General Services Administration (GSA)
Public Buildings Service (PBS)
Office of Facilities Management
Retail Utility Services Division

Request for Proposal (RFP):
Supply Side Energy Advisory and Management Services

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SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE	OF PAGES
		1	4

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	47PH5326R0018	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	7/30/2026	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO *(If other than item 7)*
PBS Office of Program and Project Management/Office of Federal and Lease Projects Territory 1B 1800 F Street NW Washington , DC 20405 USA	PXAB	PQ1AD PBS Office of Acquisition Management/PBS Centralized Acquisition Services Division Customer Contracting Branch B 1800 F Street NW Washington , DC 20405 USA

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 3:00 PM *(Hour)* local time 8/20/2026 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	Huy Le	617	5654693		huy.le@gsa.gov

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
☐	A	SOLICITATION/CONTRACT FORM		☐	I	CONTRACT CLAUSES	
☐	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
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OFFER *(Must be fully completed by offeror)*

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

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

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

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

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

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

AWARD *(To be completed by Government)*

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

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: ☐ 10 U.S.C. 2304 (c) ☐ 41 U.S.C. 3304(a) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM

24. ADMINISTERED BY *(If other than Item 7)*	25. PAYMENT WILL BE MADE BY	CODE

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

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

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	Base Year: Natural Gas Auction Base Year: Natural Gas Auction for Supply Side Energy and Management Services The Contractor will be reimbursed by rate of $ per dekatherm (dth) for all accounts awarded. Deliverable PSC: R408 -- SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPI Contract Type: Firm Fixed Price PoP: 10/01/2026 - 09/30/2027 Place of Performance: 18TH AND F STS NW WASHINGTON, DC 20405-0001	1	KH	_____	_____
0002	Base Year: Electricity Auction Base Year: Electricity Auction for Supply Side Energy and Management Services The Contractor will be reimbursed by rate of $ per kilowatt hour (KH) for all accounts awarded. Deliverable PSC: R408 -- SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPI Contract Type: Firm Fixed Price PoP: 10/01/2026 - 09/30/2027 Place of Performance: 18TH AND F STS NW WASHINGTON, DC 20405-0001	1	KH	_____	_____
1001	Option Year 1: Natural Gas Auction Option Year 1: Natural Gas Auction for Supply Side Energy and Management Services The Contractor will be reimbursed by rate of $ per dekatherm (dth) for all accounts awarded. Deliverable PSC: R408 -- SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPI Contract Type: Firm Fixed Price PoP: 10/01/2027 - 09/30/2028 Place of Performance: 18TH AND F STS NW WASHINGTON, DC 20405-0001	1	KH	_____	_____
1002	Option Year 1: Electricity Auction Option Year 1: Electricity Auction for Supply Side Energy and Management Services The Contractor will be reimbursed by rate of $ per kilowatt hour (KH) for all accounts awarded. Deliverable PSC: R408 -- SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPI Contract Type: Firm Fixed Price PoP: 10/01/2027 - 09/30/2028 Place of Performance: 18TH AND F STS NW WASHINGTON, DC 20405-0001	1	KH	_____	_____

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
2001	Option Year 2: Natural Gas Auction Option Year 2: Natural Gas Auction for Supply Side Energy and Management Services The Contractor will be reimbursed by rate of $ per dekatherm (dth) for all accounts awarded. Deliverable PSC: R408 -- SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPI Contract Type: Firm Fixed Price PoP: 10/01/2028 - 09/30/2029 Place of Performance: 18TH AND F STS NW WASHINGTON, DC 20405-0001	1	KH	_____	_____
2002	Option Year 2: Electricity Auction Option Year 2: Electricity Auction for Supply Side Energy and Management Services The Contractor will be reimbursed by rate of $ per kilowatt hour (KH) for all accounts awarded. Deliverable PSC: R408 -- SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPI Contract Type: Firm Fixed Price PoP: 10/01/2028 - 09/30/2029 Place of Performance: 18TH AND F STS NW WASHINGTON, DC 20405-0001	1	KH	_____	_____
3001	Option Year 3: Natural Gas Auction Option Year 3: Natural Gas Auction for Supply Side Energy and Management Services The Contractor will be reimbursed by rate of $ per dekatherm (dth) for all accounts awarded. Deliverable PSC: R408 -- SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPI Contract Type: Firm Fixed Price PoP: 10/01/2029 - 09/30/2030 Place of Performance: 18TH AND F STS NW WASHINGTON, DC 20405-0001	1	KH	_____	_____
3002	Option Year 3: Electricity Auction Option Year 3: Electricity Auction for Supply Side Energy and Management Services The Contractor will be reimbursed by rate of $ per kilowatt hour (KH) for all accounts awarded. Deliverable PSC: R408 -- SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPI Contract Type: Firm Fixed Price PoP: 10/01/2029 - 09/30/2030 Place of Performance: 18TH AND F STS NW WASHINGTON, DC 20405-0001	1	KH	_____	_____

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
4001	Option Year 4: Natural Gas Auction Option Year 4: Natural Gas Auction for Supply Side Energy and Management Services The Contractor will be reimbursed by rate of $ per dekatherm (dth) for all accounts awarded. Deliverable PSC: R408 -- SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPI Contract Type: Firm Fixed Price PoP: 10/01/2030 - 09/30/2031 Place of Performance: 18TH AND F STS NW WASHINGTON, DC 20405-0001	1	KH	_____	_____
4002	Option Year 4: Electricity Auction Option Year 4: Electricity Auction for Supply Side Energy and Management Services The Contractor will be reimbursed by rate of $ per kilowatt hour (KH) for all accounts awarded. Deliverable PSC: R408 -- SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPI Contract Type: Firm Fixed Price PoP: 10/01/2030 - 09/30/2031 Place of Performance: 18TH AND F STS NW WASHINGTON, DC 20405-0001	1	KH	_____	_____

Section B - Services and Prices.

B.1. Description of Services
The General Services Administration (GSA), Public Buildings Service (PBS), Office of Facilities Management's Retail Utility Services Division is requesting a Contractor to provide Energy Supply Acquisition Management Services. The Contractor shall assist in the development and execution of the Request for Proposal (RFP) for all retail choice electric and gas procurements for federal facilities accounts and additional eligible federal facilities which choose to participate. The Contractor shall assist GSA in analyzing current market rates and tariffs to develop a comprehensive energy procurement strategy, and conduct load analysis in order to properly represent accounts represented in the solicitations.

Support is required for all current and future GSA contracts for retail choice electricity and natural gas. GSA currently procures and manages an energy portfolio containing approximately 390 natural gas accounts representing approximately 20 million dekatherms (Dth) annually, and 1317 electricity accounts representing 4 billion kilowatt hours (kWh) annually. There are 148 natural gas supply contracts for accounts located in approximately 80 utilities across 35 states, and 28 electricity supply contracts for accounts located in approximately 30 utilities across 15 states.

The Statement of Work (SOW) defines the minimum requirements for the Contractor to provide complete Energy Supply Acquisition Management Services. GSA reserves the right to negotiate additional tasks with the awarded contractor. The Contractor shall develop a comprehensive energy procurement strategy which shall include providing market analysis of current retail electricity and natural gas rates and trends in order to assist the government in developing an independent government estimate that is tailored to each grid region and load profile. The Contractor shall be required to assist GSA in analyzing rates and tariffs for accounts to develop a comprehensive energy procurement strategy and will help implement a total supply-side management solution for all accounts contained in the final energy aggregation. The Contractor shall assist in the development and execution of the RFP for all existing facilities accounts and additional eligible facilities which choose to participate. The pricing component of the RFP will be conducted via an on-line, real-time reverse auction.

GSA is requesting proposals for the provision of performance-based supply-side Energy Supply Acquisition Management Services, which includes but is not limited to: preparing cost analysis based on current market trends for both retail electricity and natural gas; developing presentations for government's use in sharing said analysis with its customers; assisting agencies in gathering their load data from utilities; analyzing the load data for any discrepancies; resolving any load issues such as missing accounts; organizing the load data into an Exhibit to be attached to the RFP; and conducting real-time, online reverse energy auctions. The Contractor must provide energy Contractor skills on a no upfront cost basis.

B.2. Small Business Goals
The Office of Small Business (OSB) is responsible for negotiating GSA's annual Small Business Program goals with the U.S. Small Business Administration (SBA) to ensure that small businesses have the maximum practicable opportunity to provide goods and services to the Federal Government. More information regarding the Small Business Goals is available at the GSA OSB website (https://www.gsa.gov/small-business/small-business-goals-and-performance). Offerors, other than small businesses, **are required** to submit a Subcontracting plan in support of GSA's Small Business Subcontracting goals and programs and comply with FAR 52.219-9 (GSA Class Deviation RFO-2025-19).

Offerors should understand that this procurement has not been set-aside for small businesses.

B.3. Payment and Billing

All work will be performed on a no upfront cost basis. The Contractor's fee for providing energy supply advisory and account management services will be included as an agreed-upon rate per dth or per kWh in the solicitation (RFP) for the resultant supply contracts. The fee will be applied to all supply contracts awarded during the term of this support contract for the full term of the supply contract. The Contractor shall be reimbursed by the awarded supply suppliers, via the utility billing for each customer, based on the actual quantity of dth/kWh consumed over the life of the awarded supply contract for all accounts awarded as a result of services provided. The Contractor shall be responsible for continuing account management services through the full term of the awarded supply contract, which may extend beyond the term of this support contract. The Government may award supply contracts for terms of up to 60 months. The Government will include payment and reporting terms between energy suppliers and the Contractor in the Government's supply RFP.

Contractors are advised that GSA is under no obligation to accept pricing received through each auction and may elect not to award supply contracts if they are deemed not to be in the best interest of the Government. GSA has the sole authority to make this decision and may elect to award contracts for all, some, or none of the prices submitted through the auction. If GSA decides not to award supply contracts for some or all accounts, the Contractor shall receive no compensation for services provided.

Section C - Description/Specifications/Requirements.

C.1. Specific Requirement or Tasks

The functions defined below shall be required for support of the base period and each exercised option period. The Contractor shall provide at a minimum the indicated tasks, in the stated specifications or higher.

C.2. Professional Services

The Contractor shall provide but not be limited to the following program management of GSA's energy supply procurement activities. The Contractor is required to start providing these services at the start of the contract. The Contractor shall:

1. Collect Renewable Energy Certificate (REC) attestation, review attestation reports for accuracy, prepare REC reports, and distribute to GSA and customer agencies.
2. Provide updates, inputs, and calculations for changes in components included in the economic price adjustment clause for each contract.
3. Provide periodic (monthly) updates on the energy market and regulatory front and potential for additional savings as requested by the Contracting Officer Representative (COR).
4. Provide ad hoc analyses as needed by the GSA COR.
5. Prepare spreadsheets, presentations, and other related materials in response to agency requests for information related to their accounts on GSA's retail choice energy supply contracts.

C.3. Account Management

The Contractor Shall Serve as the Retail Electric and Natural Gas Acquisition Program (NGAP) account manager for approximately 1,900 electric and natural gas end use accounts across various states and the

District of Columbia, and handle all billing, payment and account issues associated with the awarded supply contract. The Contractor will be responsible for managing all awarded natural gas accounts.

C.4. Advisory Services

Contractor shall:

1. Review and provide GSA current energy market conditions on a weekly basis and in preparation for all gas and electricity procurement actions.
2. Discuss different risk management strategies for deregulated power and gas markets which GSA has managed contracts and stakeholders.
3. Recommend pricing decisions that adhere to cost savings goals regarding price risk avoidance, maximized savings, renewable energy, and any additional objectives that the Government deems appropriate.
4. Review all of the GSA energy accounts and all client agency accounts managed by GSA, and develop recommendations on how to best manage the portfolio.
5. Work with the COR and Utility Services Division team to create a procurement strategy or strategies for the portfolio based on data and information collected in the previous ongoing and future tasks.
6. Provide renewable energy advisory services to include assessment of the current renewable energy market and trends, analysis of renewable energy incentives, and analysis of policy changes that may affect GSA's renewable energy procurement strategy. Provide analysis of new Executive Orders and potential impacts to GSA's Retail Utility Services Program.
7. Assist in determining the best contract structure for each pricing group within the procurements and provide recommendations for RFP language changes. This will be done through an analysis of the prior twelve-month's usage/ancillary pricing for the accounts (assuming this information is available). The Contractor shall provide information regarding the best time to hold the procurement based on the Government's specified timelines and favorable market conditions for every procurement.
8. Provide market expertise, information and recommendations throughout the energy procurement process including pricing components. Determining fixed price and economic price adjustment (i.e., pass-through) components for specific energy markets.
9. Work with the Government to develop the energy supply RFP based on the appropriate procurement strategy. Assist the Government in developing sound financial and technical qualifications that suppliers must meet.. These qualifications will include, but are not limited to: ability to meet the terms and conditions of Government contracts, proof of appropriate licenses and transport agreements, adherence to switching rules and enrollment processes, and ability to meet minimum load requirements for competitive supply. The Contractor shall assist the Government in responding to questions from suppliers regarding technical requirements of the RFP.
10. Work with the Government to determine the best approach to measure the success of the procurement which will be evaluated based on the lowest priced proposal(s) compared to the price to beat. Create pricing scenarios and forecasts from data provided by the COR, other customers, servicing utilities, and market data which may serve as the baseline against which proposal prices are compared.

11. Create pricing scenarios and forecasts from data provided by the COR, other customers, servicing utilities, and market data which may serve as the baseline against which bid prices are compared.
12. Upon GSA request, the Contractor will review settlement of market index contracts and associated block purchases, as applicable. The Contractor will provide general market data and analysis for standard purchase contracts and for various ancillary markets, as well as assessment of prospective GSA energy projects. Additionally, the Contractor, upon GSA request, will provide support for negotiating and implementing any contract modifications, as well as assistance and support for general energy sourcing.

C.5. Renewable Power Settlement & Delivery Management

1. The Contractor will manage and/or assist in the management of the delivery of physical renewable power and associated REC, as applicable, for current and future GSA power purchase agreements (PPA).
2. The Contractor will develop and manage and/or assist in the management of the strategy and logistics of energy and REC deliveries pursuant to GSA contracts in place and any future modifications.
   The Contractor will prepare budgets for expected PPA settlements in Pennsylvania-New Jersey-Maryland (PJM) and REC markets, evaluate actual settlements for accuracy, and manage any necessary corrections with PPA counterparties.
3. The Contractor will evaluate the need, term, and suitable market for any necessary REC sales associated with such PPAs and manage such sales subject to GSA's transaction approval.
4. The Contractor will provide analyses and recommendations to GSA regarding the best potential value for such REC sales. Additionally, the Contractor will provide assessment of the need for and value of potential PPA modifications and provide support for negotiating and implementing any such modifications.

C.6. Pre and Post Award Services

Contractor shall:

1. Define data requirements, identify sources of data, and maintain an electronic central data repository of all relevant contract and account information which is directly accessible by the Government and maintained on a Government-owned platform.
2. Provide authorizations to collect account numbers and available historical data from the servicing utility and/or current competitive suppliers and pull utility data as applicable.
3. Meet with selected Government points of contacts (POCs) and potential auction participants to answer questions, determine supplier interest, explain the procurement process, and discuss market conditions, consistent with the RFP.
4. Host pre-proposal conferences between potential suppliers and the Government. In addition, the Contractor shall perform coordination of pre-proposal teleconferencing and/or meetings as necessary to ensure potential offerors understand the procurement process and requirements of the solicitation. In addition to facilitating pre-proposal conference(s), the Contractor shall document and provide questions and answers from the meeting to the Government. After the Government's review and approval, questions and answers will be posted for all potential offerors to access through SAM.gov and the customized website described below.

5. Work with the awarded supplier(s) to ensure account transition is completed in a timely and accurate manner, and will resolve billing and administrative issues that arise after the contract is awarded.
6. Store contract and account data on the Government's database. The property rights to this database and data remain the sole property of the U.S. Government.
7. Work with the Government and the awarded supplier(s) to add and delete accounts as necessary over the life of the energy contract.
8. Assist with setting up payment and billing between awarded suppliers and agencies for all new contracts.

C.7. Pre and Post Award Contract Administration Services

Contractor Shall:

1. Manage contract files associated with Electric and Gas contracts. To include collecting and uploading contract documentation to the Google Drive file and GSA's contract writing system in accordance with the GSA Contract File Checklist.
2. Prepare contract documents/modifications for Utility Services Division's Electric and Gas Contracts. The Contractor will provide administrative support.
3. At the COR direction, respond to Contractors and energy supplier inquiries, and will coordinate with GSA customers and utility vendors to resolve contractual issues.
4. Perform other miscellaneous contract administration support tasks (i.e. filing, email correspondence) as coordinated by the COR.

C.8. Energy Reverse Auction Services

The Contractor shall be responsible for all energy reverse auction services to include but not be limited to fully managing reverse auction services platforms. The auction will be coordinated between the COR for each reverse auction. The Contractor shall be responsible for the following:

1. The Contractor shall create a publicly accessible announcement page for each procurement which will serve as a centralized site for all parties to access data and be notified of updates. Notify suppliers of the specific auction schedule including RFP numbers and times. The Contractor shall also post: rules for the use of the procurement platform; historical usage data/demand data in downloadable excel files; solicitations and amendments; and other important data as directed by the Government. The Contractor shall provide training to the COR and qualified energy suppliers/marketers in the use of the electronic reverse auction platform.
2. Store auction records and account data for all accounts included in each GSA auction on the Contractor's platform. The platform must be password-protected and accessible to GSA. The platform must adhere to all FedRAMP requirements to maintain a FedRAMP certification.
3. Monitor the auction and maintain an audit trail of all supplier communications, proposed prices, proposal submission times, and results which will be provided in paper format or made accessible via download to COR in electronic format post- auction. Additionally, the lowest bid price submitted will be clearly identified.
4. Perform additional procurements for the same account set if pricing received through the original auction is not reflective of competitive market pricing at that point in time, or if COR determines that more advantageous pricing can be achieved at a later date, or offers expire pursuant to the established procedures.
5. Not bind, act, or represent itself to perform in the capacity of the Government or the Contracting Officer at any time during the procurement process.

C.9. Deliverables

All deliverables under this contract become Government property and may be subject to public release under the Freedom of Information Act (FOIA), unless the Contractor marks them proprietary and the Government concurs. Contractor Shall provide:

1. Energy Market Report (weekly) updates sent to GSA via email.
2. Weekly progress/status meetings to cover open items and upcoming actions. The Contractor will be responsible for maintaining the agenda and running the weekly meetings.
3. Monthly energy market presentations on energy market conditions and potential for additional savings. Presentations should be in PowerPoint format and submitted to GSA one week prior to the scheduled presentation to allow for review.
4. Central data repository updated monthly on an existing Government-owned platform
5. Account and contract listing for all electric and gas procurements.
6. Results of online reverse auctions including the full bid history.
7. All analysis, spreadsheets, documents, presentations and backup documentation prepared for the Government under performance of this contract.

All meetings and presentations will be done virtually. The Contractor and COR will come up with an agreed upon date/time for each report. Acceptable formats for the status reports shall include; PowerPoint, PDF, excel, email or other formats agreed to by the COR.

C.10. Requirements for Section 508 Compliance

See Appendix 1 for Section 508 Information and Communication Technology (ICT) accessibility requirements.

Section D - Packaging and Marking.

D.1. Marking/Identification

The Contractor must comply with FAR 37.114(c). The Contractor must prepare all correspondence to be issued by GSA personnel on GSA letterhead.

D.2. Email Correspondence

All email correspondence relating to performance of this contract must be transmitted using GSA.gov email accounts. The Contractor must comply with GSA procedures for encryption and handling Controlled Unclassified Information (CUI).

Section E - Inspection and Acceptance.

E.1. General

To ensure compliance with the contract requirements, and as documented in their approved Management Plan, Contractors are responsible for their own and their Subcontractors' quality control and assurance including the day-to-day monitoring and inspection of all work performed.

Contractor services must be performed in compliance with contract requirements, including applicable laws and regulations. Contractor submissions must be complete, accurate, well-prepared and delivered within the agreed time frames between the Contractor and GSA prior to acceptance by GSA.

The Government will have fifteen (15) business days to complete the review of each deliverable and accept or reject the deliverable by giving written notice. When the Government fails to complete the review within the review period, the deliverable shall become acceptable, unless an extension of the review period

is requested and mutually agreed upon. In the event of rejection of any deliverable, the Contractor shall be notified in writing by the COR giving the specific reason(s) for the rejection. The Contractor shall have five (5) business days to correct the rejected deliverable and return it to the COR. The Contractor shall be allowed one (1) resubmission of deliverables.

Section F - Performance.

F.1. Place of Performance
All services are to be performed remotely.

F.2. Term of Contract

Base Year:	October 01, 2026 - September 30, 2027
Option 1:	October 01, 2027 - September 30, 2028
Option 2:	October 01, 2028 - September 30, 2029
Option 3:	October 01, 2029 - September 30, 2030
Option 4:	October 01, 2030 - September 30, 2031

*6-month Option to Extend: October 01, 2031 - March 31, 2032

Section G - Contract Administration Data.

G.1. Delivery Schedule
The Contractor's delivery schedule shall be as follows:

Weekly Reports	Weekly	The Contractor and COR will come up with an agreed upon date/time for each report.
Monthly Progress Reports	Monthly	Status due by the 5th workday of the next month and 24 hours before any status meeting.
Monthly Repository Uploads	Monthly	The Contractor and COR will come up with an agreed upon date/time for each upload.
Weekly Progress/Status Meeting	Weekly	The Contractor and COR will come up with an agreed upon date/time for the weekly meetings.
Analysis, Documents, Reports, Presentations, and Spreadsheets	As Requested	The Contractor and COR will come up with an agreed upon date/time for each report.

G.2. GSA Contracting Officer's Representative (COR) Roles and Responsibilities

Contracting Officer's Representatives (COR) or their designees must be appointed by letter from the Contracting Officer. CORs or designees are the primary GSA representative for the administration of the contract and have proper training and experience to inspect and evaluate Contractor performance, but do not have the authority to modify the contract.

The COR is the GSA assigned representative is the Contractor's primary Point of Contact (POC) with GSA. The COR is responsible:

- for the day-to-day communication and monitoring of Contractor performance, including inspection and acceptance of services and submissions, and problem resolution within their delegated authority
- to determine compliance with contract requirements and ensure defects or omissions are corrected in deliverables
- to provide to the Contractor both positive feedback and areas of improvement in real

time, as encountered in the execution of work
- to report any Contractor performance commendations and/or issues to the COR or Contracting Officer, as suitable or proper for the circumstance(s)

G.3. Release of Claims
The Contractor shall submit with a GSA Form 1142- Release of Claims at the end of the period of performance. A copy of the form should be sent via email to the Contracting Officer identified in Block 26A of the award document (GSA Form 300) and to the Contract Specialist and COR identified as the Government POCs in this SOW.

G.4. Contractor Response Following Award
Within five (5) days of award, the Contractor must submit all of the following information in the system of record:
- compliance with State licensure requirements by uploading applicable license information
- a declaration of Organizational Conflict of Interest information (See Section H and Exhibit 2A)
- a fully executed Non-Disclosure Agreement (See Section H and Exhibit 2B)

Section H - Special Contract Requirements.

H.1. Travel
Travel is not required and unless otherwise specified, is at the Contractor's expense. The level of effort and the amount of travel required for each acquisition will vary depending on the size and complexity of the project.

H.2. Other Special Contractor Requirements
The Contractor must provide all deliverables and services as tasked, in accordance with this contract.

Contractor firms are responsible for all work performed by their Subcontractors, and Subcontractor personnel are held to the same standards as Contractor personnel.

H.3. Contractor Security Requirements
Security requirements for this contract are significant and involve both a security clearance and Information Technology (IT) onboarding process for nearly all Contractor employees working with this contract. The Contractor should anticipate a significant amount of time and effort to both onboard and retain an active status for both security clearances and access to GSA IT systems. Security clearance and IT training requirements are subject to change and Contractors should anticipate process and methodology changes from time to time.

The Contractor shall comply with GSA administrative, physical, and technical security controls to ensure that all Government's security requirements are met. In addition, all Contractor personnel shall adhere to GSA PBS's HSPD-12 rules and regulations. The Contractor is responsible for addressing any issues or concerns raised by PBS within a one week turn around.

For any Contractor personnel performing work under this SOW who shall require access to GSA IT applications, systems, or data, the Contractor(s) shall comply with the Homeland Security Presidential Directive-12 (HSPD-12) security clearance process.

This means first obtaining fingerprint clearance, which typically takes 3-4 weeks. At that point, the Authorizing Official (AO) can grant limited access on a case-by-case basis. Next, a preliminary favorable adjudication of their National Agency Check with Inquiries (NACI) clearance level shall be received. This process can take 1 to 2 months. Only when a full NACI adjudication is received shall full access be granted. This process usually takes four (4) to eight (8) months, though it could take as many as 12 months.

The Contractor(s) shall submit the necessary paperwork to conduct a National Agency Check with Inquiries (NACI) background investigation for each proposed personnel prior to working on the contract. Contractor(s) shall not be granted access to a GSA facility or to any GSA IT system prior to a favorable response to the fingerprint portion of this background investigation. An individual Contractor's failure to return satisfactory results from the background investigation shall result in immediate removal of that Contractor.

Higher levels of clearance shall also be required depending on the level of trust required to perform specific duties or perform a specific task. For any Contractor who shall have access to Sensitive but Unclassified (SBU), Financial Transactions, Personally Identifiable Information (PII), or any data that is deemed to require a higher level of trust, a Minimum Background Investigation (MBI) shall be required.

The Contractor shall be required to fund their employees' security clearance and background investigation processes; the Government will not provide funding for these requirements.
Contractor must have telework capabilities and be able to perform all duties remotely. All work will be done remotely.

H.4. Safeguarding Sensitive Data and Information Technology Resources and Securing Government Information

The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under the contract. In addition, the Contractor shall protect all government data, equipment, or information by treating the material as sensitive. Sensitive but Unclassified (SBU) or Controlled Unclassified Information (CUI) information, data, and/or equipment shall only be disclosed to authorized personnel. The Contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment shall be returned to Government control, destroyed, or held until otherwise directed. Items returned to the Government will be hand carried or mailed to the COR using certified mail. The Contractor shall destroy unneeded items by burning, shredding, or any other method that precludes the reconstruction of the material.

Information collected through the Contractor's normal course of work under this contract must be considered Government information and must be protected. All users of sensitive data and IT resources, must comply with FAR Subpart 40.3. Information related to a Federal acquisition is protected by the Federal Procurement Integrity Act and disclosure to other than authorized parties is prohibited.

Contractors must use Government provided systems and email to secure, store, process, and/or transmit any information pertaining to the services provided under this contract.

Contractors are prohibited from storing files on non-GSA servers, systems or computers, email, and thumb drives. Any use of non-GSA servers, systems or computers, email and thumb drives for Government work will be handled in accordance with the performance standards as set forth in the contract.

Under no circumstances is the Contractor to release any Government documents to a third party without GSA written approval. For example, if the Contractor is required to submit records to a state licensing authority or oversight entity, or, in the case of an audit or other request for information from a third party, the Contractor must notify the Contracting Officer of the request prior to releasing any records. The Contracting Officer will coordinate with GSA General Counsel to determine what documentation may be released and will provide copies of releasable documentation to the Contractor or a written statement that identifies the reason the requested documentation will not be released.

All information and data related to this project that the vendor gathers or obtains shall be both protected from unauthorized release and considered the property of the Government. The Contracting Officer will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this task order. Press releases, marketing material, or any other printed or electronic documentation related to this project, must not be publicized without the written approval of the contracting officer.

Controlled Unclassified Information (CUI): CUI is unclassified information that requires safeguarding and dissemination control pursuant to law, regulation, or Government-wide policy, as listed in the CUI Registry by the National Archives and Records Administration (NARA).

CUI building information is contained in any document with information that is sufficiently sensitive to warrant some level of protection from disclosure, but does not warrant classification.

H.5. Government Furnished Equipment (GFE) and Government Furnished Information (GFI)
GSA will provide the Contractor with Government Furnished Equipment (GFE) or Government Furnished Information (GFI) during the period of performance of the contract under the following conditions:

- Use of the GFE and GFI is for the sole purpose of completing the requirements of this contract.
- The contract employee has received an initial favorable background investigation determination/adjudication that is expected to result in a final favorable determination/adjudication or the contract employee has already received a final favorable background investigation determination/adjudication.
- The contract employee has completed mandatory GSA training.

Note: GFE includes virtual desktop access provided by GSA and does not necessarily constitute the distribution of hardware to the Contractor. Access to the GSA network, whether direct or through other means, such as GSA virtual environment, is contingent upon each contract employee having successfully received an initial and final favorable background investigation.

H.6. GSA Policies
The Contractor must comply with the following GSA Directives/Policies:
GSA Information Breach Notification 9297.2C CIO CHGE 1

The Contractor must comply with the following GSA policies listed below when inside a GSA building or inside a GSA firewall (i.e. when using GSA provided-systems and access):
GSA Order CIO 2104.1B, CHGE 2 "GSA Information Technology (IT) General Rules of Behavior

If applicable, the GSA policies listed in this paragraph must be followed:.
GSA Order CIO 2103.21, "Controlled Unclassified Information (CUI) Policy

All GSA contracts and RFPs involving Privacy Act information must adhere to the Federal Acquisition Regulations (FAR) Privacy Act provisions (Subparts 24.1 and 24.2) and include the specified contract

clauses (Parts 52.224-1 and 52.224-2), as appropriate, to ensure that personal information by Contractors who work on GSA-owned systems of records and the system data are protected as mandated.

H.7. Contractor Required Security and IT Training
As appropriate for their given role and to maintain compliance with GSA systems, all GSA and other agency employees, and Contractors, must adhere to the following:

GSA CIO-IT Security-05-29: Security Awareness and Role Based Training Program

All Contractors must provide verification that GSA Security Awareness and Privacy Training has been completed within thirty (30) days of notification to complete the training and annually thereafter.

Failure to comply with annual awareness and specialized IT Security training requirements will result in termination of the GSA network account and access to GSA information systems.

H.8. Contractor Conflict of Interest (COI) Information
Upon award of the contract, Contractors must disclose to any interested party that they are acting as an exclusive representative of GSA for the transaction. Subpart 9.5 of the Federal Acquisition Regulation, 48 C.F.R. 9.5, prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving Organizational Conflicts of Interest. The purpose of COI is to avoid, neutralize, or otherwise mitigate organizational COIs that might exist related to a Contractor's performance for services required by this contract.

H.8.1. Conflict of Interest Procedures

Prior to the issuance of the base contract award Notice to Proceed, the Contractor must submit the following information to the Contracting Officer:

- Organizational Conflict of Interest Agreement (See Exhibit 2A)
- Individual Conflict of Interest and Non-Disclosure Agreement (See Exhibit 2B)

This submission applies to anyone who performs contract services, e.g. all Contractor, Subcontractor, or any additional personnel assigned to the contract at a later date and must be submitted prior to starting work.

Part II - Contract Clauses.

Section I - Contract Clauses.

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

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

(End of clause)

Clause Number	Clause Title	Clause Date
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant against Contingent Fees	MAY 2014
52.203-6 with Alt I	Restrictions on Subcontractor Sales to the Government — Alternate I	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management - Maintenance	OCT 2018 (GSA Class Deviation RFO-2025-04)
52.208-9	Contractor Use of Mandatory Sources of Supply and Services	MAY 2014 (GSA Class Deviation RFO-2025-08 - Supplement 1)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2025 (GSA Class Deviation RFO-2025-09 - Supplement 1)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018 (GSA Class Deviation RFO-2025-09 - Supplement 1)

52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015 (GSA Class Deviation RFO-2025-09 - Supplement 1)
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services **SEE GSAM 552.212-4 DEVIATION BELOW IN FULL TEXT**	NOV 2023
52.215-2	Audit and Records-Negotiation	JUN 2020 (GSA Class Deviation RFO-2025-15)
52.216-24	Limitation of Government Liability	APR 1984
52.217-2	Reverse Auction Services	AUG 2024
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022 (GSA Class Deviation RFO-2025-19 - Supplement 1)
52.219-8	Utilization of Small Business Concerns	JAN 2025 (GSA Class Deviation RFO-2025-19 - Supplement 1)
52.219-9	Small Business Subcontracting Plan	JAN 2025 (GSA Class Deviation RFO-2025-19 - Supplement 1)
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 2025 (GSA Class Deviation RFO-2025-19 - Supplement 1)
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor—Cooperation with Authorities and Remedies	MAR 2026 (GSA Class Deviation RFO-2026-22- Supplement 1)
52.222-35	Equal Opportunity for Veterans	JUN 2020 (GSA Class Deviation RFO-2026-22- Supplement 1)
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020 (GSA Class Deviation RFO-2026-22- Supplement 1)
52.222-37	Employment Reports on Veterans	JUN 2020 (GSA Class Deviation RFO-2026-22- Supplement 1)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 2014

52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)	AUG 2018
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment	MAY 2014
52.222-50	Combating Trafficking in Persons	OCT 2025 (GSA Class Deviation RFO-2026-22-Supplement 1)
52.222-54	Employment Eligibility Verification	JAN 2025 (GSA Class Deviation RFO-2026-22- Supplement 1)
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026 (GSA Class Deviation RFO-2026-22-Supplement 1)
52.223-23	Sustainable Products	MAY 2024 (GSA Class Deviation RFO-2026-23)
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.224-3	Privacy Training	JAN 2017
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.232-1	Payments	APR 1984
52.232-29	Terms for Financing of Commercial Products and Commercial Services	NOV 2021
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligation	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes – Alternate I (Dec 1991)	MAY 2014
52.233-3	Protest after Award	AUG 1996 (GSA Class Deviation RFO-2026-33)
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004 (GSA Class Deviation RFO-2026-33)

52.237-3	Continuity of Services	JAN 1991
52.240-91	Security Prohibitions and Exclusions	AUG 2025 (GSA Class Deviation RFO-2025-40)
52.240-92	Security Requirements	NOV 2025 (GSA Class Deviation RFO-2025-40)
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	NOV 2025 (GSA Class Deviation RFO-2025-40)
52.242-13	Bankruptcy	JULY 1995
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2025 (GSA Class Deviation RFO-2025-44)
52.245-1	Government Property – Alternate I (Apr 2012)	SEP 2021
52.245-9	Use and Charges	APR 2012
52.246-4	Inspection of Services-Fixed-Price	AUG 1996
52.246-25	Limitation of Liability—Services	FEB 1997
52.253-1	Computer Generated Forms	JAN 1991

552.252-2, GSAM CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
The full text may be accessed electronically at https://www.acquisition.gov/browse/index/gsam

GSAM 552.212-71 Contract Terms and Conditions Applicable to GSA Acquisitions of Commercial Products and Commercial Services (OCT 2023)

The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial products, including commercial components, and commercial services. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The GSAR clauses in paragraph (b) of this section are incorporated by reference.

(a) Provisions

None.

(b) Clauses(b) Clauses.

552.203-71	Restriction on Advertising	SEP 1999
552.229-70	Federal, State, and Local Taxes	APR 1984
552.232-23	Assignment of Claims	SEP 1999
552.237-71	Qualifications of Employees	MAY 1989

552.237-73	Restriction on Disclosure of Information	JUNE 2009

(End of clause)

GSAM Clauses Incorporated by Reference:

Clause Number	Clause Title	Clause Date
552.204-9	Personal Identity Verification Requirements	APR 2023
552.215-70	Examination of Records by GSA	JUN 2016
552.215-73	Notice	JUL 2016

FAR CLAUSES INCORPORATED IN FULL TEXT

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 30 days

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within *30 days*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *60 days* before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *5 years and 6 months*.

(End of clause)

FAR 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (DEVIATION) (NOV 2025) For Firm Fixed Price and *GSAR 552.212-4 Alternate II*. Contract Terms and Conditions—Commercial Products and Commercial Services (DEVIATION) (JAN 2023)

As prescribed in 512.301(b), replace subparagraph (g)(2), paragraph (s), and paragraph (u) of FAR clause 52.212-4. Also, add paragraph (w) to FAR clause 52.212-4:

(a)*Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *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.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *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 at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(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 such as, 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. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1)The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi)Terms of any discount for prompt payment offered;

(vii)Name and address of official to whom payment is to be sent;

(viii)Name, title, and phone number of person to notify in event of defective invoice; and

(ix)Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x)Electronic funds transfer (EFT) banking information.

(A)The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B)If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.,* 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C)EFT banking information is not required if the Government waived the requirement to pay by EFT.

(g)(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(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)*Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4)*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 which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5)*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; 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, 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 33.211 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 32.607-2).

(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 32.608-2 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 hereunder 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. 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 hereunder 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)*Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r)*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; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s)*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 Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3)The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(5)Solicitation provisions if this is a solicitation.

(6)Other paragraphs of this clause.

(7)The Standard Form 1449.

(8)Other documents, exhibits, and attachments.

(9)The specification.

(t)[Reserved]

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or 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 language, provision, or 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 commercial supplier agreement. If the commercial supplier

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 language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

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

(v)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.

(w) *Commercial supplier agreements unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) *Arbitration; equitable or injunctive relief*. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded

against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*. (A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

GSAM 552.212-72 Contract Terms and Conditions Required To Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Products and Commercial Services (OCT 2023)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The GSAR provisions in paragraph (a) and GSAR clauses in paragraph (b) are incorporated by reference.

(a) *Provisions.*

None

(b) *Clauses*

552.215-70 Examination of Records by GSA (Jun 2016)

(End of clause)

GSAM 552.232-39 Unenforceability of Unauthorized Obligations (FEB 2018) (DEVIATION FAR 52.232-39)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such language, provision, or clause is unenforceable against the Government.

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

(3) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(b) Paragraph (a) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

GSAM 552.252-6 Authorized Deviations in Clauses (NOV 2021) (DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by—

(1) The addition of "(DEVIATION)" after the date of the FAR clause when an authorized deviation to a FAR clause is being used, and

(2) The addition of "(DEVIATION FAR (clause number))" after the date of the GSAR clause when a GSAR clause is being used in lieu of a FAR clause.

(b) Deviations to GSAR clauses. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of clause)

Part III - List of Documents, Exhibits, and Other Attachments.

SECTION J - List of Attachments

Exhibit 1A: Past Performance Questionnaire (PPQ)

Exhibit 2: Conflict of Interest Information

- Exhibit 2A - Organizational Conflict of Interest Agreement
- Exhibit 2B - Individual Conflict of Interest and Non-Disclosure Agreement

Section IV. Representations and Instructions.

Section K - Representations, certifications, and other statements of offerors

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address(es): http://www.acquisition.gov/comp/far/index.html

(End of provision)

Provision Number	Provision Title	Clause Date
52.204-7	System for Award Management – Registration	NOV 2024 (GSA Class Deviation RFO-2025-04)
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services	SEP 2023 (GSA Class Deviation RFO-2025-12- Supplement 1)
52.215-1	Instructions to Offerors-Competitive Acquisition	NOV 2021 (GSA Class Deviation RFO-2025-15)
52.216-27	Single or Multiple Awards	OCT 1995
52.223-1	Biobased Product Certification.	MAY 2024 (GSA Class Deviation RFO-2025-23)
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation	JUN 2020 (GSA Class Deviation RFO-2025-29)
52.233-2	Service of Protest	SEP 2006 (GSA Class Deviation RFO-2025-33)

GSAM PROVISIONS INCORPORATED BY REFERENCE PER GSAM 552.102

The full text may be accessed electronically at https://www.acquisition.gov/browse/index/gsam

GSAM Provision Number	Clause Title	Clause Date
552.217-71	Notice Regarding Option(s)	NOV 1992

552.252-5	Authorized Deviations in Provisions	NOV 2021 (Deviation FAR 52.252-5)

FAR PROVISIONS INCORPORATED IN FULL TEXT

52.216-1 Type of Contract (NOV 2025) (GSA Class Deviation RFO-2025-16-Supplement 1)
The Government contemplates award of a multiple fixed price IDIQ, no cost contract resulting from this solicitation.

(End of provision)

Section L - Instructions, conditions, and notices to offerors.

L.1. SERVICE CLASSIFICATION AND SIZE STANDARD

The North American Industry Classification System (NAICS) Code for this procurement is 541690-Other Scientific and Technical Consulting Services. The Small Business Administration size standard is $19.0 Million.

L.2. PRE-PROPOSAL CONFERENCE

GSA will not be conducting a pre-proposal conference for this requirement.

L.3. PERIOD FOR ACCEPTANCE OF OFFERS

The Offeror agrees to hold its proposal firm for 90 calendar days from the date specified for the receipt of offers, unless another time period is specified in an addendum to the solicitation.

L.4. SOLICITATION AMENDMENTS

Offerors are responsible for reviewing all solicitation amendments. A signed copy of each SF 30 Amendment shall be provided to indicate all solicitation amendments have been reviewed.

L.5. INSTRUCTIONS FOR SUBMITTING PROPOSALS

The instructions below provide guidance for the preparation and submission of proposals. The purpose is to establish requirements for the format and content of proposals, so that proposals are complete and contain all the essential information needed for evaluation.

Proposals must be signed, dated, marked with all required information, and submitted in accordance with the instructions in this section to diana.weiss@gsa.gov and huy.le@gsa.gov by 3:00 PM Eastern Time on 20 August 2026.

L.5.1. Hand Carried Proposals

No hand carried proposals will be accepted. All proposals must be submitted electronically. Large email attachments can be delayed during regular business hours. GSA has an attachment size limit of 25 MB. Proposals not time stamped in the receiving email inbox, at or earlier than the due date and time may or may not be considered at the discretion of the Contracting Officer as long as accepting a late proposal does not delay the acquisition and services in the best interest of the Government. GSA will verify when proposals are received; however, it is the responsibility of the Offeror to verify in the event confirmation is not received.

L.5.2. Questions Concerning the Solicitation

All questions regarding the solicitation must be submitted via email to the following diana.weiss@gsa.gov and huy.le@gsa.gov by **3:00 PM Eastern Time on 07 August 2026**. All questions

should be submitted singularly; no multi-part questions. Any questions received after the due date will be answered at the discretion of the Contracting Officer. All questions must specify the solicitation section, paragraph, and page number applicable to the question.

Use the following as your email Subject line: Questions - Firm Name - Supply Side RFQ#

After the due date for submission of questions concerning the solicitation, the questions and answers will be posted on the System for Award Management (SAM.gov) website, Contract Opportunities | SAM.gov, as an amendment to the solicitation.

L.5.3. Submission And Content of Proposals

Proposals must be clearly and concisely prepared in writing and include all information required by the solicitation, with pages numbered and logically assembled. Proposals must be submitted electronically with all text no smaller than single spaced 11-point Times New Roman font and all margins no smaller than 1 inch. Compliance with proposal instructions will be evaluated as a part of each factor. The proposals should clearly demonstrate that the Offeror has a thorough understanding of the requirements under this contract.

The RFP does not commit the Government to pay any costs incurred by Offerors, successful or unsuccessful, in the submission of any proposal.

As stated in the FAR Provision 52.215-1 in this section, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.202(a)(2)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. This does not preclude the Contracting Officer from holding discussions if it is determined negotiations are necessary.

The length of the technical proposal is indicated under each factor. If the length of the proposal exceeds pages indicated, only the first indicated number of pages in order of receipt within the proposal will be reviewed.

The technical proposal must be separate from the price proposal and must not contain any price information. The Proposal Package must consist of **Volume I - Technical** and **Volume II - Price Proposal**.

Proposals must be submitted to diana.weiss@gsa.gov and huy.le@gsa.gov.

Section M - Evaluation Factors for Award.

M.1. METHOD OF AWARD

The Government intends to make an award resulting from this RFP to the responsible contractor whose proposal conforming to the RFP will be most advantageous to the Government, Price and other factors considered, pursuant to FAR Section 15.104. The following technical factors shall be used to evaluate proposals:

- Factor 1: Technical Capability and Technical Experience
- Factor 2: Understanding the SOW
- Factor 3: Past Performance

Best value tradeoff source selection procedures will be used to evaluate proposals and award will be made to the responsible Offerors that provide the best value to the Government after evaluation of both technical and price factors. The best value evaluation is a subjective assessment by the Government that provides the optimal results to the Government, all evaluation factors considered. Offerors must meet the mandatory minimum requirements of the solicitation, proposals must be submitted in the requested format and adhere to the specified page limitations.

When combined, Technical Capability and Technical Experience, Understanding the SOW, and Past Performance, are significantly more important than Price, but as proposals become more equal in their technical merit, price becomes more important. The Government may make trade-offs between price and technical merit when determining if the increased technical merit is worth the increased price. Adjectival Ratings will be used for all technical factors.

The Government may seek clarification of proposals and award without discussions. When seeking clarifications, Offerors must not be allowed to make any changes to their proposals. Clarifications do not constitute discussions.

If discussions are conducted, they will be held with firms in the competitive range in order to advise them of significant weaknesses or deficiencies in their proposals. Upon conclusion of discussions, Offerors in the competitive range will be provided a reasonable opportunity to submit any price or technical revisions to their proposals that may result from the discussions. The Government may determine discussions are not needed to award.

The Government may reject any or all proposals if such action is in the Government's interest.

M.2. TECHNICAL EVALUATION FACTORS

The Government will evaluate each of the Offeror's proposals with respect to the technical evaluation factors and their associated submission requirements set forth below. Each technical proposal must be sufficiently complete and organized containing all essential information addressing the requirements in the solicitation, to ensure that the evaluation can be made on the basis of its content. In order to receive maximum consideration in the technical evaluation process, Offeror's technical proposals must, at a minimum, address all factors listed below. Simply repeating or paraphrasing the SOW is not acceptable. Marking of Technical Data - Per FAR Provision, FAR 52.215-1, if data is included in the proposals that should not be disclosed to the public, it must be marked per the instructions in the clause. Non-price evaluation factors are listed in descending order of importance.

Factor 1. Technical Capability and Experience
Factor 2. Understanding the SOW
Factor 3. Past Performance

FACTOR 1: Technical Capability and Experience – 15 Page Limit

Offerors must demonstrate an understanding of the technical and logistical competencies necessary to execute each of the required tasks outlined in the SOW. Offerors must demonstrate their firm's capabilities to provide the support to the Utility Services Division's procurement team as outlined in the SOW.

Offerors must demonstrate their understanding of the requested tasks specific to the energy support services and energy reverse auctions. The Contractor's technical approach will be evaluated to determine the Contractor's ability to manage the Government's requirements from award to completion. The Technical Approach must demonstrate how the contractor intends to deliver the required services.

Offerors are required to submit a technical proposal addressing the following:

- The Offeror must be "supplier neutral" with no ownership ties, partnerships, or other business relationship with any specific energy supplier (i.e. traders, marketers, producers, transporters, generators) that would reasonably be considered a conflict of interest. Provide a statement certifying this fact.
- The Offeror must have an information technology platform which can execute real-time, online reverse energy auctions and have conducted multiple auctions in the last three years. Preference is for firms whose auction platform focuses solely on energy auctions and total annual awards of at least 2 billion kWh of electricity supply and 10 million Dths of natural gas supply. Provide a description of the platform, how it allows for real-time bids, and the audit trail.
- The Offeror must provide evidence that the auction platform has a FedRamp certification including a GSA approved Authority to Operate (ATO) or ability to obtain certification no later than December 31, 2026.
- Key Personnel qualifications and demonstrated experience to lead and manage professional support services for all of the GSA electric and gas contracts, advisory services, an energy reverse auction platform, pre and post award support services, and contract administrative services. The proposal must include resumes for proposed personnel which include roles held, position descriptions, and years of experience. The number and types of personnel should reflect the requirements of the SOW. The offeror must indicate how the personnel will be utilized in the performance of the SOW. No changes to specific personnel proposed for key positions may be made without the Government's consent.

FACTOR 2: Understanding the SOW – 5 Page Limit

Offers will be evaluated to determine the soundness of their technical approach and understanding of the technical deliverables within the required timeframes. Offerors are required to submit a technical proposal addressing the following:

- The Offeror must be willing to accept all risk in the form of no upfront payment. There will be no upfront costs to the Government and, if in the best interest of the Government, a supply contract is not executed as a result of the Offeror's services, the Government will be under no obligation to compensate the Offeror for services rendered. **Provide a statement certifying acknowledgement of these requirements.**
- Description of approach to provide professional management services for all the electric and gas accounts managed under the Utility Services Division, energy market advisory services, energy reverse auction platform, pre and post award support services, and contract administration support
- Technical and qualitative descriptions of their proposed methodology showing their understanding and strategy to accomplish the objectives in this SOW.
- Technical approach that will be used to address every requirement described in the SOW to include the tracking and input of all relevant data.

FACTOR 3: Past Performance – 3 Page Limit

The Government shall evaluate the Offeror's past performance on recent relevant contracts during the last five years, similar in complexity and scope to activities identified in the SOW. The proposal must indicate past performance of like and similar services performed within the past 5 years.

- Provide evidence that the offeror has market experience across the United States and in particular the utilities and markets in which GSA procures energy.
- Provide three (3) specific examples which demonstrate your experience in providing supply-side energy consulting services to Local, State and/or Federal clients and information on auction results.
- Provide information describing the number of utilities and states client accounts have been served based on energy supply contract awards through the Contractors real-time, online reverse energy auction.
- Provide examples of awards Local, State or Federal clients have executed as a result of the Contractor's service.
- Provide a profile of the firm's operations which includes: the number of years the company has been in business; number of full-time employees; and location of the office(s) from which this contract will be managed.
- The Offeror shall provide evidence of having conducted auctions that resulted in at least 5 billion kWh of electric or 10 million Dth natural gas supply awards during the past five (5) years, clearly demonstrating that the volumes procured total or exceed 5 billion kWh or 10 million Dth.
- For purposes of this evaluation criterion, the use of the term "relevant contract" shall mean where work is/was similar in size, scope, complexity, and risk to this SOW.
- The Offeror must submit a PBS Past Performance Questionnaire (PPQ) (included in the solicitation as Exhibit 1A, completed by the applicable client, for each project included in the proposal for past performance or experience. Completed PPQs should be submitted with the proposal. Ensure correct phone numbers and email addresses are provided for the client point of contact. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the Offeror is unable to obtain a completed PPQ from a client for a project before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the project. If the client requests, the client may submit a questionnaire directly to the Government's point of contact, via email at huy.le@gsa.gov prior to proposal closing date. Offerors may resubmit questionnaires previously submitted with other proposals or may obtain an updated/new PPQ from a client for any submission. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.
- In the case of a contractor without a record of relevant past performance or for whom information on relevant past performance is not available, the Offeror will be evaluated neither favorably nor unfavorably on past performance.
- Past performance information that is not similar will be considered for evaluation purposes when the contractor has no past performance information from contracts for similar efforts.
- The Government may evaluate past performance information from sources other than those provided by the Offeror.

M.3. PRICE

Contractors shall submit a single indicative fee for both the gas and electric procurement scenarios included below. These fees shall encompass all of the offeror's costs providing all services as described in the SOW including but not limited to:

- All professional program management activities
- All account management services
- All advisory services
- Renewable Power Settlement & Delivery Management
- All pre and post award services
- All pre and post administration services
- All Energy Reverse Auction Services including FedRAMP Compliance

For pricing purposes the Offeror should assume this fee will be in place for the Offeror's full performance period of the contract, inclusive of option years.

Specific Tasks: Professional Services, Account Management, Advisory Services, Pre and Post Award Services, Pre and Post Contract Administration Services, Energy Reverse Auction Services

GAS	$. per dth
ELECTRIC	$. per kWh

Specific Task: Renewable Power Settlement & Delivery Management (This amount will be in addition to the amount above for contracts that require this service.)

ELECTRIC	$. per kWh

As part of Volume II, price proposal, offerors shall include SF 1449, Solicitation, Offer, and Award - Blocks 12, 17, 23, 24, and 30 must be completed by an authorized individual who must sign and date the form. For Representations, Certifications, and Other Statements of Offerors, Offerors must complete the online SAM Registration in compliance with the following provisions:

- FAR 52.204-7 System For Award Management (NOV 2024)
- FAR 52.204-8 Annual Representations And Certifications (JAN 2025)
- FAR 52.204-16 Commercial And Government Entity Code Reporting (AUG 2020)
- FAR 52.209-7 Information Regarding Responsibility Matters (OCT 2018)

As part of Volume II, please also include the Subcontracting Plan as applicable.

Appendix 1. Requirements for Section 508 Compliance

Accessibility Requirements Tool

Information and Communication Technology (ICT) Accessibility Requirements Statement per Section 508 of the Rehabilitation Act

E201 Application

E201.1 Scope. ICT that is procured, developed, maintained, or used by agencies shall conform to the Revised 508 Standards.

E206 Hardware

E206.1 General. Where components of ICT are hardware and transmit information or have a user interface, such components shall conform to the requirements in Chapter 4.

E207 Software

E207.1 General. Where components of ICT are software and transmit information or have a user interface, such components shall conform to E207 and the requirements in Chapter 5

Exception from E207.1 General: Software that is assistive technology and that supports the accessibility services of the platform shall not be required to conform to the requirements in Chapter 5.

E207.2 WCAG Conformance. User interface components, as well as the content of platforms and applications, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).

Exceptions from E207.2 WCAG Conformance:
- Software that is assistive technology and that supports the accessibility services of the platform shall not be required to conform to E207.2.
- Non-web software shall not be required to conform to the following four Success Criteria in WCAG 2.0: 2.4.1 Bypass Blocks; 2.4.5 Multiple Ways; 3.2.3 Consistent Navigation; and 3.2.4 Consistent Identification.
- Non-Web software shall not be required to conform to Conformance Requirement 3 Complete Processes in WCAG 2.0.

E207.3 Complete Process for Non-Web Software Where non-Web software requires multiple steps to accomplish an activity, all software related to the activity to be accomplished shall conform to WCAG 2.0 as specified in E207.2.

E208 Support Documentation and Services

E208.1 General. Where an agency provides support documentation or services for ICT, such documentation and services shall conform to the requirements in Chapter 6.

E301 General

E301.1 Scope. The requirements of Chapter 3 shall apply to ICT where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.

E302 Functional Performance Criteria

302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.

302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.

302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.

302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.

302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.

302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.

302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.

302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.

302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.

502 Interoperability with Assistive Technology

502.4 Platform Accessibility Features. Platforms and platform software shall conform to the requirements in ANSI/HFES 200.2, Human Factors Engineering of Software User Interfaces — Part 2: Accessibility (2008) (incorporated by reference, see 702.4.1) listed below:

- A. Section 9.3.3 Enable sequential entry of multiple (chorded) keystrokes;
- B. Section 9.3.4 Provide adjustment of delay before key acceptance;
- C. Section 9.3.5 Provide adjustment of same-key double-strike acceptance;
- D. Section 10.6.7 Allow users to choose visual alternative for audio output;
- E. Section 10.6.8 Synchronize audio equivalents for visual events;
- F. Section 10.6.9 Provide speech output services; and
- G. Section 10.7.1 Display any captions provided.

503 Applications

503.1 General. Applications shall conform to 503.

503.2 User Preferences. Applications shall permit user preferences from platform settings for color, contrast, font type, font size, and focus cursor.

Exception from E503.2 User Preferences: Applications that are designed to be isolated from their underlying platform software, including Web applications, shall not be required to conform to 503.2.

503.3 Alternative User Interfaces. Where an application provides an alternative user interface that functions as assistive technology, the application shall use platform and other industry standard accessibility services.

503.4 User Controls for Captions and Audio Description Where ICT displays video with synchronized audio, ICT shall provide user controls for closed captions and audio descriptions conforming to 503.4.

503.4.1 Caption Controls Where user controls are provided for volume adjustment, ICT shall provide user controls for the selection of captions at the same menu level as the user controls for volume or program selection.

503.4.2 Audio Description Controls. Where user controls are provided for program selection, ICT shall provide user controls for the selection of audio descriptions at the same menu level as the user controls for volume or program selection.

504 Authoring Tools

504.1 General. Where an application is an authoring tool, the application shall conform to 504 to the extent that information required for accessibility is supported by the destination format.

504.2 Content Creation or Editing Authoring tools shall provide a mode of operation to create or edit content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1) for all supported features and, as applicable, to file formats supported by the authoring tool. Authoring tools shall permit authors the option of overriding information required for accessibility.

504.2.1 Preservation of Information Provided for Accessibility in Format Conversion. Authoring tools shall, when converting content from one format to another or saving content in multiple formats, preserve the information required for accessibility to the extent that the information is supported by the destination format.

504.2.2 PDF Export. Authoring tools capable of exporting PDF files that conform to ISO 32000-1:2008 (PDF 1.7) shall also be capable of exporting PDF files that conform to ANSI/AIIM/ISO 14289-1:2016 (PDF/UA-1) (incorporated by reference, see 702.3.1).

504.3 Prompts. Authoring tools shall provide a mode of operation that prompts authors to create content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1) for supported features and, as applicable, to file formats supported by the authoring tool.

504.4 Templates. Where templates are provided, templates allowing content creation that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1) shall be provided for a range of template uses for supported features and, as applicable, to file formats supported by the authoring tool.

602 Support Documentation

602.1 General. Documentation that supports the use of ICT shall conform to 602.

603 Support Services

603.1 General. ICT support services including, but not limited to, help desks, call centers, training services, and automated self-service technical support, shall conform to 603.

Instructions to Offerors

- Provide an Accessibility Conformance Report (ACR) for each commercially available Information and Communication Technology (ICT) item offered through this contract. Create the ACR using the Voluntary Product Accessibility Template Version 2.1 or later, located at https://www.itic.org/policy/accessibility/vpat. Complete each ACR in accordance with the instructions provided in the VPAT template. Each ACR must address the applicable Section 508 requirements referenced in the Work Statement. Each ACR shall state exactly how the ICT meets the applicable standards in the remarks/explanations column, or through additional narrative. All "Not Applicable" (N/A) responses must be explained in the remarks/explanations column or through additional narrative. Address each standard individually and with specificity and clarify whether conformance is achieved throughout the entire ICT Item (for example - user functionality, administrator functionality, and reporting), or only in limited areas of the ICT Item. Provide a description of the evaluation methods used to support Section 508 conformance claims. The agency reserves the right, prior to making an award decision, to perform testing on some or all of the Offeror’s proposed ICT items to validate Section 508 conformance claims made in the ACR.
- Describe your approach to incorporating universal design principles to ensure ICT products or services are designed to support disabled users.
- Describe plans for features that do not fully conform to the Section 508 Standards.
- Describe "typical" user scenarios and tasks, including individuals with disabilities, to ensure fair and accurate accessibility testing of the ICT product or service being offered.

Acceptance Criteria

- Prior to acceptance, the Government reserves the right to perform testing on required ICT items to validate the offeror’s Section 508 conformance claims. If the Government determines that Section 508 conformance claims provided by the offeror represent an inaccurate level of conformance than what is actually delivered to the agency, the Government shall, at its option, require the offeror to remediate the delivered item to align with the required Section 508 conformance claims prior to acceptance.

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Exhibit 1A: PAST PERFORMANCE QUESTIONNAIRE (PPQ)

FOR OFFICIAL USE ONLY – SOURCE SELECTION INFORMATION FAR 2.101 AND 3.104

CONTRACT INFORMATION *(Contractor/Offeror to complete Blocks 1-4)*

1. CONTRACTOR/OFFEROR INFORMATION

Offeror Name:
UEI Number:
Address:
Contact Name:
Email Address:
Contact Phone Number:
Alternate Contact:

2. GENERAL WORK INFORMATION

Work performed as: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture ☐ Other (Please explain):

Percent (%) of project work performed:

3. CONTRACT INFORMATION

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type: ☐ Firm Fixed Price ☐ Other (Please explain)

Contract Title:

Contract Location:

Contract Value:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Exhibit 1A: PAST PERFORMANCE QUESTIONNAIRE (PPQ)

FOR OFFICIAL USE ONLY – SOURCE SELECTION INFORMATION FAR 2.101 AND 3.104

4. PROJECT DESCRIPTION
Provide information describing the number of utilities and states client accounts have been served as well as the annual volume (kWh and/or Dth).

Did or does this contract utilize a reverse auction platform? ☐ Yes ☐ No

INSTRUCTIONS FOR CLIENTS COMPLETING THIS QUESTIONNAIRE: GSA requests that the client completes this questionnaire and submits it directly to the Contracting Officer Huy Le at huy.le@gsa.gov. The government reserves the right to verify any and all information on this form.

Use the following adjective ratings and definitions in your evaluation of the Contractor's performance.		
RATING	**DEFINITION**	**NOTE**
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.

(G) Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

FOR OFFICIAL USE ONLY – SOURCE SELECTION INFORMATION FAR 2.101 AND 3.104

CLIENT INFORMATION						
Client Point of Contact Information Name of Person Completing Questionnaire: Company/Agency: Phone Number: Email Address:						
Describe your role in the project:						
Date Questionnaire was completed (mm/dd/yy):						
Client's Signature:						
Instructions: Please select the adjective rating that best reflects your evaluation of the contractor's performance.						
1. QUALITY:	**E**	**G**	**S**	**M**	**U**	**N**
(a) Ability to meet quality standards specified for technical performance.	☐	☐	☐	☐	☐	☐
(b) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	☐	☐	☐	☐	☐	☐
(c) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	☐	☐	☐	☐	☐	☐
COMMENTS SECTION Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk.						

2. SCHEDULE/TIMELINESS OF PERFORMANCE:	E	G	S	M	U	N
(a) Ability to comply with the delivery or performance schedule	☐	☐	☐	☐	☐	☐
(b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	☐	☐	☐	☐	☐	☐

COMMENTS SECTION

Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk.

3. CUSTOMER SATISFACTION:	E	G	S	M	U	N
(a) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication).	☐	☐	☐	☐	☐	☐
(b) Overall customer satisfaction.	☐	☐	☐	☐	☐	☐

COMMENTS SECTION

Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk.

4. COST/FINANCIAL MANAGEMENT	E	G	S	M	U	N
(a) Ability to meet the terms and conditions within the contractually agreed price(s)?	☐	☐	☐	☐	☐	☐
(b) Please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation.	☐	☐	☐	☐	☐	☐
(c) Is the Contractor's accounting system adequate for management and tracking of costs? (*If no, please explain in the comment section below.)*	☐ Yes		☐ No			
(d) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? (*Indicate if show cause or cure notices were issued, or any default action in the comment section below.)*	☐ Yes		☐ No			
(e) Have there been any indications that the contractor has had any financial problems? (*If yes, please explain in the comment section below.)*	☐ Yes		☐ No			
COMMENTS SECTION Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk.						

5. SUMMARY	
Would you hire or work with this firm again? *(If no, please explain in the comments section below.)*	☐ Yes ☐ No
COMMENTS SECTION Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk.	

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Exhibit 2A: Organizational Conflict of Interest Agreement

Contract Number: _____

Prime Contractor: _____

Subcontractor(s): _____

This Contractor acknowledges all restrictions of the contract and agrees to complete additional agreements as necessary.

As required by the contract, the Contractor certifies the following measures are in place and procedures will be followed:

- Electronic safeguards are in place to prevent unauthorized access to documents prepared in connection with all contract performance.
- Documents related to the contract will be safeguarded and secured while in the Contractor's possession.
- Pursuant to the requirements identified under Federal Acquisition Regulation 9.505- 4(b) an agreement will be entered into with Offerors under which we will agree to protect their information from unauthorized use or disclosure, and refrain from using their information for any purpose other than for which it was furnished.

Prime Contractor Signature: _____ Date: _____

Name and Title: _____

Exhibit 2B - Individual Conflict of Interest and Non-Disclosure Agreement

A. Conflict of Interest

I have read Section H regarding Conflicts of Interest above and understand and agree to abide by the restrictions regarding Organizational Conflict of Interest or personal financial interest.

B. Non-Disclosure of Procurement Sensitive Information

I understand that information and documents related to the work to be performed for the above referenced contract contain source selection information related to the conduct of a Federal agency procurement, the disclosure of which is restricted by the Office of Federal Procurement Policy 41 U.S. Code Chapter 21 - Restrictions on Obtaining and Disclosing Certain Information. The unauthorized disclosure of such information may subject both the discloser and recipient of the information to contractual, civil, and/or criminal penalties as provided by law.

I further understand the requirements identified under Federal Acquisition Regulation 9.505-4(b) to enter into agreements with Offerors to protect their information from unauthorized use or disclosure, and refrain from using their information for any purpose other than for which it was furnished.

Disclosure of source selection or other proprietary information is strictly prohibited and must not be revealed to any source except to the extent authorized by the Contracting Officer.

I understand that disclosure of proprietary information is strictly prohibited. It must not be disclosed to any source either during or after performance of the contract. Disclosure of such information could result in a penalty of fine, jail time, or termination of this contract for breach.

Contract Number: _____

Firm Name: _____

Signature: _____ **Date:** _____

Name and Title: _____