

GENERAL SERVICES ADMINISTRATION

Blanket Purchase Agreement No.

47QMCB21A0003

Contractor Information:

Corporate Lodging Consultants, Inc.
8111 E. 32nd Street North, Suite 300
Wichita, KS 67226
DUNS: 087424511, Schedule Contract No. GS-33F-0009P

Description of agreement.

The Contractor agrees to furnish the supplies or services described herein, if and when ordered by the contracting officer or an authorized representative during the specified term of this agreement.

Description of supplies or services.

The Contractor shall identify, negotiate and secure accommodations, housing and optional services for Federal Agency, State and Local Government first responders, federal employees, support personnel, disaster survivors, their pets, service animals, and any other authorized user or recipient of the services. Emergency lodging and optional services will be authorized only through issuance of a task order executed by any authorized Ordering Agency.

Emergency accommodations will encompass the full range of safe, clean, secure lodging/housing and optional services for both CONUS (Contiguous United States), and OCONUS (defined as Alaska, Hawaii, U.S. territories [U.S. Virgin Islands, Puerto Rico, Guam, American Samoa, and Northern Mariana Islands]) and International/Foreign Areas (defined as Canada) locations. The outcome of this support will also provide safe, affordable lodging/housing in a cost-effective manner. The Contractor shall provide all resources necessary to accomplish the tasks and deliverables described in the attached Statement of Work (SOW).

Term of agreement.

This agreement will become effective upon approval by the GSA contracting officer and will remain in effect until March 15, 2022, unless the Government exercises the four, one-year option periods. The full period of performance for this BPA is as follows:

Base Period: March 16, 2021 - March 15, 2022
Option 1: March 16, 2022 - March 15, 2023
Option 2: March 16, 2023 - March 15, 2024
Option 3: March 16, 2024 - March 15, 2025
Option 4: March 16, 2025 - March 15, 2026

Geographic area to be served.

- Continental United States (CONUS)
- OCONUS (Alaska, Hawaii, and U.S territories (U.S. Virgin Islands, Puerto Rico, Guam, American Samoa and Northern Marina Islands))
- Canada

Extent of Obligation.

The government is obligated only to the extent of authorized purchases actually made under this agreement.

Pricing.

Any purchases made pursuant to this agreement will be based the awarded pricing listed below:

BASE PERIOD

SECTION A: LODGING ACCOMMODATIONS					
CLIN	Description of Supplies/Services	Estimated Quantity (i.e. Annual Room Night)			Service Fee
		Unit of Issue	FROM	TO	
0001	CONUS – Lodging Accommodations	EA	1	150,000	\$3.30
0002	CONUS – Lodging Accommodations	EA	150,001	300,000	\$3.25
0003	CONUS – Lodging Accommodations	EA	300,001	600,000	\$3.00
0004	CONUS – Lodging Accommodations	EA	600,001	and Above	\$2.86
0005	OCONUS – Lodging Accommodations	EA	1	150,000	\$2.88
0006	OCONUS – Lodging Accommodations	EA	150,001	300,000	\$2.85
0007	International/Foreign Area (Canada) – Lodging Accommodations	EA	1	300,000	\$2.88
Volume Discount	CONUS – Lodging Accommodations	EA	1,000,000	2,000,000	\$2.45
Volume Discount	CONUS – Lodging Accommodations	EA	2,000,001	Above	\$2.25
CLIN	Description of Supplies/Services	Estimated Quantity			Service Fee
		Unit of Issue	FROM	TO	
0008A	Ancillary Support Services – Food & Beverage Service	EA	1	10	\$2.00
0008B	Ancillary Support Services – Meeting Room Rental	EA	1	10	\$2.00
0008C	Ancillary Support Services – Shuttle/Transportation Service	EA	1	10	\$2.00
0008D	Ancillary Support Services – Pet Service	EA	1	10	\$2.00
0009	Congressional Hearing Support	HR	1	40	\$25.00
0010	General Administrative and Technology Support	HR	1	40	\$25.00

OPTION YEAR 1

SECTION A: LODGING ACCOMMODATIONS					
CLIN	Description of Supplies/Services	Estimated Quantity (i.e. Annual Room Night)			Service Fee
		Unit of Issue	FROM	TO	
1001	CONUS – Lodging Accommodations	EA	1	150,000	\$3.30
1002	CONUS – Lodging Accommodations	EA	150,001	300,000	\$3.25
1003	CONUS – Lodging Accommodations	EA	300,001	600,000	\$3.00
1004	CONUS – Lodging Accommodations	EA	600,001	and Above	\$2.86
1005	OCONUS – Lodging Accommodations	EA	1	150,000	\$2.88
1006	OCONUS – Lodging Accommodations	EA	150,001	300,000	\$2.85
1007	International/Foreign Area (Canada) – Lodging Accommodations	EA	1	300,000	\$2.88
Volume Discount	CONUS – Lodging Accommodations	EA	1,000,000	2,000,000	\$2.45
Volume Discount	CONUS – Lodging Accommodations	EA	2,000,001	Above	\$2.25
SECTION B: OPTIONAL SERVICES					
CLIN	Description of Supplies/Services	Estimated Quantity			Service Fee
		Unit of Issue	FROM	TO	
1008A	Ancillary Support Services – Food & Beverage Service	EA	1	10	\$2.00
1008B	Ancillary Support Services – Meeting Room Rental	EA	1	10	\$2.00
1008C	Ancillary Support Services – Shuttle/Transportation Service	EA	1	10	\$2.00
1008D	Ancillary Support Services – Pet Service	EA	1	10	\$2.00
1009	Congressional Hearing Support	HR	1	40	\$25.00
1010	General Administrative and Technology Support	HR	1	40	\$25.00

OPTION YEAR 2

SECTION A: LODGING ACCOMMODATIONS					
CLIN	Description of Supplies/Services	Estimated Quantity (i.e. Annual Room Night)			Service Fee
		Unit of Issue	FROM	TO	
2001	CONUS – Lodging Accommodations	EA	1	150,000	\$3.38
2002	CONUS – Lodging Accommodations	EA	150,001	300,000	\$3.32
2003	CONUS – Lodging Accommodations	EA	300,001	600,000	\$3.03
2004	CONUS – Lodging Accommodations	EA	600,001	and Above	\$2.92
2005	OCONUS – Lodging Accommodations	EA	1	150,000	\$2.88
2006	OCONUS – Lodging Accommodations	EA	150,001	300,000	\$2.85
2007	International/Foreign Area (Canada) – Lodging Accommodations	EA	1	300,000	\$2.88
Volume Discount	CONUS – Lodging Accommodations	EA	1,000,000	2,000,000	\$2.45
Volume Discount	CONUS – Lodging Accommodations	EA	2,000,001	Above	\$2.25
SECTION B: OPTIONAL SERVICES					
CLIN	Description of Supplies/Services	Estimated Quantity			Service Fee
		Unit of Issue	FROM	TO	
2008A	Ancillary Support Services – Food & Beverage Service	EA	1	10	\$2.00
2008B	Ancillary Support Services – Meeting Room Rental	EA	1	10	\$2.00
2008C	Ancillary Support Services – Shuttle/Transportation Service	EA	1	10	\$2.00
2008D	Ancillary Support Services – Pet Service	EA	1	10	\$2.00
2009	Congressional Hearing Support	HR	1	40	\$25.00
2010	General Administrative and Technology Support	HR	1	40	\$25.00

OPTION YEAR 3

SECTION A: LODGING ACCOMMODATIONS					
CLIN	Description of Supplies/Services	Estimated Quantity (i.e. Annual Room Night)			Service Fee
		Unit of Issue	FROM	TO	
3001	CONUS – Lodging Accommodations	EA	1	150,000	\$3.45
3002	CONUS – Lodging Accommodations	EA	150,001	300,000	\$3.39
3003	CONUS – Lodging Accommodations	EA	300,001	600,000	\$3.09
3004	CONUS – Lodging Accommodations	EA	600,001	and Above	\$2.98
3005	OCONUS – Lodging Accommodations	EA	1	150,000	\$2.88
3006	OCONUS – Lodging Accommodations	EA	150,001	300,000	\$2.85
3007	International/Foreign Area (Canada) – Lodging Accommodations	EA	1	300,000	\$2.88
Volume Discount	CONUS – Lodging Accommodations	EA	1,000,000	2,000,000	\$2.45
Volume Discount	CONUS – Lodging Accommodations	EA	2,000,001	Above	\$2.25
SECTION B: OPTIONAL SERVICES					
CLIN	Description of Supplies/Services	Estimated Quantity			Service Fee
		Unit of Issue	FROM	TO	
3008A	Ancillary Support Services – Food & Beverage Service	EA	1	10	\$2.00
3008B	Ancillary Support Services – Meeting Room Rental	EA	1	10	\$2.00
3008C	Ancillary Support Services – Shuttle/Transportation Service	EA	1	10	\$2.00
3008D	Ancillary Support Services – Pet Service	EA	1	10	\$2.00
3009	Congressional Hearing Support	HR	1	40	\$25.00
3010	General Administrative and Technology Support	HR	1	40	\$25.00

OPTION YEAR 4

SECTION A: LODGING ACCOMMODATIONS					
CLIN	Description of Supplies/Services	Estimated Quantity (i.e. Annual Room Night)			Service Fee
		Unit of Issue	FROM	TO	
4001	CONUS – Lodging Accommodations	EA	1	150,000	\$3.51
4002	CONUS – Lodging Accommodations	EA	150,001	300,000	\$3.45
4003	CONUS – Lodging Accommodations	EA	300,001	600,000	\$3.15
4004	CONUS – Lodging Accommodations	EA	600,001	and Above	\$3.04
4005	OCONUS – Lodging Accommodations	EA	1	150,000	\$2.88
4006	OCONUS – Lodging Accommodations	EA	150,001	300,000	\$2.85
4007	International/Foreign Area (Canada) – Lodging Accommodations	EA	1	300,000	\$2.88
Volume Discount	CONUS – Lodging Accommodations	EA	1,000,000	2,000,000	\$2.45
Volume Discount	CONUS – Lodging Accommodations	EA	2,000,001	Above	\$2.25
SECTION B: OPTIONAL SERVICES					
CLIN	Description of Supplies/Services	Estimated Quantity			Service Fee
		Unit of Issue	FROM	TO	
4008A	Ancillary Support Services – Food & Beverage Service	EA	1	10	\$2.00
4008B	Ancillary Support Services – Meeting Room Rental	EA	1	10	\$2.00
4008C	Ancillary Support Services – Shuttle/Transportation Service	EA	1	10	\$2.00
4008D	Ancillary Support Services – Pet Service	EA	1	10	\$2.00
4009	Congressional Hearing Support	HR	1	40	\$25.00
4010	General Administrative and Technology Support	HR	1	40	\$25.00

OPTION EXTENSION

SECTION A: LODGING ACCOMMODATIONS					
CLIN	Description of Supplies/Services	Estimated Quantity (i.e. Annual Room Night)			Service Fee
		Unit of Issue	FROM	TO	
5001	CONUS – Lodging Accommodations	EA	1	150,000	\$3.55
5002	CONUS – Lodging Accommodations	EA	150,001	300,000	\$3.50
5003	CONUS – Lodging Accommodations	EA	300,001	600,000	\$3.20
5004	CONUS – Lodging Accommodations	EA	600,001	and Above	\$3.09
5005	OCONUS – Lodging Accommodations	EA	1	150,000	\$2.88
5006	OCONUS – Lodging Accommodations	EA	150,001	300,000	\$2.85
5007	International/Foreign Area (Canada) – Lodging Accommodations	EA	1	300,000	\$2.88
Volume Discount	CONUS – Lodging Accommodations	EA	1,000,000	2,000,000	\$2.45
Volume Discount	CONUS – Lodging Accommodations	EA	2,000,001	Above	\$2.25
SECTION B: OPTIONAL SERVICES					
CLIN	Description of Supplies/Services	Estimated Quantity			Service Fee
		Unit of Issue	FROM	TO	
5008A	Ancillary Support Services – Food & Beverage Service	EA	1	10	\$2.00
5008B	Ancillary Support Services – Meeting Room Rental	EA	1	10	\$2.00
5008C	Ancillary Support Services – Shuttle/Transportation Service	EA	1	10	\$2.00
5008D	Ancillary Support Services – Pet Service	EA	1	10	\$2.00
5009	Congressional Hearing Support	HR	1	40	\$25.00
5010	General Administrative and Technology Support	HR	1	40	\$25.00

Volume Discount

Volume discounts shall be cumulative and applicable government-wide to all Ordering Agencies. Once the total cumulative number of room nights exceeds a volume tier government-wide, the relevant awarded price corresponding to the next volume tier shall apply to all Ordering Agencies. The volume discount tier schedule shall reset to the lowest room night volume tier (e.g. 1 – 150,000) at the start of each BPA option period, if exercised.

Authorized Users.

The agencies specified in GSA Order OGP 4800.21 Eligibility to Use GSA Sources of Supply and Services are eligible to use this agreement. Specific users from eligible agencies will be authorized to place orders under this agreement only upon written approval from the contracting officer.

Placing orders.

After this agreement is awarded, Ordering Agencies eligible to utilize the BPA may request to become an authorized user. An Ordering Agency representative must submit a request to onthego@gsa.gov with the following information:

1. Agency name;
2. Agency address;
3. Name of authorized user(s);
4. Title(s) or role(s) for each authorized user;
5. Phone number(s);
6. Email address

Note: An Ordering Agency's request must identify at least one (1) contracting officer as an authorized user and cannot include contractors as users.

Upon receipt of the Ordering Agency's request, the GSA contracting officer will prepare and execute a modification to add the authorized user(s) to the BPA. Once the Ordering Agency is authorized to use the BPA, the Ordering Agency's designated contracting officer can issue a task order against the BPA. The task order must include, at a minimum: agency requirements, payment, and reporting/auditing requirements. Payment of all services under the task order will be the sole responsibility of the specified Ordering Agency.

Invoices.

Invoices are authorized for payment upon the Ordering Agency' receipt and acceptance of deliverables specified in its executed task order and the receipt of a valid invoice. Unless otherwise agreed to, all invoices shall contain the information specified in FAR 52.212-4(g)(1) and the period of performance relative to the services rendered in the invoice.

Payment of all lodging/housing and optional services ordered under this BPA is the sole responsibility of the specified Ordering Agency. GSA will not be liable for any amount that may be due to the Contractor, its subcontractors, or any other entity providing services under this effort for services that may be ordered by authorized users other than GSA.

Terms and conditions.

All applicable clauses incorporated into the Contractor's current GSA MAS, Category L - Travel, SIN 561599L contract shall flow down and are hereby incorporated into the awarded agreement. In the event of a conflict between the provisions of this agreement and the GSA MAS contract, the provisions of the GSA MAS contract will take precedence.

Additional terms and conditions and requirements from the RFQ are attached to this agreement and incorporated as follows:

RFQ Section 1 – Statement of Work

RFQ Section 3 – Contract Clauses

RFQ Section 4 – Other Terms and Conditions

RFQ Attachment C – ELS 4.0 Security Requirements

Attachment 1 Statement of Work (RFQ Section 1)

1.0 BACKGROUND AND OBJECTIVES

The Emergency Lodging Services Program (ELS) is the largest managed emergency lodging program in the Federal Government providing managed and negotiated lodging rates and optional services with benefits for government agencies to centrally source, manage, pay, audit and report out on their emergency lodging response purchases. The Federal Government, through a Blanket Purchase Agreement (BPA) managed by GSA via a competitively selected contractor from GSA Multiple Award Schedule (MAS), Category L – Travel, Special Item Number (SIN) 561599L Lodging Negotiations and Management Services, is able to negotiate greater discounts on lodging rates and service fees by leveraging the Government’s market share.

The use of the ELS Program supports initiatives to promote efficient spending and effective acquisition results. To that end, this procurement embraces the Office of Federal Procurement Policy (OFPP) M-12-12 Memorandum, “Promoting Efficient Spending to Support Agency Operations”, which outlined a series of policies and practices designed to increase efficiency, improve operations and cut unnecessary spending. The ELS Program also supports GSA’s role in its Emergency Support Function (ESF).

Agency use of the ELS program is not a mandatory requirement. However, the Department of Homeland Security, Federal Emergency Management Agency (FEMA), is the largest buyer of this service in the Government and the largest user of the ELS program to date. This type of purchase is highly unpredictable and, when utilized, is highly visible and scrutinized by Congress and the American taxpayer. Prudent and centralized program management is required.

The ELS Program ensures that emergency lodging requirements are consolidated to minimize competition for scarce resources and to negotiate and secure fair and reasonable lodging rates to the Government during and after an emergency. The ELS program brings proven volume to the marketplace; stability to the Government in a time of chaos and due to the nature of the purchase, the ELS program provides continuity and centralized management.

1.1 SCOPE

The Contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW). The Contractor shall identify, negotiate and secure accommodations, housing and optional services for Federal Agency, State and Local Government first responders, federal employees, support personnel, disaster survivors, their pets, service animals, and any other authorized user or recipients of the services.

Emergency lodging and optional services will be authorized only through issuance of a task order executed by any authorized Ordering Agency.

Emergency accommodations will encompass the full range of safe, clean, secure lodging/housing and optional services for both CONUS (Contiguous United States), and if offered, OCONUS (defined as Alaska, Hawaii, U.S. territories [U.S. Virgin Islands, Puerto Rico, Guam, American Samoa, and Northern Mariana Islands]) and International/Foreign Areas (defined as Canada) locations. The outcome of this support will also provide safe, affordable lodging/housing in a cost-effective manner.

Ordering Agencies must determine which types of accommodations are required and acceptable in their agency task order with the Contractor. Any alternate facilities used under the GSA ELS program must be properly vetted and ordered by the contractor so that liability, safety, payment processes and other safeguards can be met.

The terms and conditions included in this BPA apply to all purchases made pursuant to it.

1.2 DEFINITIONS

Accommodations – Lodging and/or housing that may include, but is not limited to: hotels/motels; dormitories, group quarters, and institutional facilities; cruise ships and recreational vessels; seasonal commercial recreational camps; corporate lodging facilities; residential care facilities; and community facilities.

Ancillary Support Services – Commercial offerings of a hotel/lodging facility provided to accommodate guests when commercially available, including, but not limited to: food & beverage, meeting room, shuttle/transportation and pet service fees. Under this BPA and any resulting task order, ancillary support services are optional and the Contractor may charge a service fee to arrange these services. The actual cost(s) for ancillary support services will be passed through the Contractor to the Ordering Agency for payment.

Annual Room Nights – The nightly lodging accommodation used by approved recipients upon issuance of a task order by the Ordering Agency.

Approved Recipients – Disaster survivors, pets, and any other approved persons affected/impacted by disasters and/or emergencies.

CONUS – Lodging and optional services provided in the continental United States.

Contract Line Item Number (CLIN) – The required or optional product and/or service identified in the solicitation for pricing, delivery, inspection, acceptance, invoicing, and payment (See Section 1.4). Although not listed in Section 1.4, the actual costs for lodging fees and ancillary support services shall be considered a CLIN and subject to the applicable Industrial Funding Fee (IFF) of 0.75%.

Declared Natural or Man-made Disasters – A formal statement by the jurisdiction's chief public official (i.e., The President, Governor, Mayor or County Judge) that a disaster or emergency situation exceeds their response capabilities. These disasters may include, but are not limited to: hurricanes; floods; tornadoes, earthquakes; wildfires; pandemics, oil spill, natural gas explosion, toxic chemical spill, widespread power outage/blackout, structural collapse; and other natural or man-made events.

Discount – A reduction in the GSA Schedule price that, when applied, would result in the proposed service fee. The discount should be listed as a dollar amount.

Emergency Needs – Ordering Agency defined needs, such as: housing, lodging, shelter, general meeting rooms and meeting services, food services, supplies related to emergency lodging, standard

property shuttle service (which may be provided by the lodging provider at no additional cost), planning support services in response to an emergency, disaster, or preparedness operations.

Fire Safe – A facility that meets the fire safety requirements of the Hotel and Motel Fire Safety Act of 1990, as amended (see 5 U.S.C. 5707a).

GSA Schedule Price – Under the GSA Schedules Program, this is the awarded fixed ceiling price(s) for supplies, and for services, the awarded ceiling hourly rate(s) or fixed price(s) for specific tasks.

International/Foreign Area – Lodging and optional services provided in Canada.

OCONUS – Lodging and optional services provided in Alaska, Hawaii, and U.S. territories (i.e. U.S. Virgin Islands, Puerto Rico, Guam, American Samoa and Northern Mariana Islands).

Ordering Agency – Federal Agency, State and Local Government responders, employees, support personnel and authorized users in support of disasters and/or emergencies.

Overpayment - An overpayment would be a refund on the excess paid above the negotiated lodging room rate.

Pass through at Cost – The actual cost of the lodging accommodation and/or optional services that is provided by the lodging/housing facility through the Contractor to the Ordering Agency for payment. These costs shall contain no added overhead. The contractor may assess a daily per person service fee to arrange for these services; however, the actual cost(s) of the services, plus applicable Industrial Funding Fee (IFF), shall be provided to the Government as a pass through at cost.

Personally Identifiable Information (PII) – As defined in the NIST Special Publication 800-122, PII is any information about an individual maintained by an agency, including any information that can be used to distinguish or trace an individual's identity that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context is considered PII. Such information can include:

- Name, such as full name, maiden name, mother's maiden name, or alias;
- Personal identification number, such as social security number (SSN), passport number, driver's license number, taxpayer identification number, or financial account or credit card number;
- Address information, such as street address or email address;
- Personal characteristics, including photographic image, especially a face image or other identifying characteristic; fingerprints; handwriting; or other biometric data, such as retina scan, voice signature, and facial geometry; and
- Information about an individual that is linked or linkable to one of the above categories, such as date of birth, place of birth, race, religion, weight, activities, geographical indicators,

employment information, medical information, education information, and financial information.

Safe – A structurally sound edifice, potable water, heat and electricity appropriate to the climate zone, free of hazardous materials and debris.

Service Fee – The fee charged by the Contractor for procuring lodging accommodations and/or ancillary support services for the Ordering Agency. The fee is multiplied against the accommodations per room night rate or ancillary support service charge. Also referred to as Proposed Service Fee.

Total Price – The sum of the proposed service fee multiplied by the estimated quantity for each CLIN. The Offeror shall use the higher known quantity to calculate the total price (e.g. 150,000 for CLIN 0001); if the higher quantity is not defined numerically, then the Offeror shall use the lower known quantity (e.g. 600,001 for CLIN 0004). Also referred to as Proposed Total Price.

1.3 ACRONYMS

Acronym	Explanation
A&A	Assessment and Accreditation
ADA	Americans With Disability Act
ADR	Average Daily Rate
AO	Authorizing Official
BAR	Best Available Rate
BPA	Blanket Purchase Agreement
CO	Contracting Officer
CONUS	Continental United States
COR	Contracting Officers Representative
COTS	Commercially Available Off-The-Shelf
CTO	Commercial Travel Office
DHS	Department of Homeland Security
DMP	Data Management Plan
DTS	Defense Travel System
ELS	Emergency Lodging Services Program
DUNS	Data Universal Numbering System
EDI	Electronic Data Interchange
EFT	Electronic Funds Transfer
ESF	Emergency Support Function
ETS	E-Gov Travel Service
FAR	Federal Acquisition Regulation
FAS	Federal Acquisition Service
FEMA	Federal Emergency Management Agency
FIPS	Federal Information processing Standards
FSS	Federal Supply Service
FTP	File Transfer Protocol
FTR	Federal Travel Regulation
FY	Fiscal Year

GDS	Global Distribution System
GSA	U.S. General Services Administration
IFF	Industrial Funding Fee
IPP	Invoice Processing Platform
ISA	Interconnection Security Agreements
ISSO	Information Systems Security Office
IT	Information Technology
M&IE	Meals and Incidental Expenses
MOA/U	Memorandum of Agreement/Understanding
MAS	Multiple Award Schedule
NEMIS	National Emergency Management Information Agency
NIST	National Institute of Standards and Technology
LRA	Last Room Availability
NLRA	Non Last Room Availability
NSSE	National Special Security Event
OCONUS	Outside Continental United States
PII	Personally Identifiable Information
PM	Program / Project Manager
PMO	Program management Office
RFP	Request for Proposal
RFQ	Request for Quote
SFTP	Secure File Transfer Protocol
SIN	Special Item Number
SOW	Statement of Work
SP	Security Plan
SSP	System Security Plan
T&T	Office of Travel and Transportation Services
TDY	Temporary Duty Travel
TMC	Travel Management Center
TSA	Transitional Sheltering Assistance
TSAR	Transitional Sheltering Assistance Reimbursement
TSS	Travel Services Solutions
UDF	User Defined Files

1.4 CONTRACT LINE ITEM NUMBER (CLINs)

The Contract Line Item Numbers (CLIN) identified below will be competitively evaluated as described in Section 6. These CLINs include mandatory supplies/services for which the Offeror is required to submit a quote. The quantities identified for each CLIN are estimates only and are no indication of future quantities or sales, nor are they a guarantee that the quantities estimated will be achieved by the Government.

BASE PERIOD

SECTION A: LODGING ACCOMMODATIONS				
CLIN	Description of Supplies/Services	Estimated Quantity (i.e. Annual Room Night)		
		Unit of Issue	FROM	TO
0001	CONUS – Lodging Accommodations	EA	1	150,000
0002	CONUS – Lodging Accommodations	EA	150,001	300,000
0003	CONUS – Lodging Accommodations	EA	300,001	600,000
0004	CONUS – Lodging Accommodations	EA	600,001	and Above
0005	OCONUS – Lodging Accommodations	EA	1	150,000
0006	OCONUS – Lodging Accommodations	EA	150,001	300,000
0007	International/Foreign Area (Canada) – Lodging Accommodations	EA	1	300,000
SECTION B: OPTIONAL SERVICES				
CLIN	Description of Supplies/Services	Estimated Quantity		
		Unit of Issue	FROM	TO
0008A	Ancillary Support Services – Food & Beverage Service	EA	1	10
0008B	Ancillary Support Services – Meeting Room Rental	EA	1	10
0008C	Ancillary Support Services – Shuttle/Transportation Service	EA	1	10
0008D	Ancillary Support Services – Pet Service	EA	1	10
0009	Congressional Hearing Support	HR	1	40
0010	General Administrative and Technology Support	HR	1	40

OPTION YEAR 1

SECTION A: LODGING ACCOMMODATIONS				
CLIN	Description of Supplies/Services	Estimated Quantity (i.e. Annual Room Night)		
		Unit of Issue	FROM	TO
1001	CONUS – Lodging Accommodations	EA	1	150,000
1002	CONUS – Lodging Accommodations	EA	150,001	300,000
1003	CONUS – Lodging Accommodations	EA	300,001	600,000
1004	CONUS – Lodging Accommodations	EA	600,001	and Above
1005	OCONUS – Lodging Accommodations	EA	1	150,000
1006	OCONUS – Lodging Accommodations	EA	150,001	300,000
1007	International/Foreign Area (Canada) – Lodging Accommodations	EA	1	300,000
SECTION B: OPTIONAL SERVICES				
CLIN	Description of Supplies/Services	Estimated Quantity		
		Unit of Issue	FROM	TO
1008A	Ancillary Support Services – Food & Beverage Service	EA	1	10
1008B	Ancillary Support Services – Meeting Room Rental	EA	1	10
1008C	Ancillary Support Services – Shuttle/Transportation Service	EA	1	10
1008D	Ancillary Support Services – Pet Service	EA	1	10
1009	Congressional Hearing Support	HR	1	40
1010	General Administrative and Technology Support	HR	1	40

OPTION YEAR 2

SECTION A: LODGING ACCOMMODATIONS				
CLIN	Description of Supplies/Services	Estimated Quantity (i.e. Annual Room Night)		
		Unit of Issue	FROM	TO
2001	CONUS - Lodging Accommodations	EA	1	150,000
2002	CONUS - Lodging Accommodations	EA	150,001	300,000
2003	CONUS - Lodging Accommodations	EA	300,001	600,000
2004	CONUS - Lodging Accommodations	EA	600,001	and Above
2005	OCONUS - Lodging Accommodations	EA	1	150,000
2006	OCONUS - Lodging Accommodations	EA	150,001	300,000
2007	International/Foreign Area (Canada) - Lodging Accommodations	EA	1	300,000
SECTION B: OPTIONAL SERVICES				
CLIN	Description of Supplies/Services	Estimated Quantity		
		Unit of Issue	FROM	TO
2008A	Ancillary Support Services - Food & Beverage Service	EA	1	10
2008B	Ancillary Support Services - Meeting Room Rental	EA	1	10
2008C	Ancillary Support Services - Shuttle/Transportation Service	EA	1	10
2008D	Ancillary Support Services - Pet Service	EA	1	10
2009	Congressional Hearing Support	HR	1	40
2010	General Administrative and Technology Support	HR	1	40

OPTION YEAR 3

SECTION A: LODGING ACCOMMODATIONS				
CLIN	Description of Supplies/Services	Estimated Quantity (i.e. Annual Room Night)		
		Unit of Issue	FROM	TO
3001	CONUS - Lodging Accommodations	EA	1	150,000
3002	CONUS - Lodging Accommodations	EA	150,001	300,000
3003	CONUS - Lodging Accommodations	EA	300,001	600,000
3004	CONUS - Lodging Accommodations	EA	600,001	and Above
3005	OCONUS - Lodging Accommodations	EA	1	150,000
3006	OCONUS - Lodging Accommodations	EA	150,001	300,000
3007	International/Foreign Area (Canada) - Lodging Accommodations	EA	1	300,000
SECTION B: OPTIONAL SERVICES				
CLIN	Description of Supplies/Services	Estimated Quantity		
		Unit of Issue	FROM	TO
3008A	Ancillary Support Services - Food & Beverage Service	EA	1	10
3008B	Ancillary Support Services - Meeting Room Rental	EA	1	10
3008C	Ancillary Support Services - Shuttle/Transportation Service	EA	1	10
3008D	Ancillary Support Services - Pet Service	EA	1	10
3009	Congressional Hearing Support	HR	1	40
3010	General Administrative and Technology Support	HR	1	40

OPTION YEAR 4

SECTION A: LODGING ACCOMMODATIONS				
CLIN	Description of Supplies/Services	Unit of Issue	Estimated Quantity (i.e. Annual Room Night)	
			FROM	TO
4001	CONUS – Lodging Accommodations	EA	1	150,000
4002	CONUS – Lodging Accommodations	EA	150,001	300,000
4003	CONUS – Lodging Accommodations	EA	300,001	600,000
4004	CONUS – Lodging Accommodations	EA	600,001	and Above
4005	OCONUS – Lodging Accommodations	EA	1	150,000
4006	OCONUS – Lodging Accommodations	EA	150,001	300,000
4007	International/Foreign Area (Canada) – Lodging Accommodations	EA	1	300,000
SECTION B: OPTIONAL SERVICES				
CLIN	Description of Supplies/Services	Unit of Issue	Estimated Quantity	
			FROM	TO
4008A	Ancillary Support Services – Food & Beverage Service	EA	1	10
4008B	Ancillary Support Services – Meeting Room Rental	EA	1	10
4008C	Ancillary Support Services – Shuttle/Transportation Service	EA	1	10
4008D	Ancillary Support Services – Pet Service	EA	1	10
4009	Congressional Hearing Support	HR	1	40
4010	General Administrative and Technology Support	HR	1	40

OPTION EXTENSION

SECTION A: LODGING ACCOMMODATIONS				
CLIN	Description of Supplies/Services	Unit of Issue	Estimated Quantity (i.e. Annual Room Night)	
			FROM	TO
5001	CONUS – Lodging Accommodations	EA	1	150,000
5002	CONUS – Lodging Accommodations	EA	150,001	300,000
5003	CONUS – Lodging Accommodations	EA	300,001	600,000
5004	CONUS – Lodging Accommodations	EA	600,001	and Above
5005	OCONUS – Lodging Accommodations	EA	1	150,000
5006	OCONUS – Lodging Accommodations	EA	150,001	300,000
5007	International/Foreign Area (Canada) – Lodging Accommodations	EA	1	300,000
SECTION B: OPTIONAL SERVICES				
CLIN	Description of Supplies/Services	Unit of Issue	Estimated Quantity	
			FROM	TO
5008A	Ancillary Support Services – Food & Beverage Service	EA	1	10
5008B	Ancillary Support Services – Meeting Room Rental	EA	1	10
5008C	Ancillary Support Services – Shuttle/Transportation Service	EA	1	10
5008D	Ancillary Support Services – Pet Service	EA	1	10
5009	Congressional Hearing Support	HR	1	40
5010	General Administrative and Technology Support	HR	1	40

1.5 PRICING SCHEDULE

The Offeror shall submit pricing based on, and that does not exceed, their awarded GSA Schedule, Category L – Travel, SIN 561599L Lodging Negotiations and Management Services contract pricing for the base and all option periods of performance. Proposed pricing shall be based on the specific tasks outlined in Section 1 of the Statement of Work. Prices proposed shall incorporate all costs to perform the services, to include, but not limited to, direct wages, overhead, general and administrative expenses, and profit applicable to the Offeror as well as subcontractor(s) and/or teaming partners. Furthermore, in accordance with FAR 8.402(f), Offerors are permitted to propose items in its price quote for any solicited service(s) and/or report(s) that is not currently awarded on their MAS Category L - Travel, SIN 561599L contract. Offerors must clearly label these items in its price quote as an “Open Market Item.”

The Contractor may propose a daily per person service fee to arrange ancillary support services; however, the actual cost(s) of these services, plus applicable IFF, shall be provided to the Government at pass through costs subject to audit, and shall include, but is not be limited to:

- Food & beverage service
 - Meeting room
 - Property shuttle/transportation service
 - Pet fee

For optional Congressional Hearing and General Administrative and Technology Support services, the Contractor shall propose a fixed price hourly rate.

The Industrial Funding Fee (IFF) reimburses GSA for the incurred costs in procuring and managing Category L – Travel under the MAS Consolidated Schedule. For purposes of this RFQ, Offerors shall include and report IFF of 0.75% in its proposed pricing for all CLINs, as well as for all pass through lodging fees and ancillary support service costs provided to the Ordering Agency. For example, if an Ordering Agency incurs a cost of \$100 hotel rate for a one night lodging stay and the service fee charged by the Contractor is \$2.60, the Contractor would be required to collect and remit IFF of \$0.76 ($\$100 / 0.9925$ [0.75%]) for the hotel room night rate and \$0.02 for the service fee ($\$2.60 / 0.9925$ [0.75%]). Similarly, if an Ordering Agency incurs a cost of \$50 for food and beverage service for one day and the service fee charged by the Contractor is \$2.60, the Contractor would be required to collect and remit IFF of \$0.38 ($\$50 / 0.9925$ [0.75%]) for the food and beverage service and \$0.02 for the service fee ($\$2.60 / 0.9925$ [0.75%]).

1.5.1 VOLUME DISCOUNT

The Contractor shall propose volume discounts to the lodging accommodation CLINs listed in Section 1.4 Contract Line Item Numbers (CLINs) above. Volume discounts shall be cumulative and applicable government-wide to all Ordering Agencies. Once the total cumulative number of room nights exceeds a volume tier government-wide, the relevant awarded price corresponding to the next volume tier shall apply to all Ordering Agencies. The volume discount tier schedule shall reset to the lowest room night volume tier (e.g. 1 – 150,000) at the start of each BPA option period, if exercised.

1.6 GENERAL REQUIREMENTS

1.6.1 National Special Security Events (NSSE)

The Contractor must provide lodging/housing accommodations and optional services for National Special Security Events (NSSE) as defined at <https://www.secretservice.gov/protection/>. When an event is designated by the Secretary of Homeland Security as a NSSE, the Secret Service will assume its mandated role as the lead agency for the design and implementation of the operational security plan. The Secret Service has developed a core strategy to carry out its security operations, which relies heavily on its established partnerships with law enforcement and public safety officials at the local, state and federal levels.

1.6.2 CONUS LODGING ACCOMMODATIONS

The Contractor shall provide lodging/housing accommodations and optional services in the Contiguous United States (CONUS) during small to catastrophic disasters which may require large-scale housing delivery¹. While CONUS per diem rates are set by the General Services Administration (GSA), the Contractor shall negotiate additional discounts off the allowable per diem rates for industry standard accommodations to the greatest extent possible, for each ordering agency executed task order. For lodging stays that may last longer than 29 calendar days, the Contractor shall, negotiate additional discounts for extended stays to the greatest possible and is encouraged to subcontract, as needed, with contractors under SIN 531110 Long Term Lodging.

1.6.3 OCONUS LODGING ACCOMMODATIONS

The Contractor shall provide lodging/housing accommodations and optional services for Outside the Continental United States (OCONUS) areas during small to catastrophic disasters and events which may require a large-scale housing delivery. OCONUS areas are defined as Alaska, Hawaii, US territories (US Virgin Islands, Puerto Rico, Guam, American Samoa and Northern Mariana Islands). While OCONUS per diem rates are set by the Defense Travel Management Office (DTMO), the Contractor shall negotiate discounts on per diem rates for industry standard accommodations to the greatest extent possible, for each ordering agency executed task order.

1.6.4 INTERNATIONAL/FOREIGN AREA LODGING ACCOMMODATIONS

The Contractor shall provide lodging/housing accommodations and optional services in International/Foreign areas during small to catastrophic disasters which may require a large-scale housing delivery. The International/Foreign area is defined as Canada. While foreign per diem rates are set by the Department of State (DoS), the Contractor shall negotiate discounts on per diem rates for industry standard accommodations to the greatest extent possible, for each ordering agency executed task order.

1.7 TASK REQUIREMENTS

The Contractor shall:

¹ During a catastrophic disaster or emergency event, there may be as many as 100,000 disaster victims in need of housing in a single night.

- 1.7.1** Identify and quantify, by size and number of persons per unit (e.g., hotel room, one-bedroom, two bedroom, three bedroom, etc.), available inventory and location for the Ordering Agency and Approved Recipients.
- 1.7.2** Research, segregate, and identify locations suitable for Ordering Agencies and Approved Recipients as a result of an emergency and/or disaster.
- 1.7.3** Update and report available inventory at intervals sufficient to meet demand. Inventory (See Accommodations defined above) is not limited to traditional hotel/motel/long-term housing/apartments. Accommodations deemed safe and comfortable will be acceptable.
- 1.7.4** Ensure that all properties in the United States self-certify their small business designation, if applicable for the type of property.
- 1.7.5** Identify and secure lodging/housing and manage all lodging and services contracts.
- 1.7.6** Negotiate discounts on per diem rates for industry standard accommodations to the greatest extent possible, for each ordering agency executed task order.
- 1.7.7** Ensure families remain together to the fullest extent practicable.
- 1.7.8** Upon request by the Ordering Agency, the Contractor shall develop an electronic Property Directory with information about the Contractor's negotiated hotels/lodging facilities. The Property Directory may be posted on the Ordering Agencies internal website or posted on the Contractors website per the direction in the Ordering Agency task order. The Property Directory shall be easy to use and not require a user to create a profile or require a login process to access. The Property Directory shall allow for an Ordering Agency to limit which locations and properties are displayed. The Property Directory shall be updated weekly. The required data elements for the electronic Property Directory shall be:
 - a. Property name;
 - b. Property address;
 - c. Property phone number;
 - d. Property fax number;
 - e. Are PETS allowed, Yes or No;
 - f. Is there a KITCHEN in the room, Yes or No; and
 - g. Number of rooms with ADA accommodations.
- 1.7.9** Provide maximum flexibility for emergency lodging/housing to accommodate the Ordering Agency and Approved Recipients' needs and minimize Government liability. This includes, but is not limited to: flexible lengths of stay with no-penalty for early exit to the extent practicable; use of facilities that assess one charge for rooms used by relief staff on two (2) rotational 12-hour or three (3) rotational 8-hour shifts; facilities providing full, daily room-cleaning maintenance services; and all other normally provided services, for the room rate applied.

- 1.7.10** Consult with Ordering Agencies on circumstances that may occur when properties are offering excessive prices due to unfair advantages caused by the emergency situation.
- 1.7.11** Accommodate different administrative terms for payment and liability terms and conditions depending on Ordering Agency needs. For example, housing for relief workers may specify that the Government will centrally pay for housing needs, while housing for displaced recipients may require payment from the recipient or a different responsible source. Another example to accommodate varying needs is the need to include provisions for pets or service animals.
- 1.7.12** Develop a standardized ordering template within 30 calendar days of award so Ordering Agencies can more efficiently and expeditiously place orders when appropriate. The Contractor shall provide the template to the GSA Contracting Officer's Representative (COR) 30 calendar days after BPA award for distribution and posting on the GSA ELS program website (gsa.gov/els) for all Ordering Agencies.
- 1.7.13** Acknowledge or discuss the terms and conditions of any modification(s)/additional order(s) within four (4) hours of being notified of the need for additional accommodations /services against the initial task order.
- 1.7.14** Work with each Ordering Agency to define all the pertinent requirements in the task order to include, but not limited to: the roles and responsibilities for Agency staff members; the type of accommodations desired; location of services; ordering details; appropriate payment details; reporting requirements; and auditing procedures for required lodging and optional services.
- 1.7.15** Ensure, to the maximum extent possible, that all recipients stay in a "fire safe" facility. This requirement applies to CONUS and OCONUS lodging accommodations. Ordering Agencies may still choose to include various "fire safe" parameters in its task order requirements with the contractor for any location that does not fall under the U.S. Hotel and Motel Fire Safety Act of 1990,
- 1.7.16** Provide a quality control function or negotiated rate auditing process to ensure all accommodations and service providers honor negotiated hotel/lodging rates and all terms and conditions as established for the particular emergency/disaster/event.
- 1.7.17** Conduct an audit of negotiated rates on a monthly basis. The Contractor shall provide the results of the audit to the Ordering Agency within 10 business days of audit completion. If overpayments are discovered, the Contractor shall implement a corrective action plan within 30 calendar days and provide a copy of the plan to the Ordering Agency weekly until resolved.
- 1.7.18** Ensure lodging/hotel rates are within allowable reimbursement limits set by the Ordering Agency.
- 1.7.19** Provide reconciliation support of charges as required by the Ordering Agency.
- 1.7.20** Provide educational materials and training to lodging/housing owners, operators and managers so that the appropriate staff members are aware of the Government's ELS program and

understand the protocol when Approved Recipients call and/or check-in to the lodging/housing facility.

1.7.21 Properties must accept Government forms of payment to include, but not limited to: charge cards, cash, and purchase orders. Invoicing and payment terms and conditions must be clearly identified in each task order between the Ordering Agency and the Contractor.

1.7.22 Comply with the Invoice Processing Platform (IPP) as required by the Ordering Agency. IPP is a secure, web-based service that more efficiently manages Government invoicing from Purchase Order (PO) through payment notification, at no charge to federal agencies and their Contractors. See <https://www.ipp.gov/>.

1.7.23 Comply with all security requirements listed in Attachment C – ELS 4.0 Security Requirements.

1.8 OPTIONAL SERVICES

1.8.1 Optional services may be ordered and funded by the Ordering Agency at the time of task order award or via modification after task order award, as needed. The Contractor shall invoice the Government for any optional services in accordance with the Ordering Agency's Invoicing Procedures. Optional services unit prices shall be firm and will not be subject to any adjustments.

1.8.2 The Contractor shall provide the following optional services as required:

- a. Ancillary Support Services
- b. Congressional Hearing Support
- c. General Administrative and Technology Support

1.8.3 ANCILLARY SUPPORT SERVICES

The Contractor shall provide ancillary support services that directly relate to the emergency lodging program and that are typically provided to commercial customers in the wake of an emergency and/or disaster or event. However, the actual cost(s) of the services, plus applicable IFF, shall be provided to the Government at pass through costs subject to audit and shall include, but not be limited to:

- a. Meeting rooms and related service
- b. Food and beverage service
- c. Standard property shuttle/transportation service
- d. Pet service fees

The Contractor may assess a daily per person service fee to arrange for ancillary support services. The actual cost(s) for these services, plus applicable IFF, shall be provided to the Ordering Agency on a "pass through at cost" basis, subject to audit, and the Contractor shall only charge the Ordering Agency for the services provided.

1.8.4 CONGRESSIONAL HEARING SUPPORT

Upon request by GSA or an Ordering Agency, the Contractor shall testify at Congressional or other official Governmental hearings regarding emergency/disaster relief efforts. The Contractor may also be required to, at a minimum, provide the following additional support services:

- a. Prepare an executive level presentation on the services provided;
- b. Prepare an executive level financial report on the costs of emergency lodging and ancillary support services provided; and
- c. Assist the Ordering Agency with the delivery of the prepared materials.

1.8.5 GENERAL ADMINISTRATIVE AND TECHNOLOGY SUPPORT

Upon request by an Ordering Agency, the Contractor shall provide general administrative and technology support to compliment an Ordering Agency's emergency lodging services effort. This support may include, but is not limited to:

- a. Providing administrative support to an Ordering Agency such as drafting documents, answering incoming questions via telephone or email, interfacing with approved recipients, and project management.
- b. Conducting specialized property sourcing which may include gathering and analyzing as much data as possible about specific or unique lodging accommodations to assist the Ordering Agency.
- c. Providing technology support if an Ordering Agency requires a dedicated website for its Property Directory. The Ordering Agency would define any additional support requirements within its task order such as a dedicated web address to host its Property Directory, frequency of Directory updates, or other relevant agency specific requirements.

1.9 GSA REPORTING REQUIREMENTS

The Contractor shall provide the following GSA reports to the Government at no additional cost. The Contractor shall ensure that all Personal Identifiable Information (PII) is deleted from all GSA reports.

1.9.1 ORDERING AGENCY TASK ORDER REPORTING

The Contractor shall deliver to the GSA CO and COR a Task Order report which will list all task orders and modifications executed by the Ordering Agency. The report is due to GSA weekly by 4:00 PM Eastern Time (ET) every Tuesday. In addition to the Task Order report, the Contractor shall submit copies of all awarded task orders and modifications to the GSA CO and COR within two (2) business days after task order award or modification. If the due date falls on a weekend or Federal holiday, it shall be submitted the next business day.

The Task Order report shall include, at a minimum, the following data elements:

- a. GSA Blanket Purchase Agreement Number and Contract Number

- b. Ordering Agency Name (as stated on the modification authorizing use of the ELS 4.0 BPA)
- c. Ordering Agency Task Order Number/Order Number
- d. Ordering Agency Contracting Officer name, telephone number and email address
- e. Ordering Agency Requirements to include:
 1. Service location and physical address (city, state, and zip code)
 2. Type of lodging requested (hotel, apartment, other)
 3. Type of room(s) requested (single, double, triple, quad)
 4. Date range of lodging requested
 5. Number of lodging rooms per night
 6. Total number of room nights required for the period of performance
 7. Room rate per night
 8. Room rate code (if available)
 9. Optional Services requested, if applicable
 - i. Type of Ancillary Support Services and total cost
 - ii. Total cost of Congressional Hearing Support
 - iii. Total cost of General Administrative and Technology Support

1.9.2 INDUSTRIAL FUNDING FEE (IFF) REPORT

The Contractor shall deliver to the GSA CO and COR an Industrial Funding Fee (IFF) report which shall list the IFF remitted to GSA for the given reporting period. Reports are due to GSA within 15 calendar days of the end of each calendar year quarter (i.e. January 15th, April 15th, July 15th, and October 15th). If the due date falls on a weekend or Federal holiday, it shall be submitted the next business day.

1.9.3 SMALL BUSINESS SALES REPORT

The Contractor shall provide to the GSA CO and COR a small business sales report, categorized by Ordering Agency, of lodging room sales to self-certified small businesses. The report should be provided to the Ordering Agency CO upon request. Reports are due to GSA within 15 calendar days after the end of each calendar year quarter (i.e., January 15th, April 15th, July 15th, and October 15th). If the due date falls on a weekend or Federal holiday, it shall be submitted the next business day. The report shall include the following data elements:

- a. The number of accepted self-certified small business properties receiving sales and as a percentage of total accepted properties;
- b. The number of room nights sold by small business properties and as a percentage of total room nights sold;
- c. The dollar value of room nights sold by small business properties and as a percentage of total sales.
- d. The number of accepted self-certified small businesses providing optional services and as a percentage of total small businesses;
- e. The number of optional services sold by small businesses and as a percentage of total optional services sold;
- f. The dollar value of optional services sold by small businesses and as a percentage of total optional services sales.

1.9.4 STANDARD GSA GOVERNMENT-WIDE REPORT

The Contractor shall provide a consolidated report of monthly program usage for all Federal Government lodging expenditures, service fees charged, and IFF collected and remitted to GSA for the given reporting period. The report is due to the GSA CO and COR within 15 calendar days after the end of each calendar year quarter (i.e. January 15th, April 15th, July 15th, and October 15th). If the due date falls on a weekend or Federal holiday, it shall be submitted the next business day. The CONUS, OCONUS and International/Foreign Area lodging, if a part of the awarded task order, must be reported separately. The reporting data elements must include, but is not be limited to:

- a. Ordering Agency name;
- b. Total number of transactions and room nights;
- c. Room revenue;
- d. Average room rate;
- e. Government lodging per diem rate
- f. Difference between average room rate and Government lodging per diem rate
- g. Length of stay;
- h. Room tax;
- i. Contractor service fees charged (service fees are inclusive of IFF);
- j. Long term lodging nights;
- k. Long term lodging daily rate;
- l. Long term lodging revenue;
- m. IFF on room revenue and long term lodging revenue;
- n. Optional services; and
- o. IFF on optional services revenue.

1.9.5 FISCAL YEAR-END REPORT

The Contractor shall provide year-end fiscal year report (October - September) detailing the fiscal year-end summary for each Ordering Agency. The reporting data elements must include, but is not limited to:

- a. Agency name;
- b. Task order number;
- c. Total number of room nights;
- d. Total number of room sales;
- e. Average room rate;
- f. Government lodging per diem rate
- g. Difference between average room rate and Government lodging per diem rate
- h. Total room sales IFF paid;
- i. Total service fees paid;
- j. Average service fees paid;
- k. Total service fee IFF paid;
- l. Optional services;
- m. Total service fees paid for optional services; and
- n. Total IFF paid for optional services.

The report must be delivered to the GSA CO and COR within 30 calendar days after each fiscal year end, which is September 30. If the due date falls on a weekend or Federal holiday, it shall be submitted the next business day.

1.10 ORDERING AGENCY REPORTING REQUIREMENTS

1.10.1 MONTHLY PROGRAM USAGE REPORT

The Contractor shall provide monthly program usage in detail for each Ordering Agency's lodging expenditures and service fee(s) charged. CONUS, OCONUS and International/Foreign lodging must be reported separately. Reports are due to the GSA CO and COR and the Ordering Agency CO and COR within 15 calendar days after each month. If the due date falls on a weekend or Federal holiday, it shall be submitted the next business day.

For all lodging, reported data elements must include, but is not be limited to:

- a. Ordering Agency name;
- b. Point of contact and contact information (e.g. name, address, phone and email);
- c. Total number of transactions and room nights;
- d. Room revenue;
- e. Average room rate;
- f. Government lodging per diem rate
- g. Difference between average room rate and Government lodging per diem rate
- h. Length of stay;
- i. Room tax;
- j. Contractor service fees charged (service fees are inclusive of IFF);
- k. IFF on room revenue;
- l. Optional services; and
- m. IFF on optional services revenue.

1.10.2 SOCIO-ECONOMIC REPORT

The Contractor shall provide, upon request by the Ordering Agency, a report detailing the socio-economic (e.g. small, disadvantaged, [service disabled] veteran-owned, HUBZone, and women-owned) business status of each hotel/facility utilized during the fiscal year, separated by Ordering Agency. Reports are due to the GSA CO and COR and Ordering Agency CO and COR within 15 calendar days after each month. If the due date falls on a weekend or Federal holiday, it shall be submitted the next business day. The reporting data elements must include, but is not limited to:

- a. Agency name
- b. Total number of transactions per hotel/facility
- c. Total revenue and percentage per socio-economic category
- d. Total optional services transactions per hotel/facility
- e. Total optional service revenue and percentage per socio-economic category

1.11 PERIOD OF PERFORMANCE

The performance period of this BPA is for a one-year base period and four (4), one-year option periods, which if exercised, will extend the term of the BPA for a possible total length of five (5) years. The period of performance reads as follows:

Base Period: March 16, 2021 - March 15, 2022
Option 1: March 16, 2022 - March 15, 2023
Option 2: March 16, 2023 - March 15, 2024
Option 3: March 16, 2024 - March 15, 2025
Option 4: March 16, 2025 - March 15, 2026

1.12 TYPE OF CONTRACT

The Government contemplates award of a firm-fixed price, single award BPA resulting from this RFQ.

1.13 PLACE OF PERFORMANCE

The work shall be performed at the Contractor's site. Meetings and project planning activities will be performed either at the Government's site or virtually.

1.14 RECOGNIZED FEDERAL HOLIDAYS

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.15 TRAVEL

Arrangements for and costs of all travel, transportation, meals, lodging, and incidentals are the responsibility of the contractor. Travel costs, including lodging and meals, shall be incurred and billed in accordance with FAR Part 31.205-46, Travel Costs. Local travel within the Washington, DC commuting Metropolitan Area (typically 50 miles) will not be paid/reimbursed. Travel costs outside of the DC Metropolitan Area will be reviewed, certified, and approved by the COR. All travel and transportation shall utilize commercial sources and carriers. The government will not pay for business class or first-class travel.

If an Ordering Agency requests the Contractor to travel for a Congressional or official Government hearing and the Ordering Agency pays the Contractor's travel, the Contractor must submit travel requests to the Ordering Agency COR for approval at least one (1) week in advance of travel. The Contractor must submit all travel expenses for reimbursement on an incidental basis within five (5) business days after travel. The Contractor must submit travel expenses in a separate invoice from the invoice(s) used for payment of lodging accommodation and optional services.

1.16 KEY PERSONNEL

Key personnel will be evaluated as part of the award. Accordingly, the Contractor agrees to assign to this BPA the following individuals:

- a. **Program Manager** – A full time, senior level personnel individual for the overall program management, supplier and client relationships. This individual should have, at a minimum, five (5) years of lodging program management experience. Expertise in emergency lodging management is a plus, but is not required.
- b. **Information Security Systems Officer (ISSO)** – The individual appointed to ensure implementation of system-level security controls, maintenance of system documentation and to ensure systems are operated, used, maintained and disposed of in a proper manner. The ISSO enforces security policies and safeguards, along with reporting security incidents in accordance with agency specific policy.

The CO shall approve individuals designated as key personnel throughout the course of the BPA. All key personnel are subject to the following:

- Requests for replacement shall include a detailed resume containing a description of position duties and qualifications, information about the qualifications of the individual(s) proposed, and any additional information requested by the CO in sufficient detail to permit the CO and COR to evaluate the impact on the work the Contractor is obligated to perform hereunder.
- Contractor quotes to move any key personnel off the BPA shall be submitted in writing at least thirty (30) days in advance of proposed move(s), and are subject to the approval of the CO, including approval of proposed replacements.

The Government reserves the right to review the qualifications of key personnel selected to work on this BPA before assignment, including the individuals proposed (in the Contractor's quote) and any replacements for these individuals, and to reject individuals whom it determines are not suitable for the program. The Government also reserves this right in certain circumstances when specific key personnel are required for specific tasks.

1.16.1 SUBSTITUTION OF KEY PERSONNEL

Individuals proposed and accepted as key personnel for this BPA are expected to remain dedicated to the BPA. Substitutions will be allowed only when the Government specifically agrees to the substitution in writing. All proposed substitutes of key personnel must have qualifications and salaries at least equal to that of the person initially proposed by the offeror (the burden of illustrating this comparison shall be the Contractor's) and evaluated and accepted by the Government. The resume of the initially proposed key personnel shall become the minimum requirement for qualifications and salary for the duration of the total BPA term.

The Contractor shall notify the CO within 30 calendar days after the occurrence of any of these events and shall submit the key personnel function/position, name, telephone number, and email address to the Contracting Officer at least 30 days prior to making any permanent substitutions.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information

requested by the CO to make a determination as to the appropriateness of the proposed substitution. The burden of illustrating this comparison shall be the Contractor's. The Contracting Officer, working with the COR, will evaluate requests for substitutions of key personnel and promptly notify the Contractor of approval or disapproval of the request.

Proposed substitutes must possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the RFQ. After receipt of a requested change and all required information, the Contracting Officer shall approve or disapprove any proposed substitution, in writing, within ten (10) working days.

1.16.2 CONDUCT OF CONTRACTOR PERSONNEL

All Contractor personnel providing services under this BPA must conduct themselves so that their dealings and actions in performance of the BPA are above reproach in every respect. Accordingly, Contractor personnel must not allow themselves to be put in a situation where a conflict of interest may arise or justifiably might be suspected by reason of accepting entertainment, gifts, or favors of any kind or by any other action that would result in financial profit to themselves or which could influence or be interpreted as influencing the strict impartiality that must prevail in all business relationships where the public interest is involved. Further, Contractor personnel shall be cautious of acceptance of outside employment or other outside activity if that employment would give rise to a real or apparent conflict of interest situation.

The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR). If, in the opinion of the Contractor, any direction of the COR, or his/her designee, exceeds the limitations set forth in the COR's delegation of authority letter issued by the Contracting Officer, the Contractor shall immediately notify the Contracting Officer no later than the next Government work day.

1.17 DELIVERABLES

The draft and final deliverables and all associated data and other material deemed relevant by GSA generated by the Contractor in the performance of this BPA are the property of the U.S. Government and cannot be used, reproduced, or retained by the Contractor. All data formats, and documentation will be given to GSA by the Contractor during and at the end of this BPA. The Contractor shall not release any information without the written consent of the Contracting Officer. Any request for information related to the BPA presented to the Contractor must be submitted in writing to the Contracting Officer for approval.

1.17.1 DELIVERABLE / DELIVERY SCHEDULE

The Contractor shall provide the following deliverables:

Deliverable	SOW Section	Frequency	Format	Due Date	Deliver To
Ordering Agency Task Order Template	1.7.12	Once	Microsoft Word or Excel	30 calendar days after the BPA award	GSA CO, COR via email

Ordering Agency Audit Report	1.7.17	Monthly	Microsoft Word or Excel	10 business days after audit completion	Ordering Agency CO, COR via email
Overpayment Corrective Action Plan	1.7.17	As needed	Microsoft Word or Excel	30 calendar days after an overpayment is discovered	Ordering Agency CO, COR via email
Plan of Action & Milestones (POA&M)	1.7.23, Attachment C	Quarterly	Microsoft Word or Excel	60 calendar days after award, then due on the 15 th of the month following the end of each quarter (January, April, July, October)	GSA CO, COR via email
Vulnerability Scanning	1.7.23, Attachment C	Quarterly	Microsoft Word or Excel	60 calendar days after award, then due on the 15 th of the month following the end of each quarter (January, April, July, October)	GSA CO, COR via email
System Security Plan	1.7.23, Attachment C	Annually	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 12 month period	GSA CO, COR via email

Contingency Plan	1.7.23, Attachment C	Annually	Microsoft Word or Excel via email	30 calendar days after award, then due on the 15 th of the month following the end of each 12 month period	GSA CO, COR via email
User Assessment / Authorization Review Documents	1.7.23, Attachment C	Annually	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 12 month period	GSA CO, COR via email
Separation of Duties Matrix	1.7.23, Attachment C	Annually	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 12 month period	GSA CO, COR via email
Information Security Awareness and Training Records	1.7.23, Attachment C	Annually	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 12 month period	GSA CO, COR via email
Annual FISMA Assessment	1.7.23, Attachment C	Annually	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 12 month period	GSA CO, COR via email
System(s) Baseline	1.7.23, Attachment C	Annually	Microsoft Word or Excel	30 calendar days after	GSA CO, COR via email

Configuration Standard Document				award, then due on the 15 th of the month following the end of each 12 month period	
System Configuration Settings	1.7.23, Attachment C	Annually	Microsoft Word or Excel via email	30 calendar days after award, then due on the 15 th of the month following the end of each 12 month period	GSA CO, COR via email
Configuration Management Plan	1.7.23, Attachment C	Annually	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 12 month period	GSA CO, COR via email
Contingency Plan Test Report	1.7.23, Attachment C	Annually	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 12 month period	GSA CO, COR via email
Incident Response Test Report	1.7.23, Attachment C	Annually	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 12 month period	GSA CO, COR via email
Results of Physical Security User Assessment /	1.7.23, Attachment C	Annually	Microsoft Word or Excel	30 calendar days after award, then due on the	GSA CO, COR via email

Authorization Review				15 th of the month following the end of each 12 month period	
Results of Review of Physical Access Records	1.7.23, Attachment C	Annually	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 12 month period	GSA CO, COR via email
Information System Interconnection Agreements	1.7.23, Attachment C	Annually	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 12 month period	GSA CO, COR via email
Rules of Behavior	1.7.23, Attachment C	Annually	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 12 month period	GSA CO, COR via email
Third-Party Personnel Security	1.7.23, Attachment C	Annually	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 12 month period	GSA CO, COR via email
Access Control Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month	GSA CO, COR via email

				following the end of each 24 month period	
Security Awareness and Training Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email
Audit and Accountability Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email
Security Assessment and Authorization Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email
Configuration Management Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email
Contingency Planning Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the	GSA CO, COR via email

				end of each 24 month period	
Identification and Authentication Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email
Incident Response Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email
System Maintenance Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email
Media Protection Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email
Physical and Environment Protection Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email

Security Planning Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email
Personnel Security Policy and Procedures	1.7.23 Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email
Risk Assessment Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email
System and Services Acquisition Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email
System and Communications Protection Policy and Procedures	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email
System and Information	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after	GSA CO, COR via email

Integrity Policy and Procedures				award, then due on the 15 th of the month following the end of each 24 month period	
Cryptographic Key Establishment and Management	1.7.23, Attachment C	Biennially	Microsoft Word or Excel	30 calendar days after award, then due on the 15 th of the month following the end of each 24 month period	GSA CO, COR via email
Ordering Agency Task Order Report	1.9.1	Monthly	Microsoft Word or Excel	Weekly by 4:00 PM ET every Tuesday	GSA CO, COR via email
Ordering Agency Task Orders and Modifications	1.9.1	Varies	Microsoft Word or Adobe pdf	Within 2 business days of award	GSA CO, COR via email
Industrial Funding Fee (IFF) Report	1.9.2	Quarterly	Microsoft Word or Adobe pdf	15 calendar days after the end of each fiscal year quarter	GSA CO, COR via email
Small Business Sales report	1.9.3	Quarterly	Microsoft Word or Excel	15 calendar days after the end of each fiscal year quarter	GSA CO, COR via email
Standard GSA Government wide report	1.9.4	Quarterly	Microsoft Word or Excel	15 calendar days after the end of each fiscal year quarter	GSA CO, COR via email
Fiscal Year End report	1.9.5	Annually	Microsoft Word or Excel	30 calendar days after the end of the fiscal year	GSA CO, COR via email
Ordering Agency Monthly Program Usage report	1.10.1	Monthly	Microsoft Word or Excel via email	15 calendar days after the end of each month	GSA CO, COR and Ordering Agency CO, COR via email

Ordering Agency Socio-economic report	1.10.2	Monthly	Microsoft Word or Excel	15 calendar days after the end of each month	GSA CO, COR and Ordering Agency CO, COR via email
Kick-Off Meeting	1.20.1	Once	N/A	10 calendar days after award	N/A

1.17.2 METHOD OF DELIVERY

The Contractor shall deliver all reports, plans, products, etc. listed in Section 1.17.1 above to the designated Point of Contact (POC) according to the delivery schedule. All deliverables shall meet the requirements as described in this RFQ in clear, concise, well-written language. All deliverables shall be provided in electronic format to the designated POC using Microsoft Word, Excel, and/or Adobe pdf unless otherwise agreed upon with the COR. Hardcopies of deliverables shall be provided upon request.

1.18 INSPECTION AND ACCEPTANCE

The COR for any resulting BPA is a Government official who has been delegated specific technical, functional and oversight responsibilities.

The CO or designated COR will perform inspection and acceptance of services to be provided under this BPA. The CO or COR will notify the contractor of deliverable acceptance or provide comments in writing within ten (10) Government workdays of receipt of a deliverable or within such other reasonable time frame as agreed upon by the Contractor and Government. Within ten (10) Government workdays of receipt of the written comments, the Contractor shall re-submit the final deliverable to the COR and CO, if necessary. The Contractor shall be allowed five (5) Government workdays for one (1) re-submission of deliverables. The Contractor may reference incorporated FAR Clause 52.212-4(a) for additional inspection/ acceptance terms and conditions.

1.19 INVOICING PROCEDURES

Invoices are authorized for payment upon the Ordering Agency’ receipt and acceptance of deliverables specified in its executed task order and the receipt of a valid invoice. Unless otherwise agreed to, all invoices shall contain the information specified in FAR 52.212-4(g)(1) and the period of performance relative to the services rendered in the invoice.

Payment of all lodging/housing and optional services ordered under this BPA is the sole responsibility of the specified Ordering Agency. GSA will not be liable for any amount that may be due to the Contractor, its subcontractors, or any other entity providing services under this effort for services that may be ordered by authorized users other than GSA.

1.20 MEETINGS

1.20.1 POST-AWARD KICKOFF MEETING

Within ten business days of BPA award, the Government may conduct a post-award kickoff meeting at a location, date, and time mutually agreed upon by all parties.

1.21 METHOD OF PAYMENT

The BPA does not obligate funds. Funds will be obligated upon execution of a task order by the Ordering Agency. Payment of services will be the responsibility of the Ordering Agency.

1.23 ORDERING PROCEDURES

After the Blanket Purchase Agreement (BPA) is awarded, Ordering Agencies eligible to utilize the BPA may request to become an authorized user. An Ordering Agency representative must submit a request to onthego@gsa.gov with the following information:

1. Agency name;
2. Agency address;
3. Name of authorized user(s);
4. Title(s) or role(s) for each authorized user;
5. Phone number(s);
6. Email address

Note: An Ordering Agency's request must identify at least one (1) Contracting Officer (CO) as an authorized user and cannot include contractors as users.

Upon receipt of the Ordering Agency's request, the CO will prepare and execute a modification to add the authorized user(s) to the BPA. Once the Ordering Agency is authorized to use the BPA, the Ordering Agency's designated CO can issue a task order against the BPA. The task order must include, at a minimum: agency requirements, payment, and reporting/auditing requirements. Payment of all services under the task order will be the sole responsibility of the specified Ordering Agency.

(END OF SECTION 1)

Attachment 2 Contract Clauses (RFQ Section 3)

SECTION 3 – CONTRACT CLAUSES

3.0 PREVAILING TERMS AND CONDITIONS

All applicable clauses incorporated into the Offeror's current GSA MAS, Category L - Travel, SIN 561599L contract shall flow down and are hereby incorporated into the awarded BPA. In the event of a conflict between the provisions of the BPA and the GSA MAS contract, the provisions of the GSA MAS contract will take precedence.

3.1 PROVISIONS INCORPORATED BY FULL TEXT

3.1.1 52.217-5 EVALUATION OF OPTIONS (JULY 1990)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

3.2 CLAUSES INCORPORATED BY FULL TEXT

3.2.1 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 five (5) days.

3.2.2 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 five (5) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) 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 sixty (60) months or five (5) years.

(END OF SECTION 3)

Attachment 3

Other Terms and Conditions (RFQ Section 4)

4.0 ORGANIZATIONAL CONFLICT OF INTEREST

The offeror’s attention is directed to FAR Subpart 9.5, Organizational Conflicts of Interest. Any potential conflict of interest issues will be considered prior to award of the work to be performed.

4.1 NON-DISCLOSURE / NON-USE AGREEMENT

The Contractor shall ensure that a Non-Disclosure Agreement is signed, if required, by all staff assigned to or performing on this BPA before performing any work, including all subcontractors and consultants. The Contractor shall also ensure that all staff understand and adhere to the terms of the Non-Disclosure Agreement, protecting the procurement sensitive information of the government and the proprietary information of other contractors.

4.2 CONTRACTOR EMPLOYEES

The Contractor shall ensure that Contractor personnel identify themselves as contractors when attending meetings, answering government telephones, providing any type of written correspondence, or working in situations where their actions could be construed as official government acts.

4.4 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The COR is designated by the Contracting Officer to perform technical liaison between the contractor’s management and the Contracting Officer in routine technical matters constituting general program direction within the scope of the BPA. Under NO circumstances is the COR authorized to effect any changes in the work required under this BPA whatsoever, or enter into any agreement that has the effect of changing the terms and conditions of this BPA, or that causes the Contractor to incur any costs.

In addition, the COR will NOT supervise, direct, or control Contractor employees. Notwithstanding this provision, to the extent that Contractor accepts any direction that constitutes a change to this BPA without prior written authorization of the Contracting Officer, costs incurred in connection therewith are incurred at the sole risk of the contractor, and if involved under this BPA will be disallowed.

On all matters that pertain to the contract terms, the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the contractor, the COR requests efforts beyond the terms of the contract, the Contractor shall so advise the Contracting Officer. If the COR persists and there still exists a disagreement as to the proper contractual coverage, the Contracting Officer will be notified immediately, preferably in writing.

4.5 UNAUTHORIZED COMMITMENT

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on this BPA be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope

of the work to be performed, it is the Contractor's responsibility to make inquiry with the Contracting Officer before making the change. **Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.**

4.6 CANCELLATION PROVISION

In the event an Ordering Agency cancels the room requirement and/or is a no-show for such rooms/properties, then the Ordering Agency shall pay upon request to the Contractor the lesser of all hotel/property charges and the Contractor's fees for one night for all such rooms/properties or the total costs incurred to the Contractor plus the Contractor's fees for one night for all such rooms/ properties. If the hotel/property waives cancellation charges to the Contractor, the Contractor may only invoice the Ordering Agency a maximum of the Contractor's fees, at the Contractor's discretion, for one night for all such hotel rooms/properties.

4.7 GOVERNMENT FURNISHED EQUIPMENT (GFE) / INFORMATION (GFI) / FACILITIES

4.7.1 GOVERNMENT FURNISHED EQUIPMENT / INFORMATION / PROPERTY

The Contractor shall maintain a detailed inventory accounting system for Government furnished equipment/material or Contractor-acquired-Government owned property (CAP). The inventory accounting system must specify, as a minimum: product description (make, model), government tag number, date of receipt, name of recipient, location of receipt, current location, purchase cost (if CAP), and contract/order number under which the equipment is being used. The Contractor shall either: a) attach an updated inventory report to each monthly progress report, or b) certify that the inventory has been updated and is available for Government review. In either case the contractor's inventory listing must be available for Government review within one (1) business day of COR request.

4.7.2 GOVERNMENT FACILITIES

Unless directly related to this BPA, the Contractor and any employees or consultant of the Contractor are prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services not specified in the BPA.

(END OF SECTION 4)

Attachment 4

ELS 4.0 Security Requirements (RFQ Attachment C)

Introduction

The security model for Emergency Lodging Services (ELS) 4.0 is founded on Office of Management and Budget, National Institute of Standards and Technology (NIST), Federal Information Processing Standard (FIPS), the Privacy Act of 1974, and GSA security policy and governance, which is used as the baseline for a number of Government-wide initiatives. FIPS 200, *Minimum Security Requirements for Federal Information and Information Systems*, is a mandatory Federal standard developed by NIST in response to the Federal Information Security Modernization Act (FISMA) of 2014 (Public Law 113-283). To comply with the Federal standard, the ELS 4.0, the Program Management Office (PMO) has determined the security category of the ELS 4.0 information system (to include ELS 4.0.) to be a Moderate impact system in accordance with FIPS 199, *Standards for Security Categorization of Federal Information and Information Systems*, and derived the information system impact level from the security category in accordance with FIPS 200. The Contractor will then apply, at a minimum, the appropriately tailored set of baseline security controls in NIST Special Publication 800-53 Rev. 4, *Security and Privacy Controls for Federal Information Systems and Organizations*. FIPS 200 and NIST Special Publication 800-53 Rev. 4, in combination, help ensure that appropriate security requirements and security controls are applied to all Federal information systems.

1. Required Policies and Regulations for GSA Contracts

Contractors entering into an agreement for services to the General Services Administration (GSA) and/or its Federal customers shall be contractually subject to all GSA and Federal IT Security standards, policies, and reporting requirements. The contractor shall meet and comply with all GSA IT Security Policies and all applicable GSA and NIST standards and guidelines, other Government-wide laws and regulations for protection and security of Information Technology.

All GSA contractors must comply with the GSA policies below (these documents are all referenced within the GSA IT Security Policy).

- GSA Information Technology (IT) Security Policy, CIO P 2100.1I
- GSA Order CIO P 2181.1 “GSA HSPD-12 Personal Identity Verification and Credentialing”
- GSA Order CIO 2104.1A, CHGE1 “GSA Information Technology (IT) General Rules of Behavior”
- GSA Order CIO 1878.1, “GSA Privacy Act Program”
- GSA IT Security Procedural Guide 04-26, “FISMA Implementation”
- GSA IT Security Procedural Guide 06-29, “Contingency Planning”
- GSA IT Security Procedural Guide 06-30, “Managing Enterprise Risk”
- GSA IT Security Procedural Guide 08-39, “FY 2009 IT Security Program Management Implementation Plan”
- GSA IT Security Procedural Guide 09-44, “Plan of Action and Milestones (POA&M)”

Contractors are also required to comply with the latest Federal Information Processing Standards (FIPS), the “Special Publications 800 series” guidelines published by NIST, and the requirements of FISMA.

- Federal Information Security Management Act (FISMA) of 2002.
- Clinger-Cohen Act of 1996 also known as the “Information Technology Management Reform Act (ITMRA) of 1996.”
- Privacy Act of 1974 (5 U.S.C. § 552a).
- Homeland Security Presidential Directive (HSPD-12), “Policy for a Common Identification Standard for Federal Employees and Contractors.”
- Office of Management and Budget (OMB) Circular A-130, “Management of Federal Information Resources”, and Appendix III, “Security of Federal Automated Information Systems”, as amended.
- FIPS PUB 199, “Standards for Security Categorization of Federal Information and Information Systems.”
- FIPS PUB 200, “Minimum Security Requirements for Federal Information and Information Systems.”
- FIPS PUB 140-2, “Security Requirements for Cryptographic Modules.”

- NIST Special Publication 800-18 Revision 1, “Guide for Developing Security Plans for Federal Information Systems.”
- NIST Special Publication 800-30, Revision 1 “Guide for Conducting Risk Assessments.”
- NIST Special Publication 800-34, Revision 1 “Contingency Planning Guide for Federal Information Systems.”
- NIST SP 800-37, Revision 1, “Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach Planning Guide for Federal Information Systems.”
- NIST Special Publication 800-47, “Security Guide for Interconnecting Information Technology Systems.”
- NIST Special Publication 800-53 Revision 4, “Security and Privacy Controls for Federal Information Systems and Organizations.”
- NIST Special Publication 800-53A, Revision 4, “Assessing Security and Privacy Controls in Federal Information Systems and Organizations: Building Effective Assessment Plans.”
- NIST Special Publication 800-63-3, “Digital Identity Guidelines.”

2. GSA Security Compliance Requirements

FIPS 200, “Minimum Security Requirements for Federal Information and Information Systems”, is a mandatory federal standard that defines the minimum security requirements for federal information and information systems in seventeen security-related areas. Contractor systems supporting GSA must meet the minimum security requirements through the use of the security controls in accordance with NIST Special Publication 800-53, Revision 4 (hereafter described as NIST 800-53).

To comply with the federal standard, the ELS 4.0 PMO has determined the security category of the ELS 4.0 information and information system to be a Moderate impact system in accordance with FIPS 199, “Standards for Security Categorization of Federal Information and Information Systems,” and the contractor shall apply the appropriately tailored set of Moderate, impact baseline security controls in NIST 800-53, as determined by GSA.

The Contractor shall use GSA technical guidelines, NIST guidelines, Center for Internet Security (CIS) guidelines (Level 1), or industry best practice guidelines in hardening their systems, as deemed appropriate by the Authorizing Official.

3. Assessment and Accreditation (A&A) Activities

The implementation of a new Federal Government IT system requires a formal approval process known as Assessment and Accreditation (A&A). NIST Special Publication 800-37, Revision 1 (hereafter described as NIST 800-37) and GSA IT Security Procedural Guide 06-30, “Managing Enterprise Risk”, give guidelines for performing the A&A process. The Contractor system/application must have a valid A&A (signed off by the Federal government) before going into operation and processing GSA information. The failure to obtain and maintain a valid A&A will be grounds for termination of the contract. The system must have a new A&A conducted (and signed off on by the Federal government) at least every three (3) years or at the discretion of the Authorizing Official when there is a significant change to the system’s security posture. All NIST 800-53 controls must be tested/assessed no less than every 3 years (independently tested/assessed for Moderate impact level and higher. The accreditation boundary will include ELS 4.0., the Contractor’s property/hotel source database, and any and all connections.

Certification of System

1. The Contractor shall comply with Assessment and Accreditation (A&A) requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the A&A is based on the System’s NIST Federal Information Processing Standard (FIPS) Publication 199 categorization. The contractor shall create, maintain and update the following A&A documentation and shall deliver to the GSA Contracting Officer (CO) and Contracting Officer’s Representative (COR). They are:

- System Security Plan (SSP) completed in agreement with NIST Special Publication 800-18, Revision 1. The SSP shall include as appendices required policies and procedures across 18 control families mandated per FIPS 200, Rules of Behavior, and Interconnection Agreements (in agreement with NIST Special Publication 800-47). The SSP shall include as an appendix, a completed GSA 800-53 Control Tailoring workbook included in Appendix A of this guide. Column E of the workbook titled “GSA Defined Values” shall document all contractor implemented settings that are different from the GSA defined setting and where the GSA defined setting allows a contractor determined setting). The SSP shall be delivered 30 days after the task order is awarded.
- Contingency Plan (including Disaster Recovery Plan) completed in agreement with NIST Special Publication 800-34, GSA IT Security Procedural Guide 06-29, “Contingency Planning.” The Contingency Plan shall be delivered 30 days after the task order is awarded.
- Plan of Actions & Milestones completed in agreement with GSA IT Security Procedural Guide 09-44, “Plan of Action and Milestones (POA&M).” The POA&M shall be delivered 60 days after the task order is awarded.
- Independent Penetration Test Report documenting the results of vulnerability analysis and exploitability of identified vulnerabilities. The Independent Penetration Test Report shall be delivered 60 days after the task order is awarded.

In addition to the above documentation, the contractor shall employ code analysis tools, as applicable, to examine the software for common flaws and document results in a Code Review Report. The Code Review Report should be submitted as part of the A&A package. Reference NIST 800-53 control SA-11 for additional details.

2. Information systems must be assessed and accredited at least every three (3) years or whenever there is a significant change to the system’s security posture in accordance with NIST Special Publication 800-37 Revision 1, “Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach Planning Guide for Federal Information Systems,” and CIO IT Security 06-30, “Managing Enterprise Risk.”
3. At the Moderate impact level and higher, the contractor (as determined in the contract) will be responsible for providing an independent Security Assessment/Risk Assessment in accordance with GSA IT Security Procedural Guide 06-30, “Managing Enterprise Risk.”
4. If the Government is responsible for providing a Security Assessment/Risk Assessment and Penetration Test, the Contractor shall allow GSA employees (or GSA designated third party contractors) to conduct A&A activities to include control reviews in accordance with NIST 800-53/NIST 800-53A and GSA IT Security Procedural Guide 06-30, “Managing Enterprise Risk.” Review activities include, but are not limited to, operating system vulnerability scanning, web application scanning, and database scanning of applicable systems that support the processing, transportation, storage, or security of GSA information. This includes the general support system infrastructure.
5. Identified gaps between required 800-53 controls and the contractor’s implementation as documented in the Security Assessment/Risk Assessment report shall be tracked for mitigation in a Plan of Action and Milestones (POA&M) document completed in accordance with GSA IT Security Procedural Guide 09-44, “Plan of Action and Milestones (POA&M).” Depending on the severity of the gaps, the Government may require them to be remediated before an Authorization to Operate is issued.
6. The Contractor is responsible for mitigating all security risks found during A&A and continuous monitoring activities. All High-risk vulnerabilities must be mitigated within 30 days and all Moderate risk vulnerabilities must be mitigated within 90 days from the date vulnerabilities are formally identified. The Government reserves the right to determine the risk rating of vulnerabilities.

Accreditation of System (as applicable)

1. Upon receipt of the documentation (Assessment Package) described in GSA IT Security Procedural Guide 06-30, "Managing Enterprise Risk" and NIST Special Publication 800-37 as documented above, the GSA Authorizing Official (AO) for the system (in coordination with the GSA Office of the Chief Information Security Officer (OCISO), system Program Manager, Information System Security Manager (ISSM), and Information System Security Officer (ISSO)) will render an accreditation decision to:
 - Authorize system operation w/out any restrictions or limitations on its operation;
 - Authorize system operation w/ restriction or limitation on its operation, or;
 - Not authorize for operation.
2. The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements for an Information Technology security program. At its option, the Government may choose to conduct on site surveys. The Contractor shall make appropriate personnel available for interviews and documentation during this review. If documentation is considered proprietary or sensitive, these documents may be reviewed on-site under the hosting Contractor's supervision.

4. Reporting and Continuous Monitoring

Maintenance of the security authorization to operate will be through continuous monitoring of security controls of the contractors system and its environment of operation to determine if the security controls in the information system continue to be effective over time in light of changes that occur in the system and environment. Through continuous monitoring, security controls and supporting deliverables are updated and submitted to GSA per the schedules below. The submitted deliverables (or lack thereof) provide a current understanding of the security state and risk posture of the information systems. They allow GSA authorizing officials to make credible risk-based decisions regarding the continued operations of the information systems and initiate appropriate responses as needed when changes occur.

Deliverables to be provided to the GSA COR/ISSO/ISSM Quarterly

1. Plan of Action & Milestones (POA&M) Update

Reference: NIST 800-53 control CA-5

The Contractor shall provide POA&M updates in accordance with requirements and the schedule set forth in GSA CIO IT Security Procedural Guide 09-44, "Plan of Action and Milestones." An initial copy of the POA&M shall be submitted to the GSA CO and COR via email sixty (60) calendar days after award and then due on the 15th of the month following the end of each quarter (January, April, July, October).

2. Vulnerability Scanning

Reference: NIST 800-53 control RA-5

The Contractor shall provide vulnerability scan reports from Web Application, Database, and Operating System Scans. Scan results shall be managed and mitigated in Plans of Action and Milestones (POA&Ms) and submitted together with the quarterly POA&M submission. An initial copy of the vulnerability scan reports shall be submitted to the GSA CO and COR via email sixty (60) calendar days after award and then due on the 15th of the month following the end of each quarter (January, April, July, October).

Deliverables to be provided to the GSA COR/ISSO/ISSM Annually

Updated A&A documentation including:

1. System Security Plan

Reference: NIST 800-53 control PL-2

The Contractor shall submit the System Security Plan (SSP) thirty (30) calendar days after award to the GSA CO and COR via email and then review and update the plan on the 15th of the month following the end of each 12 month period to ensure it is current and accurately describes implemented system controls and reflects changes to the contractor system and its environment of operation. The System Security Plan must be in accordance with NIST 800-18, Revision 1, Guide for Developing Security Plans for Federal Information Systems.

2. Contingency Plan

Reference: NIST 800-53 control CP-2

Contractor shall provide submit the Contingency plan thirty (30) calendar days after award to the GSA CO and COR via email and then submit an annual update to the plan the 15th of the month following the end of each 12 month period in accordance with NIST 800-34, Contingency Planning Guide.

3. User Assessment/Authorization Review Documents

Reference: NIST 800-53 control AC-2

The Contractor shall provide the results of the annual review and validation of system users' accounts thirty (30) calendar days after award to the GSA CO and COR via email and then the 15th of the month following the end of each 12 month period to ensure the continued need for system access. The user A&A documents will illustrate the organization establishes, activates, modifies, reviews, disables, and removes information system accounts in accordance with documented account management procedures.

4. Separation of Duties Matrix

Reference: NIST 800-53 control AC-5

The Contractor shall develop and furnish a separation of duties matrix reflecting proper segregation of duties for IT system maintenance, management, and development processes. The separation of duties matrix shall be submitted to the GSA CO and COR via email thirty (30) calendar days after award and then updated or reviewed on the 15th of the month following the end of each 12 month period.

5. Information Security Awareness and Training Records

Reference: NIST 800-53 control AT-4

The Contractor shall provide the results of security awareness (AT-2) and role-based information security training (AT-3) to the GSA CO and COR thirty (30) calendar days after award, and then on the 15th of the month following the end of each 12 month period. AT-2 requires basic security awareness training for employees and contractors that support the operation of the contractor system. AT-3 requires information security training to information system security roles. Training shall be consistent with the requirements contained in C.F.R. Part 5 Subpart C (5 C.F.R 930.301) and conducted at least annually.

6. Annual FISMA Assessment

Reference: NIST 800-53 control CA-2

The Contractor shall deliver the results of the annual FISMA assessment conducted per GSA CIO IT Security Procedural Guide 04-26, "FISMA Implementation" to the GSA CO and COR thirty (30) calendar days after award, and then on the 15th of the month following the end of each 12 month period. The assessment is completed using the GSA assessment tool.

7. System(s) Baseline Configuration Standard Document

Reference: NIST 800-53 control CM-2

The Contractor shall provide a well-defined, documented, and up-to-date specification to which the information system is built to the GSA CO and COR thirty (30) calendar days after award, and then on the 15th of the month following the end of each 12 month period.

8. System Configuration Settings

Reference: NIST 800-53 control CM-6

The Contractor shall establish and document mandatory configuration settings for information technology products employed within the information system that reflect the most restrictive mode consistent with operational requirements. The system configuration settings shall be submitted to the GSA CO and COR thirty (30) calendar days after award, and then on the 15th of the month following the end of each 12 month period.

Configuration settings are the configurable security-related parameters of information technology products that compose the information system. Systems should be configured in agreement with GSA technical guidelines, NIST guidelines, Center for Internet Security guidelines (Level 1), or industry best practice guidelines in hardening their systems, as deemed appropriate by the Authorizing Official. System configuration settings will be updated or reviewed on an annual basis.

9. Configuration Management Plan

Reference: NIST 800-53 control CM-9

The Contractor shall provide the Configuration Management Plan for the information system to the GSA CO and COR thirty (30) calendar days after award, and then an update on the 15th of the month following the end of each 12 month period.

10. Contingency Plan Test Report

Reference: NIST 800-53 control CP-4

The Contractor shall provide a contingency plan test report completed in accordance with GSA IT Security Procedural Guide 06-29, "Contingency Planning" to the GSA CO and COR thirty (30) calendar days after award and then on the 15th of the month following the end of each 12 month period. A Contingency Plan Test Report shall be conducted and submitted to the GSA CO and COR thirty (30) calendar days after award and then on the 15th of the month following the end of each 12 month period. The continuity plan test can be a table top test while the system is at the "Low Impact" level. The table top test must include Federal and hosting Contractor representatives. High and Moderate impact systems must complete a functional exercise at least once every three (3) years.

11. Incident Response Test Report

Reference: NIST 800-53 control IR-3

The Contractor shall provide an incident response plan test report documenting results of incident reporting process per GSA IT Security Procedural Guide 01-02, "Incident Response" to the GSA CO and COR thirty (30) calendar days after award and then on the 15th of the month following the end of each 12 month period.

12. Results of Physical Security User Assessment/Authorization Review

Reference: NIST 800-53 control PE-2

The Contractor shall provide the results of annual reviews and validations of physical access authorizations to facilities supporting the contractor system to the GSA CO and COR thirty (30) calendar days after award and then on the 15th of the month following the end of each 12 month period to ensure the continued need for physical access.

13. Results of Review of Physical Access Records

Reference: NIST 800-53 control PE-8

The Contractor shall provide the results of annual reviews and validations of visitor access records to the GSA CO and COR thirty (30) calendar days after award and then on the 15th of the month following the end of each 12 month period to ensure the accuracy and fidelity of collected data.

14. Information System Interconnection Agreements

Reference: NIST 800-53 control CA-3

The Contractor shall provide updated Interconnection Security Agreements (ISA) and supporting Memorandum of Agreement/Understanding (MOA/U), completed in accordance with NIST 800-47, "Security Guide for Interconnecting Information Technology Systems," for existing and new interconnections to the GSA CO and COR thirty (30) calendar days after award and then on the 15th of the month following the end of each 12 month period. Per NIST SP 800-47, an interconnection is the direct connection of two or more IT systems for the purpose of sharing data and other information resources through a pipe, such as Integrated Services Digital Network (ISDN), T1, T3, Digital Signal 3 (DS3), Virtual Private Network (VPN), etc. Interconnections agreements shall be submitted as appendices to the System Security Plan.

15. Rules of Behavior

Reference: NIST 800-53 control PL-4

The Contractor shall define and establish Rules of Behavior for information system users. Rules of Behavior shall be submitted to the GSA CO and COR as an appendix to the System Security Plan thirty (30) calendar days after award and then on the 15th of the month following the end of each 12 month period.

16. Third-Party Personnel Security

Reference: NIST 800-53 control PS-3, NIST 800-53 control PS-7

The Contractor shall furnish documentation reflecting favorable adjudication of background investigations for all personnel (including subcontractors) supporting the system to the GSA CO and COR thirty (30) calendar days after award and then on the 15th of the month following the end of each 12 month period. Contractors shall comply with GSA order 2100.1 IT Security Policy and GSA Order CIO P 2181 HSPD-12 Personal Identity

Verification and Credentialing. GSA separates the risk levels for personnel working on Federal computer systems into three (3) categories: Low Risk, Moderate Risk, and High Risk.

- Those contract personnel (hereafter known as “Applicant”) determined to be in a Low Risk position will require a National Agency Check with Written Inquiries (NACI) investigation.
- Those Applicants determined to be in a Moderate Risk position will require either a Limited Background Investigation (LBI) or a Minimum Background Investigation (MBI) based on the Contracting Officer’s (CO) determination.
- Those Applicants determined to be in a High Risk position will require a Background Investigation (BI).

The Contracting Officer, through the Contracting Officer’s Representative or Program Manager will ensure that a completed Contractor Information Worksheet (CIW) for each Applicant is forwarded to the Federal Protective Service (FPS) in accordance with the GSA/FPS Contractor Suitability and Adjudication Program Implementation Plan dated 20 February 2007. FPS will then contact each Applicant with instructions for completing required forms and releases for the particular type of personnel investigation requested.

Applicants will not be reinvestigated if a prior favorable adjudication is on file with FPS or GSA, there has been less than a one year break in service, and the position is identified at the same or lower risk level.

Once a favorable Federal Bureau of Investigation (FBI) Criminal History Check (Fingerprint Check) has been returned, Applicants may receive a GSA identity credential (if required) and initial access to GSA information systems. The HSPD-12 Handbook contains procedures for obtaining identity credentials and access to GSA information systems as well as procedures to be followed in case of unfavorable adjudications.

Deliverables to be provided to the GSA COR/ISSO/ISSM Biennially

Policies and Procedures

The Contractor shall develop and submit the following policies and procedures to the GSA CO and COR thirty (30) calendar days after award, and then update on the 15th of the month following the end of each 24 month period :

1. Access Control Policy and Procedures (NIST 800-53 AC-1)
2. Security Awareness and Training Policy and Procedures (NIST 800-53 AT-1)
3. Audit and Accountability Policy and Procedures (NIST 800-53 AU-1)
4. Security Assessment and Authorization Policy and Procedures (NIST 800-53 CA-1)
5. Configuration Management Policy and Procedures (NIST 800-53 CM-1)
6. Contingency Planning Policy and Procedures (NIST 800-53 CP-1)
7. Identification and Authentication Policy and Procedures (NIST 800-53 IA-1)
8. Incident Response Policy and Procedures (NIST 800-53 IR-1, reporting timeframe and documented in GSA CIO IT Security Procedural Guide 01-02, Incident Response)
9. System Maintenance Policy and Procedures (NIST 800-53 MA-1)
10. Media Protection Policy and Procedures (NIST 800-53 MP-1)
11. Physical and Environment Protection Policy and Procedures (NIST 800-53 PE-1)
12. Security Planning Policy and Procedures (NIST 800-53 PL-1)
13. Personnel Security Policy and Procedures (NIST 800-53 PS-1)
14. Risk Assessment Policy and Procedures (NIST 800-53 RA 1)
15. System and Services Acquisition Policy and Procedures (NIST 800-53 SA-1)
16. System and Communications Protection Policy and Procedures (NIST 800-53 SC-1)
17. System and Information Integrity Policy and Procedures (NIST-53 SI-1)
18. Cryptographic Key Establishment and Management (NIST 800-53 SC-12)

5. Additional Stipulations (as applicable)

1. The deliverables identified in section 3.1 shall be labeled "CONTROLLED UNCLASSIFIED INFORMATION" (CUI) or contractor selected designation per document sensitivity. External transmission/dissemination of For Official Use Only (FOUO) and CUI to or from a GSA computer must be encrypted. Certified encryption modules must be used in accordance with FIPS PUB 140-2, "Security requirements for Cryptographic Modules."
2. As prescribed in the Federal Acquisition Regulation (FAR) clause 24.104, if the system involves the design, development, or operation of a system of records on individuals, the contractor shall implement requirements in FAR clause 52.224-1, "Privacy Act Notification" and FAR clause 52.224-2, "Privacy Act."
3. The Contractor shall cooperate in good faith in defining non-disclosure agreements that other third parties must sign when acting as the Federal government's agent.
4. The Government has the right to perform manual or automated audits, scans, reviews, or other inspections of the vendor's IT environment being used to provide or facilitate services for the Government. In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1, the Contractor shall be responsible for following privacy and security safeguards.
5. The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this effort or otherwise provided by the Government. *Exception - Disclosure to a Consumer Agency for purposes of A&A verification.*
6. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public Government data collected and stored by the Contractor, the Contractor shall afford the Government logical and physical access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases within 72 hours of the request. Automated audits shall include, but are not limited to, the following methods:
 - Authenticated and unauthenticated operating system/network vulnerability scans
 - Authenticated and unauthenticated web application vulnerability scans
 - Authenticated and unauthenticated database application vulnerability scans

Automated scans can be performed by Government personnel, or agents acting on behalf of the Government, using Government operated equipment, and Government specified tools. If the vendor chooses to run its own automated scans or audits, results from these scans may, at the Government's discretion, be accepted in lieu of Government performed vulnerability scans. In these cases, scanning tools and their configuration shall be approved by the Government. In addition, the results of vendor-conducted scans shall be provided, in full, to the Government.

1. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.