Combined Synopsis & Solicitation

United States Embassy, Copenhagen, Kingdom of Denmark

Student Transportation Services

Issued by:
American Consulate General
Regional Procurement Support Office
Gießener Straße 30
60435 Frankfurt am Main
Germany

July 1, 2026

Combined Synopsis and Solicitation

Solicitation Number 19GE5026Q0092

The U.S. Consulate General Frankfurt hereby provides the following Combined Synopsis and Solicitation for:

School Bus Transportation Services, in Copenhagen, for the United States Embassy Copenhagen, Kingdom of Denmark, on behalf of the General Services Office (GSO). All interested companies shall review the solicitation and provide their quotes in accordance with the specifications provided in this document and attachments. This solicitation may result in the issuance of an Indefinite-Delivery, Indefinite-Quantity (IDIQ); financed by Firm-Fixed-Price Task Orders.

B.1 Background:

General Services Office proposes to provide standard school bus services (regular school and after school programs), exclusive to dependents of the U.S. Government employees within the Embassy of the Unites States of America in Copenhagen, in accordance with the Statement of Work in this contract.

B.2 Synopsis:

This is a combined synopsis/solicitation for commercial services prepared in accordance with FAR Part 12. This announcement constitutes the only solicitation. Offers are being requested, and a separate written solicitation will not be issued.

The solicitation number 19GE5026Q0092 is issued as a Request for Quotation (RFQ), for School Bus Transportation Services.

This acquisition is not set-aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

B.3 Contract Type:

The Government intends to award an Indefinite-Delivery, Indefinite-Quantity (IDIQ) to the responsible offeror whose offer is evaluated as the Lowest Price technically acceptable. The total price shall include all labor, equipment, delivery charges, materials, overhead, profit, insurance (see FAR 52.228-4 and 52.228-5), warranty, customs clearance, and all other expenses necessary to deliver the required supplies. No additional sums will be payable on account of any escalations in the cost of materials, equipment, or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in currency exchange rates.

For the purposes of this solicitation/RFQ and resulting award, the term "contract" stated herein, refers to the awarded IDIQ contract.

B.4 Contract Line Items

The offeror shall complete pricing information in Attachment 9.

B.5 Period of Performance:

Period	School Year
Base Period	2026–2027
Option Period 1	2027–2028
Option Period 2	2028–2029
Option Period 3	2029–2030
Option Period 4	2030–2031

See Attachment 1 for the school year calendar, including holidays. This attachment will be updated as necessary should optional periods of performance be exercised.

B.6 Minimum and Maximum Amounts

Minimum Guarantee: 70,000 Danish Kroner (DKK) for the entire contract performance period (base period plus any exercised option periods). This is not a per-year minimum.

Contract Ceiling (Single Award IDIQ): TBD.

The Government does not guarantee the number of passengers during any period. Funding will be obligated at the task order level.

B.7 Price Inclusions

The price for services shall include all direct and indirect costs for equipment and labor, including but not limited to: labor and overtime, employee benefits, all social insurance (including any severance liabilities required by law), licenses, communication equipment and associated expenses (radio or cell phones), vehicles, vehicle maintenance and repair, all operating costs, fuel, and profit.

B.8 Defense Base Act (DBA) Insurance:

B.8.1 DBA insurance is required for all United States citizens or residents and individuals hired in the United States, regardless of citizenship for any construction and services for U. S. overseas contracts. DBA insurance is also required for all Host Country Nationals (HCNs) and Third Country Nationals (TCNs) working overseas unless waved by the Department of Labor (DOL). Only the countries listed currently on the DOL's Active DBA Waivers are not required to have DBA insurance for Host Country Nationals(HCNs) and Third Country Nationals (TCNs). See website for country waivers: https://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm). The waiver is only valid if alternative worker's compensation benefits are provided to the waived employees pursuant to applicable local law. If there are no local worker's compensation laws, the waiver has no effect and HCN and TCN (if applicable by local law) working under a U. S. contract shall be included and covered under the DBA.

B.8.2 The DBA insurance may be obtained from any authorized DBA insurance broker, see Sub-Section I.14, FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act). (Jul 2014). New DBA insurances policies can be purchased directly from any DOL approved insurance carrier. A list of DOL approved carriers may be found at https://www.dol.gov/owcp/dlhwc/lscarrier.htm.

B.8.3 The Contractor will be reimbursed for DBA only to the extent the contractor provides documentary proof that DBA has been paid and only to the extent quoted in the Pricing Schedule.

B.8.4 DBA insurance cost will be evaluated as part of the total evaluated fixed price and included in the fixed price of the contract. Where DBA is applicable, the Contractor will be required to provide evidence of insurance (certification of coverage and apaid invoice) within 15 calendar days from the date of award.

B.8.5 The Kingdom of Denmark is currently included on the DOL's active waiver list, therefore DBA insurance is only required for employees performing work on this contract who are either US citizens or residences or who were hired in the United States.

B.9 Abbreviations

COR	Contracting Officer's Representative
DBA	Defense Base Act
DOSAR	Department of State Acquisition Regulations
FAR	Federal Acquisition Regulations
SOW	Statement of Work
UEI	Unique Entity ID

C. Statement of Work (SOW)

C.1 Scope of Contract

The purpose of this contract is to provide daily routine school bus transportation services, exclusively for dependents of U.S. Government employees assigned to the Embassy of the United States of America in Copenhagen, Denmark, who attend the Copenhagen International School. The Contractor shall provide supervision, labor, materials, fuel, and equipment necessary to fulfill this requirement.

C.2 General Requirements

The Contractor shall provide transportation services on school days, Monday through Friday, except on holidays and other days specifically designated by the school. The Contractor shall ensure that:

Children arrive at and depart from school at or before the required times established in Attachment 1;

No child spends more than 45 minutes one-way in a vehicle.

The following attachments provide current SOW information relating to school schedules, bus routes, and orders for contractor personnel:

Attachment 1: School Calendar

Attachment 2: School Contact Information & Hours

Attachment 3: General Orders

Attachment 4: Pick-up Locations

Attachment 6: SOW

D: PACKAGING AND MARKING

Not applicable to services. All deliverables shall be submitted in accordance with Section C (Attachment 6) and Section F of this contract.

E: Inspection and Acceptance

E.1 Quality Assurance and Surveillance Plan (QASP)

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

Performance Objective	Scope of Work Attachment 6 Paragraph	Performance Threshold
<u>Services</u> Performs all school bus services set forth in the scope of work.	I.A. thru II.G.	All required services are performed and no more than one (1) customer complaint is received per month.

Roles and Responsibilities

Contracting Officer (CO)

- Overall contract administration and enforcement
- Final authority on contract compliance issues
- Takes corrective action for continued unsatisfactory performance
- Approves major corrective action plans

Contracting Officer's Representative (COR)

- Day-to-day contract surveillance and monitoring
- Primary point of contact with contractor's supervisor
- Documents performance and complaints
- Conducts scheduled and unscheduled inspections
- Reviews and approves contractor submittals
- Recommends corrective actions to CO

Contractor's Project Manager

- Ensures workforce compliance with contract requirements
- Responds to COR notifications within specified timeframes
- Implements quality control measures
- Submits required documentation and reports

E.2 Acceptance

Acceptance of services shall be made by the COR. Services shall be accepted upon confirmation that they conform to the requirements of this contract, including the Performance Work Statement in Section C and the Quality Assurance Surveillance Plan (QASP) in Section H.

E.3 Unsatisfactory Performance

The COR shall advise the Contractor of any unsatisfactory performance and notify the Contracting Officer of continued unsatisfactory performance in accordance with the QASP.

F. Deliveries or Performance

F.1 Period of Performance

Period	School Year
Base Period	2026–2027
Option Period 1	2027–2028
Option Period 2	2028–2029
Option Period 3	2029–2030
Option Period 4	2030–2031

F.2 Notice to Proceed

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a **Notice to Proceed**. The Notice to Proceed will establish a performance start date of **no less than ten (10) days** from the date listed in the Notice to Proceed, unless the Contractor agrees to an earlier date.

F.3 Deliverables Schedule

Deliverable	Quantity	Delivery Date	Deliver To
Defense Base Act Insurance (if applicable)	1	10 days after award	Contracting Officer
Final TCN Housing Plan (if applicable)	1	10 days after award	Contracting Officer
Final TCN Recruitment Plan (if applicable)	1	10 days after award	Contracting Officer
Insurance Certificates	1	10 days after award	Contracting Officer
Licenses and Permits	1	10 days after award	Contracting Officer
List of Personnel (Drivers & Monitors)	1	10 days after award	COR
School Bus Schedule	1	10 days after award	COR
Preventive Maintenance Schedules	1	Upon request	COR
Monthly Payment Request (incl. signed IRS W-14)	Monthly	Monthly	COR

G. CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Representative (COR)

The COR is authorized to monitor contractor performance and provide technical direction within the scope of this contract. The COR is not authorized to modify the terms or conditions of the contract. All contract modifications must be executed by the Contracting Officer.

G.2 Contracting Officer

Mr. Travis Keon

Regional Procurement Support Office (RPSO)

Gießener Straße 30

60435 Frankfurt am Main

Germany

Email KeonTK@state.gov

G.3 Invoice Submission

The Contractor shall submit monthly electronic invoices in arrears to the Financial Management Office at:

CopenhagenUSFaktura@state.gov

A proper invoice must include:

Contractor's Name

Contractor's Danish Tax Identification Number (CVR Number)

Invoice Number

Delivery/Task Order Number

Payment Due Date

Breakdown of Services

VAT (priced as a separate line item)

Total Price

H. Special Contract Requirements

H.1 Subcontracting

The Contractor shall not subcontract for any services under this contract.

H.2 Security Requirements

The Contractor shall provide the COR with a list of all drivers and monitors who will perform under this contract no later than three (3) weeks prior to the start of the contract and shall provide updated lists as necessary. The list shall include approved primary and substitute drivers and monitors. The Contractor shall not substitute drivers or monitors other than those listed. All drivers and monitors must pass the Embassy's background check.

The list shall include:

- Full name
- Date and place of birth
- Passport number (if the driver or monitor is not of local nationality)
- Civil Registration Number (CPR Number)

H.3 Permits and Licenses

Without additional cost to the U.S. Government, the Contractor shall obtain all permits, licenses, and appointments required for performance under this contract, in compliance with applicable host country laws. The Contractor shall provide evidence of possession or application status for such permits, licenses, and appointments to the Contracting Officer within 10 days of award and shall provide updates as they become available. All application fees, justifications, and certifications for host government licensure are entirely the responsibility of the Contractor.

H.4 Removal of Contractor Employees

The Embassy may, at its sole discretion (via the Contracting Officer), direct the Contractor to remove any contractor employee from the contract for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract.

H.5 Unauthorized Passengers

Unauthorized passengers are not permitted on any vehicle. This includes children, spouses, relatives, employees, friends, or others who are not U.S. Embassy students. Transferring students from bus to bus without the knowledge of the dispatchers or the director is also prohibited.

I. Applicable Clauses and Provisions:

I.1 Clauses incorporated by reference

The full text of the referenced FAR and DOSAR clauses may be accessed electronically at https://www.acquisition.gov/ .

The selected Offeror must comply with the following commercial item terms and conditions, which are incorporated herein by reference:

Clause	Tittle and Date
FAR 52.203-6 Alt I	Restrictions on Subcontractor Sales to the Government (Nov 2021)
FAR 52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
FAR 52.204-13	System for Award Management-Maintenance (DEVIATION JAN 2026)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Deviation Jan 2026)
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Deviation Jan 2026)
FAR 52.217-8	Option to Extend Services (Nov 1999)
FAR 52.217-9	Option to Extend the Term of the Contract (Mar 2000)
FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Deviation Feb 2026)
FAR 52.222-50	Combating Trafficking in Persons (Deviation Feb 2026)
FAR 52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)
FAR 52.229-12	Tax on Certain Foreign Procurements (Feb 2021)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

FAR 52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)
FAR 52.233-3	Protest after Award (Deviation Jan 2026)
FAR 52.233-4	Applicable Law for Breach of Contract Claim (Deviation Jan 2026)
FAR 52.240-91	Security Prohibitions and Exclusions (Deviation Jan 2026)
FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (Deviation Jan 2026)
DOSAR 652.204-70	Department of State Personal Identification Card Policy and Procedures (Jan 2026)
DOSAR 652.225-70	Arab League Boycott Of Israel (Aug 1999)
DOSAR 652.225-71	Section 8(A) Of The Export Administration Act Of 1979, Amended (Aug 1999)
DOSAR 652.229-71	Personal Property Disposition At Posts Abroad (Aug1999)
DOSAR 652.237-72	Observance Of Legal Holidays And Administrative Leave (Feb 2015)
DOSAR 652.237-802	Contractor identification
DOSAR 652.243-70	Notices (Aug 1999)
DOSAR 652.232-72	Limitation Of Funds (AUG 1999)
DOSAR 652.242-70	Contracting Officer's Representative (Cor) (Aug 1999)

I.2 Provisions incorporated by reference

Provision	Tittle and Date
52.203-11	Certification And Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2024)
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)
52.204-7	System for Award Management - Registration (Deviation Jan 2026)
52.217-5	Evaluation of Options (Deviation Jan 2026)
52.225-17	Evaluation of Foreign Currency Offers (Feb 2000)

I.3 Clauses and Provisions in full text

The following clause(s) and provision(s) are provided in full text:

I.3.1 FAR 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.

(l) *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)

Alternate I (Deviation Date). When contemplating a time-and-materials or labor-hour contract, substitute the following paragraphs (a), (b), (i), (l), and (m) for those in the basic clause.

(a) The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference. As used in this clause—

Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(1) Performed by the contractor;

(2) Performed by the subcontractors; or

(3) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

Materials means—

(1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(2) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(4) The following subcontracts for services which are specifically excluded from the hourly rate: *[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]*; and

(5) Indirect costs specifically provided for in this clause.

Subcontract means any contract, as defined in FAR 2.101, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) *Inspection/Acceptance*.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract at all places and times before acceptance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require

subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (b)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (b)(4) and (5) of this clause, the Government may, at any time, require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(i) *Payments*.

(1) *Work performed*. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks

for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1*) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(*1*) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(*2*) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(*1*) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(*2*) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Unless listed below, other direct and indirect costs will not be reimbursed.

(*1*) *Other direct costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'".]*

(*2) Indirect costs (material handling, subcontract administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]*

(2) *Total cost*. The total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following

(access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government will pay any such increases within 30 days, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an 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; and

(D) Contractor point of contact.

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

(6) *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, and then at the rate applicable for each six-month period as established 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) The Contracting Officer will issue a final decision if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(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.

(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 default termination.

(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 prescribed in FAR part 32 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its

officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *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.

(9) 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.

(l) *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 under this contract 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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the

Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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 written 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. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i), Payments, of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (b)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, 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.

I.3.2 FAR 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 the period of 10 days prior to contract expiration.

(End of clause)

I.3.3 FAR 52.217-9 Option to Extend Services the Term of the Contract (Mar 2000)

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

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

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

I.3.4 DOSAR 652.222-800 - Recruitment of Third Country Nationals for Performance on Department of State Contracts (MAY 2023)

1. Where contracts exceeding the Simplified Acquisition Threshold will require the recruitment of Third Country Nationals (TCNs), the offeror is required to submit a Recruitment Plan as part of its proposal. Offerors providing employer furnished housing are required to submit a Housing Plan. All plans are assessed on a pass/fail basis.

2. Recruitment Plans must:

    a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.

    b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.

c. State in the offer that the recruited employee will not be charged recruitment fees as defined in FAR 22.1702 and FAR52.22-50. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State contracts. d. Recruitment fees included by the prime contractor in the contract price must be allowable by country law, allocable to the contract based on benefit to the program, and reasonable based on what a prudent businessperson would pay for similar expenses and charges. The reasonableness of recruitment fees should be assessed based on the reasonableness of the individual components.
e. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.
f. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
g. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a Housing Plan if it intends to provide employer furnished housing for TCNs. The Housing Plan must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes. Contractor shall comply with any Temporary Labor Camp standards contained in their contract. In contracts without a Temporary Labor Camp standard, a minimum of 70 square feet per employee must be allocated if an employee is housed individually; if housed together, a minimum of 50 square feet per employee must be allocated unless waived by the Contracting Officer. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will prevent human trafficking and treat employees with respect and dignity by taking the following actions:

a. Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents, passports, or immigration documents. Contractors and subcontractors are reminded of the prohibition contained in

Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation.

b. Contractor shall provide employees with signed copies of the/their employment contracts that are in a language the worker understands and define the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. Contracts must be provided prior to employee departure from their countries of origin. Fraudulent recruiting practices, including deliberately misleading information, will be considered a material breach of this contract.

c. Contractor shall provide all employees with the Department's "Know Your Rights" poster and document that employees have been briefed on the contents of the poster. The English language version is available at posters and accompanying directions or from the Contracting Officer.

d. Contractor shall display posters in worker housing advising employees in English and the dominant language of the TCNs being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline, StateOIG.gov/Hotline at 202-647-3320 or 1-800-409-9926 or via email at WPEAombuds@stateoig.gov.

e. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against procuring commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer's Representative.

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers who have traveled from other

countries for contract performance except an employee legally permitted to remain in the country of work and who chooses to do so; including an employee who is a victim of trafficking seeking victim services and/or legal redress in the country of employment and/or is a witness in a trafficking-related enforcement action.

g. Contractor shall monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.

h. The contractor agrees to include FAR Clause 52.222-50 Combating Trafficking in Persons in all subcontracts over the simplified acquisition threshold involving recruitment of third country nationals for subcontractor performance.

5. For contracts or subcontracts with performance overseas valued at $700,000 or more, other than those commercially available off-the-shelf items, offerors will certify with the submission of their proposal and annually thereafter that the contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent human trafficking and to comply with the provisions of this clause. The certification will confirm that, to the best of its knowledge and belief of the signatory, neither the prime nor its agents nor subcontractor have engaged in any trafficking related activities, including the procurement of a commercial sex act during the period of the contract, the use of forced labor in the performance of the contract, acts that support or facilitate trafficking in persons such as destroying or confiscating employees' documents or failing to provide return transportation, soliciting employees by use of fraud or charging recruitment fees or providing sub-standard housing described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause. The certification will also confirm that if any violations have been found, the contractor has taken the appropriate remedial and referral actions.

6. Contractors and subcontractors can find a model FAR compliance plan, a sample code of conduct, a supplier/subcontractor self-assessment questionnaire, and criteria to select and monitor labor recruiters among other tools on the Responsible Sourcing Tool website. The Responsible Sourcing Tool is designed to assist Federal contractors, procurement officials, and other stakeholders in identifying human trafficking or trafficking-related activities in their supply chains and developing effective management systems to prevent and address these issues. Beyond the due diligence tools, the site enables federal contractors, acquisition officials, and other entities to visualize human trafficking risks by location, industry sector, and commodity.

(End of clause)

I.3.5 DOSAR 652.242-73 - AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

(End of clause)

J. List of Attachments

Attachment 1: School Calendar
Attachment 2: School Contact Information & Hours
Attachment 3: General Orders
Attachment 4: Pick-up Locations
Attachment 5: Third Country National
Attachment 6: Statement of Work
Attachment 7: Form W-14
Attachment 8: Form W-14 Instructions
Attachment 9: Pricing
Attachment 10: Past Performance

K. Representations and Certifications

The offeror is required to fill and sign "Representations and Certifications" containing the following provisions:

K.1 FAR 52.240-90 - Security Prohibitions and Exclusions Representations and Certifications (Deviation Jan 2026)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

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

Marginalized populations of Sudan means—

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

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

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

(b) Procedures.

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

(2) FASCSA Orders.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(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 (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 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)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

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

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) Disclosure.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

K.2 FAR 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

K.3 Defense Base Act—Covered Contractor Employees.

(a) Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals		Local Nationals: _____ Third Country Nationals: ____

(b) For U.S. contract's services performed overseas with the above categories of employees (1) & (2), DBA insurance is required and must be included regardless of the employee's country of residence.

(c) For employees listed in category (3) above, DBA insurance may / may not be required for Local Nationals or third country nationals. See B.5 for current DBA requirements.

(End of provision)

K.4 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan. (Deviation Feb 2026)

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

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

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds $700,000.

(c) The certification must state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

L. Instructions to Offerors—Commercial Products and Commercial Services.

L.1 Submission of offers.

Submit signed and dated offers in the English Language to the office specified in this solicitation at or before the exact time specified in this solicitation. The information shall be in a format readable by Microsoft (MS) Word, MS Excel or PDF as applicable.

The complete offer shall be submitted via email to the email addresses provided below. The file size limit for individual emails is 45 Mb. If the offer is sent in multiple emails, the email shall be labeled accordingly (e.g. file 1 of 2).

The email shall be marked "**Offer 19GE5026Q0092**" and must arrive on or before Sunday July 16, 2026 11:59 pm (UTC+2:00) Copenhagen time to Anthony Walker "WalkerAK@state.gov"

Preparation of Offers: Offerors shall prepare and submit their offer in two (2) separate volumes as set forth below.

L.1.1 Volume 1: Price Offer

One (1) Electronic version sent via email.

As a minimum, Volume 1 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. Completed SF-1449 and Section 1 in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out. The offeror must ensure that the SF-1449 block 30 is signed.
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.
7. Completed Price offer Breakdown (as described in Attachment 9) the total of which that of the firm fixed-price.
8. Provide the evidence of SAM registration as required in FAR 52.204-13. The SAM status must be "active".
9. Completed form W-14 (Attachment 7), if the offeror has represented that it is not a U.S. person and is eligible for exemption from the 2% excise tax in provision 52.229-11 (above).

Offers who fail to furnish required representations or information or reject the terms and conditions of the solicitation shall be excluded from consideration.

L.1.2 Volume 2: Technical Offer

One (1) Electronic version sent via email

1. Management Plan:
    - Company information.
    - Resume of Project Manager/Contractor's liaison as described in Attachment 6 (Technical Specifications and SOW). The proposed liaison shall be able to converse in English.
    - Evidence demonstrating that the offeror can provide the necessary personnel, equipment, and financial resources needed to perform the work (including proof of qualifications and experiences documentation).

- The Offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section I). If offeror already possesses the locally required licenses and permits, a copy shall be provided. Additionally, the offeror must provide evidence of operating an established business in the Kingdom of Denmark, including a permanent address and telephone listing. For example, the Danish Tax authorities expect businesses to obtain a CVR number and fulfill tax obligations.
- Insurance is required for this solicitation. Therefore, a copy of the Certificate of Insurance(s), or a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

2. Strategic Plan:
    - A comprehensive description of the means and methods to be employed to execute the work described in the Scope of Work (Attachment 6)
    - Preliminary Project Execution Schedule
    - Listing of the number and positions to be employed e.g. vehicle operators; adult monitors; and supervisor
    - Planned quality assurance procedures
3. Corporate Experience:
   List of clients over the past 5 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in the host country, then the offeror shall provide its international experience. Offerors are advised that the corporate experience information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

    - Quality of services provided under the contract;
    - Compliance with contract terms and conditions;
    - Effectiveness of management;
    - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
    - Business integrity/business conduct. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the

relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's offer. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

4. Combating Trafficking in Persons Compliance Plan

(a) In accordance with FAR 52.222-50(h) and FAR 52.222-56, the Offeror shall submit a written Combating Trafficking in Persons (CTIP) Compliance Plan as part of Volume 2 – Technical.

(b) The Compliance Plan must be tailored to the size and complexity of this acquisition and the nature and scope of the activities to be performed. At a minimum, the submitted plan must explicitly address the following five (5) mandatory elements required by FAR 52.222-50(h)(3):

1. Awareness Program: An awareness program to inform employees about the Government's policy prohibiting trafficking-related activities, activities prohibited, and the actions that will be taken against the employee for violations.

2. Reporting Mechanism: A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking.

3. Recruitment and Housing Plan: A recruitment and housing plan that ensures only recruitment companies with trained employees are used, no recruitment fees are charged to the employee, and housing meets host-country housing and safety standards.

4. Wage Plan: A wage and hour plan ensuring that wages meet host-country legal requirements or explains any variance.

5. Subcontractor Management: Housing and procedures for ensuring that subcontractors and agents at all tiers are aware of and comply with these requirements, including a monitoring plan.

(c) Certification Requirement: The Offeror shall complete and submit the certification required by FAR 52.222-56 within Section K of this solicitation.

Note: Firms shall not include any pricing-related information in their technical quotes.
Note: Firms shall not include any pricing-related information in their technical quotes.

L.2 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.

L.3 Contract award

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 negotiations, 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.

L.4 Debriefings.

A post-award debriefing shall not be provided.

(End of provision)

L.5 Pre-Bid Conference and Site Visit

No site visit will be offered for the transportation services under 19GE5026Q0092.

A virtual pre-bid conference will held on **Tuesday, July 07, 2026 at 11:00 am** (UTC+2:00) Copenhagen time (CEST) for offerors who have expressed written interest in participating in the pre-bid conference to Anthony Walker

"WalkerAK@state.gov" no later than **Sunday, July 05, 2026 11:59 pm** (UTC+2:00) Copenhagen time.

Those individuals who timely register for the pre-bid conference will receive further instructions via email.

L.6 Submission of Questions:

Interested parties may submit any questions concerning the solicitation as soon as possible but not later than **Thursday, July 9, 2026 11:59 pm (UTC+2:00)** Copenhagen time per email to Mr. Anthony Walker "WalkerAK@state.gov". The email subject line must read "Solicitation 19GE5026Q0092." Any questions or clarifications submitted should identify the topic (e.g. technical, cost) and must refer to the applicable section of the solicitation (e.g. section, paragraph, and subparagraph). No questions by telephone will be accepted. Answers and responses by the Government may form the basis of an amendment to the solicitation.

Late questions may not be considered.

L.7 Offer Due Date:

Offers shall be submitted as soon as possible but **not later** than **Thursday, July 16**, **2026 11:59pm (UTC+2:00)** Copenhagen time (CEST), per email to Anthony Walker "WalkerAK@state.gov". The email subject line must read "Solicitation 19GE5026Q0092." The email size shall not exceed 45 MB.

Late submissions shall not be considered.

Applicable laws and regulations: Solicitation and award will be subject to laws and regulations of the United States of America.

M. Evaluation Factors for Award

To be acceptable and eligible for evaluation, offers shall be prepared in accordance with Section L – "Instructions to Offerors" and shall meet all the requirements set forth in the other sections of this solicitation.

The Government intends to make award to the offeror who provides the lowest priced, technically acceptable offer, and the offeror is determined to be responsible. Negotiations may be conducted to obtain clarifications or improvements in the offeror's offer. Evaluations will be conducted in accordance with the procedures set forth below:

M.1. Initial Evaluation

All offers received will be evaluated to ensure that each offer is complete in terms of submission of each required volume, as specified in Sub-Section "L. Instructions to Offerors". Offers that are missing a significant amount of the required information may be eliminated from consideration at the Government's discretion.

M.2. Evaluation Process

During the evaluation process, the Government Evaluation Team and Contracting Officer will first review each offeror's submission of the Mandatory Minimum Requirements. If any offeror does not meet the mandatory minimum requirements, then their offer will no longer be considered.

Once this phase of evaluation process is complete, the Government Evaluations Team and Contracting Officer will move on to Phase 2. In Phase 2, the Government Evaluation Team will evaluate each Offeror's offer using information submitted by the Offeror (or in the case of corporate experience, any additional information

obtained from outside references and other points of contact) against the evaluation factors contained herein.

The prices of all technically acceptable firms will then be reviewed, and the award selection will go to the lowest evaluated priced, technically acceptable, responsible offeror.

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).

M.3. Evaluated Phases

The Government will evaluate offers in the following two phases:

M.3.1 Phase 1 – Mandatory Minimum Requirements

During this phase, the Government will determine whether an offer satisfies all of the Mandatory Minimum Requirements stated above in the RFQ. All of the Mandatory Minimum Requirements listed must be satisfied for the offeror's offer to enter Phase 2. Offers that do not meet the mandatory minimum requirements shall be eliminated from the competition. (Pass/Fail)

1) Offeror must provide UEI and active SAM registration.
2) Offeror must provide local VAT registration number (if applicable) and demonstrate they have a clear understanding of the local VAT requirements applicable under this contract.
3) Offeror must provide proof of authorization to perform in the country of performance or provide thorough description of how it will be obtained.
4) Offeror must provide price information as required in Section L.1 Price Offer

M.3.2 Phase 2 - Technical Evaluation:

Those offers remaining after the initial evaluation and evaluation of Phase 1 will be thoroughly reviewed to determine technical acceptability.

Technical Acceptability will include a review of each element of the Technical Offer identified in Section L:

(A) Management Plan

(B) Strategic Plan

(C) Corporate Experience

(D) Combating Trafficking in Persons

(A) Management Plan

The Management Plan shall demonstrate the systematic approach to ensuring all work meets the technical specifications and quality standards outlined in the Statement of Work. It should detail how work will be implemented and ensure compliance with relevant Danish Standards and certification requirements. The Management Plan should provide evaluators with confidence that the vendor has robust processes in place to successfully operate student transportation services in Greater Copenhagen, Denmark.

(B) Strategic Plan

The Strategic Plan serves as a comprehensive roadmap to ensure successful project execution while meeting all U.S. Department of State requirements and applicable standards. This plan shall include: (1) a comprehensive description of the means and methods to be employed in executing the work described in the Scope of Work (Attachment 6); (2) a preliminary project execution schedule outlining key milestones and sequencing of work; (3) a listing of the number and types of positions to be employed (e.g., vehicle operators, adult monitors, and supervisors), demonstrating adequate staffing to meet performance requirements; and (4) planned quality assurance procedures that ensure work is performed in accordance with contract requirements. Offerors should ensure their Strategic Plan demonstrates a full understanding of the technical specifications and performance expectations outlined in the SOW.

(C) Corporate Experience

The Government will evaluate the projects or contracts provided to evaluate both experience and past performance. Experience pertains to the types of work and volume of work previously or currently being performed by the contractor that are comparable to the types of work envisioned by this requirement in terms of size, scope and complexity. Past performance relates to how well a contractor has performed. The Government may contact references to verify experience and past performance. If the Government is aware of contracts that meet the requirements of this solicitation but have not been included in the projects submitted, it may evaluate those contracts in addition to those submitted.

(D) Combating Trafficking in Persons

1. The Government will evaluate the Offeror's Combating Trafficking in Persons (CTIP) Compliance Plan submitted in response to Section L on a Pass/Fail (Go/No-Go) basis.

2. Evaluation Criteria: To receive a "Pass" or "Acceptable" rating for this factor, the Offeror's proposal must demonstrate a comprehensive and actionable plan that addresses all five mandatory requirements listed in FAR 52.222-50(h)(3). The Government will verify that:

    a. The plan is complete and explicitly addresses awareness, reporting, recruitment/housing, wages, and subcontractor management.

    b. The required FAR 52.222-56 certification has been properly executed in Section K.

3. Effect of Non-Compliance: Failure to submit the required FAR 52.222-56 certification, or submission of a CTIP Compliance Plan that fails to meet the minimum requirements of FAR 52.222-50(h), will result in a rating of "Fail" (Unacceptable). A proposal receiving a "Fail" rating for this factor shall be determined technically unacceptable and will be ineligible for contract award.

M.3.3 Responsibility evaluation

Contractor responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1.

M.4. Award Selection

The prices of all technically acceptable firms will then be reviewed, and the award selection will go to the responsible offeror who provides the offer with the lowest price, technically acceptable. An award notification will be published on SAM.gov.

(End of the Solicitation)