __ has developed and has on file, __ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It __ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed $200,000.) By submission of its offer, the offeror 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 his or her behalf in connection with the award of any resultant contract. 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.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American--Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[*List as necessary*]

(3) Domestic end products containing a critical component:

Line Item No. _____.

[*List as necessary*]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free

Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[*List as necessary*]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. _____

[*List as necessary*]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line item No.
_____
_____
_____

[*List as necessary*]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end

product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Korean End Products or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) __ 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 Federal, state or local government 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;

(3) __ Are, __ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) __ Have, __ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

(B) *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) *Examples*.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b)*.]

(1) *Listed end products.*

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

__ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

__ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) 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) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

__ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror __ does __ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

__ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror __ does __ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

__ TIN: _____.

__ TIN has been applied for.

__ TIN is not required because:

__ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

__ Offeror is an agency or instrumentality of a foreign government;

__ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

__ Sole proprietorship;

__ Partnership;

__ Corporate entity (not tax-exempt);

__ Corporate entity (tax-exempt);

__ Government entity (Federal, State, or local);

__ Foreign government;

__ International organization per 26 CFR 1.6049-4;

__ Other _____.

(5) *Common parent.*

__ Offeror is not owned or controlled by a common parent;

__ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* The Offeror represents that--

(i) It __ is, __ is not an inverted domestic corporation; and

(ii) It __ is, __ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)*.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it __ has or __ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:
_____.

Immediate owner legal name:
_____.
(*Do not use a "doing business as" name*)

Is the immediate owner owned or controlled by another entity: __ Yes or __ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:
_____.

Highest-level owner legal name:
_____.
(*Do not use a "doing business as" name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that--

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is __ is not __ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is __ is not __ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it __ is or __ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code:
_____ (or mark "Unknown")

Predecessor legal name:

_____
(*Do not use a "doing business as" name*)

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]*. (i) The Offeror (itself or through its immediate owner or highest-level owner) __ does, __ does not publicly disclose greenhouse gas emissions, *i.e.,* makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) __ does, __ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.,* make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)(1) 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 appropriated (or otherwise made available) funds 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.

(2) The prohibition in paragraph (u)(1) 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.

(3) *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).

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that--

(i) It __ does, __ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it __ does, __ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.204-6 - Unique Entity Identifier (Oct 2016)

(a) *Definition*. As used in this provision--
"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.
"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See *www.sam.gov* for the designated entity for establishing unique entity identifiers.
(b) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable.
(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at *www.sam.gov* for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
(1) Company legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company physical street address, city, state and Zip Code.
(4) Company mailing address, city, state and Zip Code (if separate from physical).
(5) Company telephone number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company headquarters name and address (reporting relationship within your entity).
(End of provision)

52.212-1 - Instructions to Offerors-Commercial Products and Commercial Services (DEVIATION JAN 2026)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror’s Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.222-24 - Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

If a contract in the amount of $10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of $10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.
(End of provision)

52.232-38 - Submission of Electronic Funds Transfer Information with Offer (Jul 2013)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management.
(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.
(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
(5) The offeror's account number and the type of account (checking, savings, or lockbox).
(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.
(End of provision)

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.

(End of provision)

652.206-70 - ADVOCATE FOR COMPETITION/OMBUDSMAN (JUN 2025)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman,[insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
L.1 AMENDMENTS TO PROPOSAL

Changes to the proposal by the Offeror shall be shown on amended pages. Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The date of the amendment should be shown on the lower right corner of the page.

L.2 USE OF NON-GOVERNMENT EVALUATORS

(a) Contractor support services may be used to assist the Government in performing technical and/or cost evaluations of Offeror's proposals. Support Contractors, if used, will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to provide advice on specialized matters or on particular problems. Support Contractors may participate as voting or non-voting members of a source evaluation board and participate as technical advisors to a source selection board. However, in no event shall support Contractors participate as voting members of nay source selection board.

(b) The Offeror shall include the following notice as a cover page to its proposal:

GOVERNMENT NOTICE FOR HANDLING PROPOSALS This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government notice shall be applied to any reproduction or abstract thereof. Any authorized restrictive notices which the submitter places on this proposal shall also be strictly complied with. Disclosure of this proposal outside the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance with, the procedures in Section 615.413-2 (f) of the Department of State Acquisition Regulation (48 CFR Chapter 6).

L.3 MULTIPLE PROPOSALS/ALTERNATIVE SOLUTIONS

Offerors shall not submit, nor will the Government accept or evaluate, multiple proposals offering alternative solutions. Offerors shall not submit, nor will the Government accept or evaluate, multiple solutions within one proposal.

L.4 ACQUISITION TYPE

This acquisition is set aside for small business concerns. The Government intends to make award(s) using a Best Value Trade-off source selection process.

Award will be made to the responsible offeror whose proposal represents the best value to the Government, considering the relative importance of price and non-price factors as stated in Section M. The Government will not make award without a determination of contractor responsibility in accordance with FAR Subpart 9.1. The Contracting Officer must affirmatively determine that the prospective contractor is responsible before award can be made. The Government intends to select up to three (3) offerors whose proposals provide the best value to the Government. The Government reserves the right to make fewer than three (3) awards, or no award, if it is in the Government's best interest.

L.5 COMMUNICATION CONCERNING SOLICITATION

Only the individual shown in Block 10 of the Standard Form 33, "Solicitation, Offer and Award," or the Contracting Officer, may be contacted regarding this solicitation.

Contracting Officer, Lesley A. Stewart, StewartLA@state.gov

Communication concerning this solicitation with any other Government personnel, including Contractor support personnel, is prohibited, unless specifically authorized elsewhere herein. If such contact occurs, the Offeror making such contact may be excluded from award consideration.

L.6 SITE VISIT

The Government reserves the right to perform a site visit at the Offerors facility to inspect the site(s) where services are to be performed and to satisfy Government regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.7 QUESTIONS REGARDING REQUEST FOR PROPOSAL

The Offeror is requested to email written questions concerning any areas of uncertainty which require clarification or correction, by 10:00AM Eastern Standard Time, on June 15, 2026. Questions should be submitted to: Lesley A. Stewart, StewartLA@state.gov. A set of questions and answers will be furnished to all prospective Offerors. Questions shall be prepared in the following format:

Date:_____

From: [Name, Company, and Phone Number of Respondent]

To: Lesley A. Stewart, Contracting Officer at StewartLA@state.gov

Subject: Questions Regarding DOS RFP# 19AQMM26R0167

	Question	Solicitation paragraph and page # that relates to question	Recommended answer or solution (if any)
1.			
2.			
3.			

L.8 PROPOSAL PREPARATION INSTRUCTIONS

L.8.1 Written Proposal Content Requirements

Each Offeror shall submit a proposal that clearly and concisely describes and defines the Offeror's response to the requirements contained in the RFP. Use of general or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement. Simply repeating or paraphrasing the RFP requirements without substantive, meaningful discussion will not be acceptable. Unnecessary elaboration or presentation beyond that which is sufficient to present a complete and effective proposal is not desired and may be construed as an indication of the Offeror's lack of understanding of the requirements or cost consciousness. Elaborate artwork or visual or other presentation aids are neither necessary nor desired. The desire is for clear succinct pictorials, graphs, etc.

L.8.2 Organization of Volumes

The entire proposal shall consist of two (2) separate volumes, organized as follows:

Volume I: Technical Proposal

A. Technical Approach
B. Past Performance
C. Plan of Operation and Management Structure
D. Key Personnel

E. Quality Assurance Plan

Volume II: Non-Technical Price/Cost Proposal only

Non-Technical Factors F: Price Proposal Information.

Volume II shall consist of the offeror's completed Attachment A and the offeror's Price Narrative.

L.8.3 General Requirements and Page Limitations

Each volume shall include a signed and dated cover letter that includes the following: the RFP reference number; date the RFP was issued; the Department of State issuing office, location, and contact person; the closing date and time of the RFP (for submission of proposals); and the name, address (street, city, state, zip) of the Offeror submitting the proposal. However, the cover letter(s) shall contain no pricing or technical information. Any such information provided in the cover letter will not be evaluated. Please note: The DOS Seal is intended for use on official government documents only.

Each page within each volume and section shall be numbered using a consistent numbering scheme. This scheme shall also be used for all supporting documentation, such as charts, figures, diagrams, etc., that are included in each volume. Page numbering schemes that are difficult to track are not acceptable. Any pages exceeding the page limits will be discarded. The page limitations by volume are described below:

L.9 Technical Proposal - Volume I: The technical proposal shall address Factors A, B, C, D & E which are listed below.

FACTOR A: TECHNICAL APPROACH

The offerors proposal must include a technical approach that demonstrates the offerors ability to meet the requirements in the statement of work to include the minimum amenities requirements included in section C.5.

The total page limit for this section shall not exceed ten (10) pages.

FACTOR B: PAST PERFORMANCE

The Offeror shall provide information on no more than three (3) recent contracts or task orders for similar services, performed within the last five (5) years, that demonstrate its ability to successfully perform the requirements of this solicitation.

For each contract or task order, the Offeror shall provide:

-Customer name and address;

-Contract or task order number;

-Contract type;

-Period of performance (start and end dates);

-Contract value (annual and/or total);

- Brief description of services provided, including relevance to this requirement (e.g., furnished lodging, shuttle/transportation services, similar size/volume); and

-Customer point of contact (name, title, telephone, and email).

The Government will use this information, as well as information obtained from other sources (including but not limited to CPARS, other Government databases, direct contact with references, firsthand knowledge of Government personnel, and other credible sources, to

assess whether the Offeror's past performance record demonstrates a reasonable expectation of successful performance for this requirement.
The Government is not limited to the references provided by the Offeror and may seek past performance information from any relevant source, including contracts not identified by the Offeror. The Government may consider firsthand knowledge of the Offeror's performance on current or recent contracts, including contracts for which formal CPARS assessments have not yet been completed.
Offerors that do not have any relevant past performance, or for whom the Government cannot obtain relevant past performance information, must explicitly state this in their proposal. Such Offerors will not be rated favorably or unfavorably on past performance; they will be considered Neutral/Unknown with unknown confidence under this factor, provided there is no negative relevant past performance information.
The total page limit for this section shall not exceed ten (10) pages.

FACTOR C: PLAN OF OPERATION AND MANAGEMENT STRUCTURE

The offeror shall set forth the functions, responsibilities, qualifications, and authorities of their management personnel. The offeror shall provide a complete, clear, and concise organizational chart which delineates the role and responsibility of corporate management as it will pertain to the successful performance of the resulting contract. The offeror shall submit a Plan of Operation containing the proposed levels of staffing, showing numbers and types of personnel and a proposed plan for reservation(s) of accommodations for all travelers.

A. The plan shall provide methods and procedures that will be utilized to accomplish all required services under the solicitation, and which will ensure that all start-up, training, and qualification requirements will be accomplished both before the commencement date for services and satisfactorily maintained during the term of the contract. The offeror shall provide details on how personnel will be brought onsite without interruption starting with the first day of the contract. The offeror shall provide a plan that will fully accommodate housing needed for the travelers up to the maximum room nights proposed in the prior section.
B. Through the plan of operation, the offeror shall demonstrate their understanding of the requirements by outlining methods/plans for staffing and scheduling personnel so adequate supervision will be provided, and personnel will be available to always respond to emergencies, i.e., 24 hours / day, 7 days / week.) The offeror shall provide a detailed list of all properties proposed to be used to satisfy the needs of this contract.
C. For each property they will show how many apartments will be used; their size, i.e., number of bedrooms; and if each apartment is presently owned, or leased by the offeror, or if there is an agreement with the landlord to lease said property.
D. Proof of ownership, lease, or agreements to lease shall be provided upon request.
E. The plan of operation shall demonstrate who will be responsible for completing submittals. The offeror shall identify specifically and provide descriptive materials concerning the facilities where they propose to furnish lodgings.
F. The offeror shall provide a tentative bus/shuttle schedule for NFATC.
G. The offeror shall provide an Environmental Leadership plan in its proposal that demonstrates the offerors understanding of the requirements outlined in the Statement

of Work for the Environmental Leadership Requirement. The total page limit for this section shall not exceed thirty (30) pages.

FACTOR D: KEY PERSONNEL/RESUME

A. The offeror shall submit a resume for the proposed Program Manager. The offeror's proposal shall describe the extent to which the program manager shall have the authority to act on the company's behalf. The proposal shall identify the skill and experience level that is being proposed for their key personnel. The resume will be evaluated on the extent to which key personnel experience and qualifications are relevant and sufficient to accomplish the goals of the Program. The total page limit for this section shall not exceed five (5) pages (resumes are excluded from the total page limit for this section.)

FACTOR E: QUALITY ASSURANCE PLAN

The offeror shall submit a preliminary Quality Assurance Plan which demonstrates a clear and distinct understanding and appreciation of the need for quality control, and its direct relationship to, and effect upon, operational and maintenance and any other requirements covered within the Solicitation.

A. A description of the inspection system that covers all services in the statement of work. That description shall be specific as to the areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and organization of the inspectors.
B. Samples of inspection forms, checklists, customer satisfaction forms, and customer complaint forms as used. A description of how any discrepancies and customer complaints will be resolved.
C. A description of the records to be kept to document inspections and corrective or preventive actions taken.
D. The records of inspections, customer satisfaction forms and customer complaint forms shall be kept and made available to the Government throughout the base year and through all option years until final settlement of any claims under this contract. At that time, the contractor shall provide these records to the Government as requested. The total page limit for this section shall not exceed fifteen (15) pages.

L.9.1 Volume II: Price/Cost Proposal

Non-Technical Factors F: Price Proposal Information

1. "Offeror," as described herein, is identified in block 15A on Standard Form (SF) 33.
2. The Offeror shall submit a compliant proposal. A compliant price proposal satisfies all pricing instructions stated under "Price Proposal Instructions" below.
3. Attachment A contains the Pricing Table for lodging and the courtesy shuttle.
4. In the Pricing Table, the number in the "Quantity" column represents the RFP-specified estimated number of room nights per year. Such quantities are being used for evaluation purposes only.
5. In the Pricing Table, the number in the Government-Estimated Price/Room Night represents the Government's estimate average price per night, over the course of one (1) year. This number is for evaluation purposes only. During administration, the Government will adjust the actual quantities in Attachment B each year to reflect actual

GSA nightly rates. See B.5. No action is required by the offeror to complete any part of the PCS Lodging Prices Attachment, B.

6. The Six-Month Option to Extend reflects any Government extension of the contract, pursuant to FAR 52.217-8 (Option to Extend Services).
7. The Contracting Officer will fill in the tables and other blank spaces in Attachment B (PCS Lodging Prices) prior to contract award. Because Section B remains in the contract and because the proposed information may not match the awarded information, the Price Volume is the appropriate place for the Offeror to submit its proposed information.
8. Certified cost or pricing data, as described in FAR subpart 15.4 (Contract Pricing), are not required and relied upon for award of the contract because the contract is for commercial products and commercial services. Instead, where applicable, the Government will require and rely upon data other than certified cost or pricing data.
9. At this time, the Government does not require submission of (prime) Offerors' or subcontractor Offerors' build-up of the proposed Fixed-Unit-Price per room night, but the Government reserves the right to require such information during the source selection process, if necessary.
10. The Offeror is not required to submit information that is not solicited under "Price Proposal Instructions" below. If the Offeror submits such information, the Government is not required to review it. However, if the Government reviews it and finds any of it objectionable, the Offeror runs the risk of its proposal being rated unfavorably.
11. The Offeror shall assume that the Government will not incorporate its price proposal, including any assumptions, into any resulting IDIQ contract.
12. Negotiated lodging prices will be entered by the Government into Attachment A (Lodging Pricing Tables), which will be incorporated into the contract.

L.9.2 Price Proposal Instructions

1. a. The price proposal, which shall be in an electronic format only, shall consist of the following, which are described further in this subsection:

- Narrative (one file in Word or PDF)
- Pricing Table (in the same Excel workbook provided by the Government) (see Attachment A).
- Supporting Information [file(s) in Word, PDF, and/or Excel]

b. The Offeror shall include its name in the file name of each foregoing file.

2. In the Pricing Table, the Offeror shall complete the orange-highlighted areas only.

3. In the Pricing Table, the Offeror shall not hide or lock any rows, columns, or cells that contain proposed data.

4. The Offeror shall use, for pricing purposes, the following period of performance:

Base Year: August 1, 2026 – July 31, 2027
Option Year 1: August 1, 2027 – July 31, 2028
Option Year 2: August 1, 2028 – July 31, 2029
Option Year 3: August 1, 2029 – July 31, 2030
Option Year 4: August 1, 2030 – July 31, 2031
Six-Month Option to Extend (FAR 52.217-8): August 1, 2031 – January 31, 2032

5. In the Pricing Table, under “Fixed-Unit-Price per Room Night” and “Firm-Fixed-Price” the Offeror shall propose one price for the CLIN per period which will be applicable to all rooms as described in Section C.
6. Offerors shall propose a contractor-applied discount and resulting Fixed-Unit-Price per Room Night for lodging type as described in Section C

1. a. Offerors are encouraged to propose a contractor-applied discount of 35% or greater off the lodging rates specified by GSA.

Note: If the Offeror normally allocates indirectly the costs associated with a CLIN identified in the Pricing Table, we remind the Offeror that such allocation does not relieve the Offeror from complying with each solicitation term, including this instruction.
7. In the Pricing Table, each proposed price shall not exceed two decimal places.
8. In the Pricing Table, each proposed dollar amount shall be in United States dollars.
9. In the Pricing Table, the Government provided formulas, as applicable, to calculate automatically each proposed Subtotal, Total, and Overall Proposed Price. The Offeror shall verify all formulas and otherwise the arithmetic accuracy of all proposed information.
10. In the “Lodging and Shuttle Table” Worksheet, offerors shall only complete the orange highlighted cells, which contain the proposed monthly firm-fixed-price for shuttle services.
11. In the “Applied Discount” Worksheet, offerors shall complete all orange highlighted cells, which contain the proposed contractor-applied discount to the Government-Estimated Price per Room Night. The resulting Fixed-Unit-Price per Room Night will automatically populate to the “Lodging and Shuttle Table” Worksheet. The calculated Fixed-Unit-Price per Room Night will be used for evaluation purposes only. The percentage discount will be the binding pricing term upon award.
12. The proposed contractor-applied discount will constitute the awarded pricing basis and will apply to the published GSA lodging rates during contractor performance, subject to any negotiated revisions resulting from discussions.
13. In the Supporting Information, the Offeror, in accordance with FAR 15.404-3(b) (Subcontract Pricing Considerations), shall conduct appropriate cost or price analyses to establish the reasonableness of proposed subcontract prices, and shall include the results of these analyses.

a. Results shall be in the form of the Offeror’s cost/price analysis report(s). The report(s) shall include:
1. Cost/price analysis technique(s) used (e.g., comparison of proposed prices received in response to the solicitation);
2. Summary findings;
3. Detailed findings; and
4. Basis for the determination of fair and reasonable proposed subcontract prices.

L.9.1 Exclusions from the Page Limitations

In Volume I, Technical Proposal, the cover letter, table of contents, dividers, tabs, and cover sheets shall be excluded from the page limitations.
As there are no page limits on the submission requirements for Volume II, Price/Cost Proposal. However, the Offeror shall ensure that the Price/Cost proposal, including the cover letter, does

not include any information that should be contained in Volume I, Technical Proposal. Any technical information placed in Volume II Price/Cost Proposal, will not be passed on to the Technical Evaluation Team and such technical information will not be evaluated at all. The Offeror shall also ensure that Volume I, Technical proposal does not contain any price/cost information.

If price/cost information is included in the technical proposal, that information will not be evaluated and may result in the proposal being rated unfavorable or unacceptable for the affected evaluation factor(s).

L.9.2 General Format Requirements

The following general format requirements shall be met for Volume I and II, Technical Proposal, and Price/Cost Proposal:

1. Pages are to be standard 8 ½" by 11" size.
2. 12-point size type shall be used. The font shall be Times Roman. The font size for tables and figures, and any other type of inserts can be no smaller than 8 point; the font size for any graphics as it appears on the printed page can be no smaller than 8 point.
3. Margins shall be one-inch at top/bottom and left/right of the page and pages may not be reduced in format. Headers and footers are allowed in the margins and their font size can be no smaller than 10 point.
4. Pages shall be printed single-sided.

L.10 Proposal Submission Instructions

Offeror submissions must be received by the Government via e-mail on July 08, 2026 Date/ time 10:00am @Eastern Time. When submitting proposals to Lesley A. Stewart, via email StewartLA@state.gov, Contracting Officer the offeror shall request read receipts and should also request a confirmation email from the Contracting Officer acknowledging receipt of the proposal to ensure the CO receives the offeror's proposal.

File Naming Convention: Offerors shall include their company name in the file name of each submitted file (e.g., "CompanyName_Volume_I_Technical.pdf").

Email Delivery Issues: If an offeror experiences technical difficulties with email submission, the offeror should immediately contact the Contracting Officer for guidance. The Government is not responsible for emails that are not received due to spam filters, file size restrictions, or other technical issues

L.11 DISCUSSIONS AND FINAL PROPOSAL REVISION (FPR)

The Government reserves the right to conduct discussions with offerors during the evaluation of proposals. The Government reserves the right to request final proposal revisions, if deemed necessary. If discussions are conducted or final proposal revisions are requested, instructions will be communicated to the offeror. However, the Government reserves the right to make contract award without holding discussions and/or requesting final proposal revisions

L.12 OPTION PERIODS

This solicitation states that the Government reserves the right to exercise options unilaterally. Therefore, price/cost information, conforming to the above requirements for submitting pricing data, shall be furnished for each separate twelve-month option period.

L.13 POST AWARD DEBRIEFING

The Offeror must request a post-award debriefing within 3 days of being notified that award has been made as stated in FAR 15.505 (Preaward debriefing of offerors) or FAR 15.506 (Postaward debriefing of offerors). The request must be made in writing. In accordance with a properly executed request, the Government shall provide a debriefing and furnish the basis for the selection decision and contract award. To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request.

L.14 EXCEPTIONS AND DEVIATIONS

Offerors are cautioned that any exceptions or deviations taken to any portion of this solicitation may result in that Offeror's entire proposal being declared unacceptable. It is the Government's intent that a successful Offeror will satisfactorily meet each and every requirement as stated in the solicitation.

Should the Offeror request exceptions and/or deviations from any requirement, the Performance Specifications, and/or any other clauses, provisions, or terms and conditions of the solicitation, that request shall be justified (e.g., the requirement is not technically achievable, or the Government referenced the wrong standard).

The Offeror shall identify each requirement, clause, provision, or term and condition for which exceptions and/or deviations are requested in the appropriate proposal. Each exception and/or deviation identified shall be fully explained including sufficient justification as to technical problems, cost savings, and/or benefits to the Government so that the Government can thoroughly evaluate the Offeror's input and determine if it is in the best interests of the Government to amend the solicitation and allow all Offerors to respond to the amended requirement(s).

If the Offeror's explanation is not acceptable to the Government, the exception and/or deviation will not be allowed and, unless the original requirement is met, the proposal may be found unacceptable.

L.15 MATHEMATICAL DISCREPANCIES

In the event of discrepancy between the unit prices and their extensions, the extensions will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices and the total proposal price, the total proposal price will be adjusted accordingly.

L.16 FACSIMILE SUBMISSIONS, MODIFICATIONS, OR WITHDRAWALS of PROPOSALS

Facsimile proposals, modifications, or withdrawals of proposals are not permitted and will be disregarded if received.

L.17 PRIME CONTRACTOR RESPONSIBILITIES

The Offeror shall be in the Prime Contractor for procurement of the services offered. The Offeror alone with be held responsible by the Government for performance of all Contractor obligations under any contract resulting from its proposal. The Government, in turn, will render payment of any and all charges solely to the Prime Contractor. The Offeror is reminded that any resultant contract will not create any contractual relationship between the Government and any eventual Subcontractors.

52.212-2 - Evaluation-Commercial Products and Commercial Services (DEVIATION JAN 2026)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

See section M See section MSee section M

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price/approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]
(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).
(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

SECTION M - SECTION M EVALUATION FACTORS FOR AWARD

SECTION M EVALUATION FACTORS FOR AWARD

M.1 GENERAL

This source selection is being conducted on a competitive basis, restricted to Small Business Participants only.

M.2 BASIS FOR AWARD

The Government intends to award multiple awards (up to three) indefinite-delivery, indefinite-quantity (IDIQ) contracts as a result of this solicitation. However, the Government reserves the right to award fewer or more awards, including no award at all, depending on the quality of the proposals submitted, budgetary limitations or if no proposals are found acceptable.
The award decision will be made on a Best Value Trade-off basis. The Government will conduct an assessment of each proposal and make award to the responsible offeror(s) whose proposal(s) represent the best value to the Government, considering the relative importance of the evaluation factors stated below.
Award will not be made without a responsibility determination in accordance with FAR Subpart 9.1. The Contracting Officer must make an affirmative determination that the prospective awardee meets the standards of responsibility set forth in FAR 9.104-1, including that the contractor:
- Has adequate financial resources or the ability to obtain them.
- Is able to comply with the required performance period.
- Has a satisfactory performance record.
- Has a satisfactory record of integrity and business ethics.
- Has the necessary organization, experience, accounting and operational controls, and technical skills; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Contracting Officer may use past performance information, financial information, and other relevant data in making the responsibility determination.

M.3 EVALUATION FACTORS

Proposals will be evaluated based on the following factors, listed in descending order of importance:

Factor B - Past Performance (MOST IMPORTANT)
Factor F - Price/Cost (SECOND MOST IMPORTANT)
Factor A - Technical Approach
Factor C - Plan of Operation and Management Structure
Factor D - Key Personnel
Factor E - Quality Assurance Plan

Past Performance is the most important evaluation factor. Price/Cost is the second most important factor. Factors A, C, D & E, when combined, are less important than Past Performance and Price/Cost but will be considered in the trade-off analysis.
Factors A, C, D, and E are of equal importance to each other.

M.3.1 REJECTION OF OFFERS

The Government reserves the right to reject a proposal if one of the following conditions exists:
1. Offeror fails to submit any of the proposal documents required by Section L.
2. Offeror submits a proposal that could not be made technically acceptable without a major rewrite.
3. Offeror exceeds the page limitations specified in Section L without prior authorization. Pages exceeding the stated limits will not be evaluated and may result in an Unacceptable rating if critical information is missing.

M.4 PROPOSAL EVALUATION

(a) The Offeror's proposal will be evaluated to determine whether it meets the requirements described in the solicitation.
(b) An analysis may be conducted based upon the data submitted by the Offeror in order to determine whether the proposed price is fair and reasonable.
(c) Award will be made to the responsible offeror(s) whose proposal:

- Conforms to the solicitation's requirements;
- Represents the best value to the Government based on the evaluation factors and their relative importance;
- and is submitted by an offeror determined to be responsible in accordance with FAR 9.104-1.

The Government will conduct a trade-off analysis, considering the relative importance of price and non-price factors. The Government may select other than the lowest priced proposal or other than the highest technically rated proposal if the Contracting Officer determines that doing so represents the best value to the Government.

M.4.1 Adjectival Ratings for technical evaluation factors

Technical evaluation factors (Factors A, C, D, and E) will be rated using the following adjectival rating scale. Past Performance (Factor B) uses a separate rating scale defined in M.5.2.

Outstanding - Proposal exceeds the requirements in multiple significant areas and contains multiple strengths and no weaknesses or deficiencies. The approach demonstrates exceptional understanding and capability that significantly exceeds the Government's requirements. Good probability of success with very low degree of risk of unsuccessful performance.

Acceptable - Proposal meets the requirements and contains no significant weaknesses or deficiencies. The approach demonstrates an adequate understanding and capability to meet the Government's requirements. Reasonable probability of success with low degree of risk of unsuccessful performance.

Marginal - Proposal does not clearly meet all requirements, nor does it demonstrate an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which may require correction. Some areas of concern may not have been fully addressed by offeror, leaving some ambiguities. Risk of unsuccessful performance is moderate.

Unacceptable -Proposal does not meet requirements and contains one or more deficiencies. Risk of unsuccessful performance is high. Proposal is unawardable without being rewritten. Proposals rated Unacceptable will not be considered for award.

Definitions:

- Strength: An aspect of an offeror's proposal that exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
- Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.
- Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses that increases the risk of unsuccessful contract performance to an unacceptable level.

M.5 TECHNICAL EVALUATION FACTORS FOR AWARD

Technical proposals will be evaluated based on the following technical evaluation factors (M.5.1 through M.5.5). Factors A, C, D, and E will be rated using the adjectival rating scale defined in M.4.1 (Outstanding, Acceptable, Marginal, Unacceptable). Factor B (Past Performance) will be rated using the scale defined in M.5.2.

M.5.1 Factor A / Technical Approach:

1. The Government will evaluate the offeror's technical approach. The proposal must demonstrate the offeror’s ability to meet the requirements in the statement of work to include the minimum amenities requirements included in section C.5. The Government will assess the degree to which the proposed technical approach demonstrates understanding of the requirements, feasibility of the approach, and likelihood of successful performance. The total page limit for this section shall not exceed ten (10) pages.
2. Factor A will be rated using the adjectival rating scale in M.4.1 (Outstanding, Acceptable, Marginal, or Unacceptable). The Government will evaluate:

- The degree to which the technical approach demonstrates understanding of the SOW requirements;
- The feasibility and effectiveness of the proposed approach;
- The degree to which the approach addresses all minimum amenities requirements in Section C.5;
- Any strengths that exceed requirements or provide added value;
- Any weaknesses or deficiencies that may affect performance; and
- The overall likelihood of successful contract performance.

M.5.2 Factor B / Past Performance

Past Performance is the most important evaluation factor in this source selection.
Past Performance will be evaluated to determine the Offeror's record of performance and the relevance of that performance to the requirements of this solicitation. The Government will evaluate the past performance information submitted in Volume I, Factor B, and may also use information obtained from other sources.
Sources of past performance information may include, but are not limited to:

- Contractor Performance Assessment Reporting System (CPARS);
- Other Government databases and performance reporting systems;
- Information from other Government departments and agencies;
- Internal Department of State records and files;
- Direct contact with customer references provided by the Offeror;
- Direct contact with customer references not provided by the Offeror but identified by the Government;
- Firsthand knowledge of Government personnel who have direct experience with the Offeror's performance on current or recent contracts, including contracts for which formal CPARS reports have not yet been completed or are not available;
- Knowledge of ongoing contract performance, including contracts currently being performed for the Department of State or other Government agencies;
- Publicly available information regarding the Offeror's performance; and
- Any other relevant and credible sources.

The Government is not limited to the past performance references submitted by the Offeror and may seek information from any source deemed relevant and reliable. The absence of CPARS reports or formal past performance documentation does not preclude the Government from considering other credible evidence of an Offeror's performance record, including direct observation and firsthand knowledge of Government personnel.
For contracts currently in performance or recently completed contracts for which formal performance assessments are not yet available in CPARS, the Government may rely on:

- Direct knowledge and observations of Contracting Officer's Representatives (CORs);
- Direct knowledge and observations of Contracting Officers;
- Direct knowledge and observations of program office personnel;

- Interim performance assessments or quality assurance reports;
- Correspondence, meeting notes, and other documentation related to contract performance;
- Records of corrective action requests, cure notices, or other performance-related communications; and
- Any other relevant and reliable information regarding ongoing or recent performance.

The Government will assess:

- The quality of the Offeror's performance on contracts for similar services;
- The relevance of the past performance to the requirements of this solicitation;
- The recency of the past performance;
- The complexity and scope of the past performance compared to this requirement;
- Any trends (positive or negative) in the Offeror's performance record; and
- The reliability and credibility of the source of the past performance information.

Past Performance will be evaluated using ratings that combine an assessment of the Offeror's performance record with the Government's confidence in predicting future performance. Each rating reflects both the quality of past performance and the relevance and the reliability of the information available.

Ratings are defined as follows:

High Confidence - The Offeror has a demonstrated record of acceptable performance that generally meets or exceeds contractual requirements on contracts of similar scope, complexity, and relevance. Performance problems, if any, were minor and quickly resolved. Based on recent and relevant performance information, the Government has a high degree of certainty that the Offeror will successfully perform the required effort.

Satisfactory Confidence - The Offeror has a demonstrated record of acceptable performance, that generally meets contractual requirements on contracts or similar scope, complexity and relevance. Performance problems, if any, were resolved satisfactorily. The Government has a reasonable degree of certainty that the Offeror will successfully perform the required effort, though some uncertainty exists due to limited recent or relevant performance history.

Limited Confidence - The Offeror has a demonstrated record of performance that reflects a general pattern of marginal performance, or there is a lack of relevant past performance information. Performance problems may have been frequent and/or significant, though eventually resolved. Based on the available information, the Government has some doubt concerning the Offeror's ability to successfully perform the required effort due to lack of relevant performance history or past performance issues.

No Confidence - The Offeror has a demonstrated record of performance that reflects significant performance problems that were not resolved satisfactorily, or the Offeror has failed to perform on contracts of similar scope, complexity, and relevance. Based on the Offeror's performance record, the Government has serious doubts or no confidence in the Offeror's ability to successfully perform the required effort.

Neutral/Unknown - The Offeror has no relevant past performance history, or past performance information is not available. The Government cannot assess the Offeror's ability to perform

due to lack of relevant past performance information. This rating is neither favorable nor unfavorable.

Evaluation Considerations:

The Government's confidence assessment will be based on:

- The quality and relevance of the past performance information available;
- The recency of the past performance;
- The similarity of the past performance to the requirements of this solicitation;
- The source and reliability of the past performance information, including whether it is based on formal assessments, firsthand Government knowledge, or other credible sources;
- The consistency of the performance record across multiple contracts; and
- The depth and specificity of the performance information available

Offerors are encouraged to provide complete and accurate past performance information, including points of contact who can verify performance. However, Offerors should be aware that the Government may obtain past performance information from sources other than those provided by the Offeror, and such information will be considered in the evaluation.

M.5.3 Factor C / Plan of Operation and Management Structure

1. The Government will evaluate the offeror's Plan of Operation and Management Structure. To be considered acceptable, the proposal must clearly demonstrate that the offeror sets forth the functions, responsibilities, qualifications, and authorities of the management personnel. The offeror will be evaluated on how complete, clear, and concise their organizational chart is, which delineates the role and responsibility of corporate management as it pertains to the successful performance of the resulting contract. The offerors Plan of Operation will be evaluated based on the proposed levels of staffing, showing numbers and types of personnel and a proposed plan for reservation(s) of accommodations for all travelers.

The Government will evaluate the offeror’s methods and procedures that will be utilized to accomplish all required services under the solicitation, and which must ensure that all start-up, training, and qualification requirements will be accomplished both before the commencement date for services and satisfactorily maintained during the term of the contract. The Government will evaluate how the offeror explains in detail how personnel will be brought onsite without interruption starting with the first day of the contract. The offeror must provide a plan that will fully accommodate housing needed for the travelers up to the maximum room nights proposed in the prior section.

The offeror must demonstrate their understanding of the requirements by outlining methods/ plans for staffing and scheduling personnel so adequate supervision will be provided, and personnel will be available to always respond to emergencies, i.e., 24 hours / 7 days / week.

The offeror must provide a detailed list of all properties proposed to be used to satisfy the needs of this contract.

For each property the offeror must indicate how many apartments will be used; their size, i.e., number of bedrooms; and if each apartment is presently owned, or leased by the offeror, or if there is an agreement with the landlord to lease said property.

Proof of ownership, lease or agreements to lease shall be provided upon request.
The offeror must identify who will be responsible for completing submittals. Offeror must specifically identify and provide descriptive materials concerning the facilities where they propose to furnish lodgings.
The offeror shall provide a tentative bus/shuttle schedule for NFATC that meets the Government's requirements in this solicitation. The Government will evaluate the offeror's Environmental Leadership plan in its proposal based on the degree to which the offeror demonstrates commitment to providing goods and services that are efficient and environmentally sustainable. The total page limit for this section shall not exceed thirty (30) pages.
2. Factor C will be rated using the adjectival rating scale in M.4.1 (Outstanding, Acceptable, Marginal, or Unacceptable). The Government will evaluate:

- The completeness, clarity, and feasibility of the organizational chart and management structure;
- The adequacy of proposed staffing levels, types, and qualifications;
- The effectiveness of the proposed methods and procedures for accomplishing all required services;
- The adequacy of the start-up, training, and transition plan;
- The comprehensiveness of the plan to accommodate housing needs up to maximum room nights;
- The adequacy of 24/7 emergency response capabilities;
- The completeness and suitability of the list of properties and facilities;
- The adequacy of property ownership/lease documentation;
- The feasibility and adequacy of the proposed bus/shuttle schedule;
- The quality and commitment demonstrated in the Environmental Leadership plan;
- Any strengths that exceed requirements or provide added value;
- Any weaknesses or deficiencies that may affect performance; and
- The overall likelihood of successful contract performance.

M.5.4 Factor D / Key Personnel

1. The Government will evaluate the resume for the Program Manager. The offeror’s proposal shall describe its capability to show the extent to which the program manager will have the authority to act on the company’s behalf. The Government will evaluate the offeror’s proposal to determine if it identifies the skill and experience level that is being proposed for their key personnel. The resume will be evaluated on the extent to which key personnel experience and qualifications are relevant and sufficient to accomplish the goals of the Program. The total page limit for this section must not exceed five (5) pages (resume(s) are excluded from the total page limit for this section.)
2. Factor D will be rated using the adjectival rating scale in M.4.1 (Outstanding, Acceptable, Marginal, or Unacceptable). The Government will evaluate:

- The relevance and depth of the Program Manager's experience on similar contracts;
- The qualifications and credentials of the Program Manager;

- The extent of authority the Program Manager will have to act on the company's behalf;
- The overall suitability of the Program Manager to successfully manage this contract;
- Any strengths in key personnel that exceed requirements or provide added value;
- Any weaknesses or deficiencies in key personnel qualifications or experience; and
- The overall likelihood that the proposed key personnel will successfully perform their duties.

M.5.5 Factor E / Quality Assurance Plan

1. The Government will evaluate the preliminary Quality Assurance Plan which demonstrates a clear and distinct understanding and appreciation of the need for quality control, and its direct relationship to, and effect upon, operational and maintenance and any other requirements covered within the Solicitation.

The Government will evaluate the offeror’s description of the inspection system that covers all services in the statement of work. That description shall be specific as to the areas that are to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and organization of the inspectors.

The Government will evaluate samples of inspection forms, checklists, customer satisfaction forms, and customer complaint forms, along with the offeror’s ability to provide a description of how any discrepancies and customer complaints will be resolved.

The Government will evaluate the offeror’s description of the records that are to be kept to document inspections and corrective or preventive actions taken.

The Government will evaluate the offeror's ability to maintain the records of inspections, customer satisfaction forms and customer complaint forms and make them available to the Government throughout the base year and through all option years until final settlement of any claims under this contract. At that time, the contractor shall provide these records to the Government as requested. The total page limit for this section shall not exceed fifteen (15) pages.

2.Factor E will be rated using the adjectival rating scale in M.4.1 (Outstanding, Acceptable, Marginal, or Unacceptable). The Government will evaluate:

- The comprehensiveness and clarity of the Quality Assurance Plan;
- The adequacy and specificity of the inspection system, including areas, frequency, and inspector qualifications;
- The quality and completeness of sample inspection forms, checklists, customer satisfaction forms, and complaint forms;
- The effectiveness of the proposed approach to resolving discrepancies and customer complaints;
- The adequacy of the recordkeeping system for documenting inspections and corrective/ preventive actions;
- The plan's ability to ensure quality control throughout contract performance;
- Any strengths that exceed requirements or provide added value;
- Any weaknesses or deficiencies that may affect quality control; and
- The overall likelihood that the Quality Assurance Plan will ensure successful contract performance.

Volume II: COST/PRICE

Non-Technical Factor F: Cost/Price Proposal

Price/Cost is the second most important evaluation factor, more important than all other non-price factors except Past Performance.

The principal basis for evaluating price as a factor for contract award under this solicitation will be an evaluation of the reasonableness of the Offeror's overall proposed price identified in the Pricing Table.

The Government will conduct an evaluation to determine that the final agreed-to overall price is fair and reasonable. The Government will use one or more of the proposal analysis techniques stipulated in FAR 15.404 (Price Analysis) to conduct the evaluation.

Offerors shall propose a single percentage discount off GSA lodging rates. For evaluation purposes only, offerors shall calculate and provide the resulting fixed price per night based on the RFP-specified price per nights lodging rate in the Pricing Table. The percentage discount will be the binding pricing term upon award. The fixed price calculation is for evaluation comparison purposes only and will be recalculated based on the actual GSA rate in effect at the time of each task order.

The Government will use the RFP-specified Estimated Room Nights in the Pricing Table for evaluation purposes only. The Government does not commit to order these quantities.

The Government will use the RFP-specified GSA Lodging Rates in the Pricing Table for evaluation purposes only. These rates represent the Government's best estimate of future GSA rates but are subject to change. The awarded percentage discount will be applied to the actual GSA rate in effect at the time each task order is placed

The proposed Contractor-Applied Discount percentage specified in the Pricing Table will be used as the awarded pricing information term if award is made without discussion or will be used as the basis of negotiation if award is made with discussions.

The Government will evaluate offers for contract award purposes by adding the total proposed price for all option periods and extension to the total proposed price for the base period. Evaluation of options and extension will not obligate the Government to exercise the option(s) and extension, respectively.

The Government will not adjust any proposed price which was calculated incorrectly, resulted from another applicable error(s), resulted from an applicable omission(s), or resulted from the Offeror failing to comply with an applicable pricing instruction(s) identified in RFP Section L. Failure to comply with instructions may be grounds to exclude the proposal from further consideration.

M.6 TRADE OFF ANALYSIS AND AWARD

The Government will conduct an assessment and trade-off analysis of proposals against the stated evaluation factors.

Past Performance is the most important factor. Price/Cost is the second most important factor. Factors A, C, D, and E, when combined, are less important than Past Performance and Price/ Cost but will be considered in the trade-off analysis.

The Government will make award to the responsible offeror(s) whose proposal represents the best value to the Government, considering the relative importance of the evaluation factors.
The Government may select a higher priced proposal if the Contracting Officer determines that the benefits associated with the higher rated non-price factors, particularly Past Performance, outweighs the additional cost and provide the best value to the Government.
The Government is more concerned with obtaining superior Past Performance and technical capability than with making awards at the lowest overall price/greatest percentage discount. However, the Government will not pay a significantly higher price for only slightly superior non-price features.
The Government's trade-off analysis will consider both the adjectival ratings and, for Past Performance, the confidence assessments. For Past Performance, a proposal with a slightly lower adjectival rating but higher confidence may be considered more favorable than a proposal with a higher adjectival rating but lower confidence, depending on the specific circumstances and the Government's assessment of risk.
For example, an Offeror with a "Very Good" Past Performance rating and "High Confidence" may be viewed more favorably than an Offeror with an "Exceptional" Past Performance rating but "Limited Confidence," if the Source Selection Authority determines that the certainty of successful performance outweighs the marginal difference in past performance quality.
Award will not be made without a responsibility determination in accordance with FAR Subpart 9.1. Before making award, the Contracting Officer must determine that the prospective awardee is responsible in accordance with FAR 9.104-1. The Contracting Officer's determination of responsibility may consider, among other things:

- Past performance information obtained during the evaluation process;
- Financial capability and resources;
- Ability to comply with the required performance period;
- Record of integrity and business ethics;
- Necessary organization, experience, and technical skills;
- Production, construction, and technical equipment and facilities; and
- Other qualifications and eligibility criteria under applicable laws and regulations.

If the Contracting Officer determines that a prospective awardee is not responsible, award will not be made to that offeror, regardless of its technical or price evaluation results.

M.7 DISCUSSIONS AND FINAL PROPOSAL REVISIONS

The Government intends to award without discussions; however, the Government reserves the right to conduct discussions if it is in the Government's best interest.
If discussions are conducted, the Government will establish a competitive range in accordance with FAR 15.204-1. The competitive range will be determined on the basis of price and non-price factors and will include all proposals that have a reasonable chance of being selected for award. The Government may, however, limit the competitive range to the greatest number of proposals that will permit an efficient competition. Only offerors in the competitive range will be eligible for discussions and award.

If discussions are held, the Government may address both technical and price aspects of proposals.
Offerors in the competitive range may be given the opportunity to revise their proposals to address deficiencies, weaknesses, and other areas identified by the Government.
Following discussions, the Government may request final proposal revisions (FPRs).
The Government will establish a common cutoff date for receipt of FPRs. FPRs shall be submitted only in response to the Government's request and only in the areas specified by the Government.

M.8 PROPOSAL SUBMISSION REQUIREMENTS

Offerors must comply with all page limitations specified in Section L. Pages exceeding the stated limits will not be evaluated. Offerors are encouraged to use concise, clear language and avoid unnecessary repetition.
Late proposals will be handled in accordance with FAR 52.212-1 or FAR 52.215-1, as applicable.

M.9 ORGANIZATIONAL CONFLICTS OF INTEREST

Offerors must identify any actual or potential organizational conflicts of interest in their proposal. The Government will evaluate whether any identified conflicts can be avoided, neutralized, or mitigated. Failure to disclose an organizational conflict of interest may result in disqualification from award or termination of any resulting contract.