

**EMERGENCY LODGING SERVICES 4.1**

**BLANKET PURCHASE AGREEMENT 47QMCB24A0003**

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NOTE: As a minimum, any Blanket Purchase Agreement (BPA) awarded as a result of this RFQ shall consist of the following documents:

- Sections 1, 2, 3, and 4 including all attachments as described in Section 7 at the time of award.
- Sections 5 and Section 6 are included for solicitation purposes only. These sections will be removed, filed in the BPA file, and will not be made part of the contract.
- Amendments are incorporated into the resultant contract.
- Subcontracting plan (if required) becomes an attachment to the contract.

## SECTION 1 – STATEMENT OF WORK

### 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. On February 15, 2023, the Office of Management and Budget (OMB), with the support of the Government-wide Category Management Program Management Office, designated GSA’s ELS program as Best in Class (BIC). 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 and Federal Emergency Management Agency (FEMA) are the largest buyers 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.

The participating agencies identified below have authorized users assigned to place BPA calls; their estimated requirements are as follows:

<b>Participating Agencies</b>	<b>Estimated Requirements Base and All Options*</b>
<b>DoD Agencies</b>	
U.S. Air Force	\$4,335,970.00
U.S. Army	\$15,633,800.00
U.S. Army Corps of Engineers	\$4,335,970.00
U.S. Marine Corps	\$0.00
U.S. Navy	\$25,000.00
U.S. Coast Guard	\$0.00
<b>Federal Agencies</b>	
D.C. Government Office of Contracting and Procurement (OCP)	\$0.00
Department of Homeland Security	\$149,133,069.00
Federal Housing Finance Agency	\$0.00
General Services Administration	\$10,000.00
Indian Health Service	\$0.00
Internal Revenue Service	\$0.00
National Aeronautics and Space Administration	\$0.00
National Oceanic and Atmospheric Administration	\$0.00
U.S. Department of Agriculture	\$0.00
U.S. Department of Commerce	\$0.00
U.S. Department of Health and Human Services	\$0.00
U.S. Department of Homeland Security	\$0.00
U.S. Department of Interior	\$0.00
U.S. Department of Labor	\$0.00
U.S. Department of State	\$2,500.00
U.S. Department of Treasury	\$0.00
U.S. Environmental Protection Agency	\$85,000.00

U.S. Fish and Wildlife Service		\$0.00
U.S. Department of Health and Human Services		\$0.00
U.S. Senate, Sergeant of Arms		\$0.00
<b>State and Local Government Agencies</b>		
AmeriCorps NCCC		\$0.00
County of Orange		\$0.00
Eugene Water & Electric Board		\$0.00
Kentucky Emergency Management		\$0.00
Louisiana Housing Corporation		\$0.00
Port of New Orleans		\$0.00
Quasi-Governmental State Public Housing Agency (NRHA Norfolk, VA)		\$0.00
United States Attorney's Office, Middle District of Florida		\$10,000.00
<b>Total Estimated Requirements</b>		<b>\$173,571,309.00</b>

\*Estimated requirements are based on BPA call values for each agency, the IGCE value in the Base + Option tab is based on the contractor's expected revenue for the ELS program.

Agencies with \$0 estimated usage do not have any calls placed against the BPA to date. Due to the unpredictable nature of the ELS program, this could change at any time.

## 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 the Contiguous 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 NUMBERS (CLINs)

The Contract Line Item Numbers (CLIN) identified below will be 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 - Date of Award - March 15, 2024

<b>SECTION A: LODGING ACCOMMODATIONS</b>						
CLIN	Description of Supplies/Services	Estimated Quantity (i.e. Annual Room Night)			Service Fee	Total Price
		Unit of Issue	FROM	TO		
0001	CONUS – Lodging Accommodations	EA	1	150,000	\$3.38	\$507,000.00
0002	CONUS – Lodging Accommodations	EA	150,001	300,000	\$3.32	\$996,000.00
0003	CONUS – Lodging Accommodations	EA	300,001	600,000	\$3.03	\$1,818,000.00
0004	CONUS – Lodging Accommodations	EA	600,001	and Above	\$2.92	\$1,752,002.92
0005	OCONUS – Lodging Accommodations	EA	1	150,000	\$2.88	\$432,000.00
0006	OCONUS – Lodging Accommodations	EA	150,001	300,000	\$2.85	\$855,000.00
0007	International/Foreign Area (Canada) – Lodging Accommodations	EA	1	300,000	\$2.88	\$864,000.00
Volume Discount	CONUS – Lodging Accommodations	EA	1,000,000	2,000,000	\$2.45	\$4,900,000.00
Volume Discount	CONUS – Lodging Accommodations	EA	2,000,001	Above	\$2.25	\$4,500,002.25
<b>SECTION B: OPTIONAL SERVICES</b>						
CLIN	Description of Supplies/Services	Estimated Quantity			Service Fee	Total Price
		Unit of Issue	FROM	TO		
0008A	Ancillary Support Services – Food & Beverage Service	EA	1	10	\$2.00	\$20.00
0008B	Ancillary Support Services – Meeting Room Rental	EA	1	10	\$2.00	\$20.00
0008C	Ancillary Support Services – Shuttle/Transportation Service	EA	1	10	\$2.00	\$20.00

0008D	Ancillary Support Services – Pet Service	EA	1	10	\$2.00	\$20.00
0009	Congressional Hearing Support	HR	1	40	\$25.00	\$1,000.00
0010	General Administrative and Technology Support	HR	1	40	\$25.00	\$1,000.00

**OPTION YEAR 1 - March 16, 2024 - March 15, 2025**

<b>SECTION A: LODGING ACCOMMODATIONS</b>						
CLIN	Description of Supplies/Services	Estimated Quantity (i.e. Annual Room Night)			Service Fee	Total Price
		Unit of Issue	FROM	TO		
1001	CONUS – Lodging Accommodations	EA	1	150,000	\$3.45	\$517,500.00
1002	CONUS – Lodging Accommodations	EA	150,001	300,000	\$3.39	\$1,017,000.00
1003	CONUS – Lodging Accommodations	EA	300,001	600,000	\$3.09	\$1,854,000.00
1004	CONUS – Lodging Accommodations	EA	600,001	and Above	\$2.98	\$1,788,002.98
1005	OCONUS – Lodging Accommodations	EA	1	150,000	\$2.88	\$432,000.00
1006	OCONUS – Lodging Accommodations	EA	150,001	300,000	\$2.85	\$855,000.00
1007	International/Foreign Area (Canada) – Lodging Accommodations	EA	1	300,000	\$2.88	\$864,000.00
Volume Discount	CONUS – Lodging Accommodations	EA	1,000,000	2,000,000	\$2.45	\$4,900,000.00
Volume Discount	CONUS – Lodging Accommodations	EA	2,000,001	Above	\$2.25	\$4,500,002.25
<b>SECTION B: OPTIONAL SERVICES</b>						
CLIN	Description of Supplies/Services	Estimated Quantity			Service Fee	Total Price
		Unit of Issue	FROM	TO		
1008A	Ancillary Support Services – Food & Beverage Service	EA	1	10	\$2.00	\$20.00
1008B	Ancillary Support Services – Meeting Room Rental	EA	1	10	\$2.00	\$20.00
1008C	Ancillary Support Services – Shuttle/Transportation Service	EA	1	10	\$2.00	\$20.00

1008D	Ancillary Support Services – Pet Service	EA	1	10	\$2.00	\$20.00
1009	Congressional Hearing Support	HR	1	40	\$25.00	\$1,000.00
1010	General Administrative and Technology Support	HR	1	40	\$25.00	\$1,000.00

**OPTION YEAR 2 - March 16, 2025 - March 15, 2026**

<b>SECTION A: LODGING ACCOMMODATIONS</b>						
CLIN	Description of Supplies/Services	Estimated Quantity (i.e. Annual Room Night)			Service Fee	Total Price
		Unit of Issue	FROM	TO		
2001	CONUS – Lodging Accommodations	EA	1	150,000	\$3.51	\$526,500.00
2002	CONUS – Lodging Accommodations	EA	150,001	300,000	\$3.45	\$1,035,000.00
2003	CONUS – Lodging Accommodations	EA	300,001	600,000	\$3.15	\$1,890,000.00
2004	CONUS – Lodging Accommodations	EA	600,001	and Above	\$3.04	\$1,824,003.04
2005	OCONUS – Lodging Accommodations	EA	1	150,000	\$2.88	\$432,000.00
2006	OCONUS – Lodging Accommodations	EA	150,001	300,000	\$2.85	\$855,000.00
2007	International/Foreign Area (Canada) – Lodging Accommodations	EA	1	300,000	\$2.88	\$864,000.00
Volume Discount	CONUS – Lodging Accommodations	EA	1,000,000	2,000,000	\$2.45	\$4,900,000.00
Volume Discount	CONUS – Lodging Accommodations	EA	2,000,001	Above	\$2.25	\$4,500,002.25
<b>SECTION B: OPTIONAL SERVICES</b>						
CLIN	Description of Supplies/Services	Estimated Quantity			Service Fee	Total Price
		Unit of Issue	FROM	TO		
2008A	Ancillary Support Services – Food & Beverage Service	EA	1	10	\$2.00	\$20.00
2008B	Ancillary Support Services – Meeting Room Rental	EA	1	10	\$2.00	\$20.00
2008C	Ancillary Support Services – Shuttle/Transportation Service	EA	1	10	\$2.00	\$20.00
2008D	Ancillary Support Services – Pet Service	EA	1	10	\$2.00	\$20.00
2009	Congressional Hearing Support	HR	1	40	\$25.00	\$1,000.00

2010	General Administrative and Technology Support	HR	1	40	\$25.00	\$1,000.00
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**OPTION EXTENSION - March 16, 2026 - September 15, 2026**

<b>SECTION A: LODGING ACCOMMODATIONS</b>						
CLIN	Description of Supplies/Services	Estimated Quantity (i.e. Annual Room Night)			Service Fee	Total Price
		Unit of Issue	FROM	TO		
3001	CONUS – Lodging Accommodations	EA	1	150,000	\$3.55	\$532,500.00
3002	CONUS – Lodging Accommodations	EA	150,001	300,000	\$3.50	\$1,050,000.00
3003	CONUS – Lodging Accommodations	EA	300,001	600,000	\$3.20	\$1,920,000.00
3004	CONUS – Lodging Accommodations	EA	600,001	and Above	\$3.09	\$1,854,003.09
3005	OCONUS – Lodging Accommodations	EA	1	150,000	\$2.88	\$432,000.00
3006	OCONUS – Lodging Accommodations	EA	150,001	300,000	\$2.85	\$855,000.00
3007	International/Foreign Area (Canada) – Lodging Accommodations	EA	1	300,000	\$2.88	\$864,000.00
Volume Discount	CONUS – Lodging Accommodations	EA	1,000,000	2,000,000	\$2.45	\$4,900,000.00
Volume Discount	CONUS – Lodging Accommodations	EA	2,000,001	Above	\$2.25	\$4,500,002.25
<b>SECTION B: OPTIONAL SERVICES</b>						
CLIN	Description of Supplies/Services	Estimated Quantity			Service Fee	Total Price
		Unit of Issue	FROM	TO		
3008A	Ancillary Support Services – Food & Beverage Service	EA	1	10	\$2.00	\$20.00
3008B	Ancillary Support Services – Meeting Room Rental	EA	1	10	\$2.00	\$20.00
3008C	Ancillary Support Services – Shuttle/Transportation Service	EA	1	10	\$2.00	\$20.00
3008D	Ancillary Support Services – Pet Service	EA	1	10	\$2.00	\$20.00
3009	Congressional Hearing Support	HR	1	40	\$25.00	\$1,000.00

3010	General Administrative and Technology Support	HR	1	40	\$25.00	\$1,000.00
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**TOTAL ESTIMATED PRICE:**

Base Period (Date of Award - March 15, 2024)	\$130,963.00
Option Year 1 (March 16, 2024 - March 15, 2024)	\$7,329,583.00
Option Year 2 (March 16, 2025 - March 15, 2026)	\$7,426,759.00
<b>Total Price</b>	<b>\$14,887,305.75</b>

## 1.5 PRICING SCHEDULE

The Offeror shall submit pricing based on, and that does not exceed, its 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), the Offeror is permitted to propose items in its price quote for any solicited service(s) and/or report(s) that is not currently awarded on its 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, the Offeror 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 delivery<sup>1</sup>. 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:

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<sup>1</sup> 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](http://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 (Agency Name must match the request, see Section 1.23 of this SOW)
- 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 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>). 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 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>). 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 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>). 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 a 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.

### **1.9.6 BEST IN CLASS QUARTERLY REPORT**

The Contractor shall deliver to the GSA CO, COR, and PM a sales report of quarterly 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 fiscal 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 reporting data elements must include, but is not limited to:

- Ordering Agency name; Ordering Agency Division (if applicable)
- Hotel Name (& Hotel Number), City, State, Zip Code
- Order Date
- Check In & Check Out Dates
- Prices Paid Room Rate (Actual Rate Billed by Hotel – without taxes &/or fees)
- Room Tax Rate & Amount
- Government lodging per diem rate

- Total revenue; (Prices paid x room nights)
- Average room rate;
- Government lodging per diem rate
- Contractor service fees charged (service fees are inclusive of IFF)
- IFF on room revenue
- Optional services
- IFF on optional services revenue

## **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 is as follows:

Base Period: February 2, 2024 - March 15, 2024  
 Option 1: March 16, 2024 - March 15, 2025  
 Option 2: March 16, 2025 - March 15, 2026  
 Extension of Services: March 16, 2026 - September 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	Juneteenth
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

The Contractor agrees to assign to this BPA the following Key Personnel:

- 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

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

All deliverables previously submitted with the prior BPA (47QMCB21A0003) are not required to be resubmitted. The contractor shall continue to provide deliverables on the same schedule as the prior BPA (e.g. annually, quarterly):

Deliverable	SOW Section	Frequenc y	Format	Due Date	Deliver To
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
Ordering Agency Task Order Report	1.9.1	Weekly	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 business days after award	N/A

<b>Deliverable</b>	<b>Attachment C, Section(s)</b>	<b>Frequency</b>	<b>Format</b>	<b>Due Date</b>	<b>Deliver To</b>
Security Planning Policy and Procedures	1.1	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
Contingency Planning Policy and Procedures	2.1	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
Risk Assessment Policy and Procedures	2.1, 4.1.3	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
Configuration Management Policy and Procedures	4.1.1,	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
Results of Review of Physical Access Records	4.1.1	Annually	Microsoft Word or Excel	April 15th each year	GSA CO, COR via email
Security Assessment and Authorization Policy and Procedures	4.1.3, 4.1.4, 4.1.5	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
Third-Party Personnel Security	4.1.4	Annually	Microsoft Word or Excel	April 15th each year	GSA CO, COR via email
Vulnerability Scanning	4.1.4	Quarterly	Microsoft Word or Excel	On the 15 <sup>th</sup> of the month following the end of each FY quarter (January, April, July, October)	GSA CO, COR via email
Plan of Action & Milestones (POA&M)	7.2	Quarterly	Microsoft Word or Excel	On the 15 <sup>th</sup> of the month following the end of each FY quarter (January, April, July, October)	GSA CO, COR via email
System Security Plan	7.3.1.a	Annually	Microsoft Word or Excel	April 15th each year	GSA CO, COR via email
Contingency Plan	7.3.1.b	Annually	Microsoft Word or Excel via email	April 15th each year	GSA CO, COR via email
Results of Physical Security User Assessment	7.3.2	Annually	Microsoft Word or Excel	April 15th each year	GSA CO, COR via email

/ Authorization Review					
User Assessment / Authorization Review Documents	7.3.2	Annually	Microsoft Word or Excel	April 15th each year	GSA CO, COR via email
Separation of Duties Matrix	7.3.3	Annually	Microsoft Word or Excel	April 15th each year	GSA CO, COR via email
Information Security Awareness and Training Records	7.3.4	Annually	Microsoft Word or Excel	April 15th each year	GSA CO, COR via email
Security Awareness and Training Policy and Procedures	7.3.4	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
Annual FISMA Assessment	7.3.5	Annually	Microsoft Word or Excel	April 15th each year	GSA CO, COR via email
System(s) Baseline Configuration Standard Document	7.3.6	Annually	Microsoft Word or Excel	April 15th each year	GSA CO, COR via email
System Configuration Settings Verification	7.3.7	Annually	Microsoft Word or Excel via email	April 15th each year	GSA CO, COR via email
Configuration Management Plan	7.3.8	Annually	Microsoft Word or Excel	April 15th each year	GSA CO, COR via email
Contingency Plan Test Report	7.3.9	Annually	Microsoft Word or Excel	April 15th each year	GSA CO, COR via email
Incident Response Test Report	7.3.10	Annually	Microsoft Word or Excel	April 15th each year	GSA CO, COR via email
Information System Interconnection Agreements	7.3.11	Annually	Microsoft Word or Excel	April 15th each year	GSA CO, COR via email
Rules of Behavior	7.3.12	Annually	Microsoft Word or Excel	April 15th each year	GSA CO, COR via email
Personnel Security Policy and Procedures	7.3.14	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
Access Control Policy and Procedures	8.1.a	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email

Audit and Accountability Policy and Procedures	8.1.c	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
Identification and Authentication Policy and Procedures	8.1.d	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
Incident Response Policy and Procedures	8.1.e	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
System Maintenance Policy and Procedures	8.1.f	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
Media Protection Policy and Procedures	8.1.g	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
Physical and Environment Protection Policy and Procedures	8.1.h	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
System and Information Integrity Policy and Procedures	8.1.k	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
System and Communications Protection Policy and Procedures	8.1.l	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
Cryptographic Key Establishment and Management	8.1.m	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email
System and Services Acquisition Policy and Procedures	8.3.6	Once	Microsoft Word or Excel	April 15, 2025	GSA CO, COR via email

### 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 business days 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 business days 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](mailto: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 include a signed copy of the CO's warrant. Requests 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.

#### **1.24 PERFORMANCE REQUIREMENTS**

The Government shall use the monitoring methods cited in Attachment B - Quality Assurance Surveillance Plan (QASP) to determine whether the Acceptable Quality Levels have been met. If the contractor has not met the minimum requirements, the assigned Contracting Officer's Representative may request the contractor develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

**(END OF SECTION 1)**

## SECTION 2 – CONTRACT ADMINISTRATION DATA

### 2.0 AUTHORIZED NEGOTIATORS

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

NAME	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Matt Rogers	Vice President Gov. Lodging	316-771-7024 316-204-1251	mrogers@clclodging.com
Carolyn Hundley	Senior Vice President of Operations	859-300-5400	carolyn.hundley@fleetcor.com
Cristi Suhadolnik	Vice President	234-212-3405	csuhadolnik@govconsvcs.com

### 2.1 CONTACT FOR CONTRACT ADMINISTRATION

The Offeror is required to designate a person(s) to be contacted for prompt contract administration.

#### PRIMARY:

NAME: Matt Rogers
TITLE: Vice President Government Lodging
ADDRESS: 8111 E. 32nd Street North, Suite 300, Wichita, KS
ZIP CODE: 67226
TELEPHONE NO.: 316-771-7024
EMAIL ADDRESS: mrogers@clclodging.com

#### ALTERNATE:

NAME: Carolyn Hundley
TITLE: Senior Vice President of Operations
ADDRESS: 8111 E. 32nd St. North, Suite 300, Wichita, KS
ZIP CODE: 67226
TELEPHONE NO.: 859-300-5400
EMAIL ADDRESS: carolyn.hundley@fleetcor.com

### 2.2 GOVERNMENT POINT(S) OF CONTACT

A GSA Contracting Officer and the Contracting Officer's Representative (COR) will perform contract administration of the awarded BPA. The Contracting Officer Representative shall be capable of providing all technical assistance and clarification required for the performance of this effort.

**CONTRACTING OFFICER (CO)**

Name: Russell Walter

Phone: 303-236-1718

Email: russell.walter@gsa.gov; Copy to: onthego@gsa.gov

**CONTRACT SPECIALIST (CS)**

Name: Earl Ryan Oberholtzer

Phone: 404-267-0862

Email: earl.oberholtzer@gsa.gov

**CONTRACTING OFFICER REPRESENTATIVE (COR)**

Name: Steven Meyer

Phone: 202-230-6395

Email: steven.meyer@gsa.gov

**(END OF SECTION 2)**

## 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 the offer 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:

- *Option Period 1 notification:* ten (10) days before the contract expires.
- *Option Period 2 notification:* 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 26 months.

**(END OF SECTION 3)**

## SECTION 4 – OTHER TERMS AND CONDITIONS

### 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.

### 4.3 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.

### 4.4 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.**

#### **4.5 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.

#### **4.6 GOVERNMENT FURNISHED EQUIPMENT (GFE) / INFORMATION (GFI) / FACILITIES**

##### **4.6.1 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.

##### **4.6.2 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)**

**Note:** Sections 5 and Section 6 were included for solicitation purposes only. These sections have been removed, filed in the BPA file, and will not be made part of the contract.

**SECTION 7 - LIST OF ATTACHMENTS**

**7.0 LIST OF ATTACHMENTS**

**[ATTACHMENT A – STANDARD FORM \(SF\) 1449](#)**

**[ATTACHMENT B – QASP](#)**

**[ATTACHMENT C – ELS 4.1 SECURITY REQUIREMENTS](#)**

**[ATTACHMENT D – ELS 4.1 AUTHORIZED USERS LIST](#)**

**(END OF SECTION 7)**