



# OAK RIDGE INSTITUTE FOR SCIENCE AND EDUCATION

## Request for Quote # 25-55605 Amendment 1

Amendment 1 is hereby issued to amend the following:

1. Quote due date is extended from Friday, November 22, 2024 to Friday, December 6, 2024.
2. Question due date is extended from Friday, November 15, 2024 to Tuesday, November 22, 2024.

November 15, 2024

Angela Hawn  
ORAU/ORISE  
ORISE Procurement Manager  
[Angela.Hawn@orau.org](mailto:Angela.Hawn@orau.org)

Potential Offerors,

Oak Ridge Associated Universities (ORAU), in support of the Oak Ridge Institute for Science and Education (ORISE) DOE Prime Contract, is seeking a quote for **Facilities and Services** to support the **2025 Joint Science and Technology Institute (JSTI) East Program** in accordance with **Attachment 1 – Statement of Work**. Please review this document and all attachments before submitting a quote. Please email a quote to the individual named above on or before **Friday, December 06, 2024**.

### PRICING

Offerors shall provide a **firm fixed price** quote. Quote shall be inclusive of all components (i.e. *housing, amenities, fees, etc.*) and at the **lowest price available**. Please ensure all discounts, including GSA, Government, Integrated Contractor Purchasing Team (ICPT), educational or best value is accurately reflected. Should GSA pricing be quoted, please provide the GSA Schedule Number. Open-market pricing shall include a published price list, if available.

### TERMS AND CONDITIONS

Attachment 2 – ORAU/ORISE Contract Terms and Conditions will apply to any resulting award. Offeror shall provide any required service and/or use agreements it may require as a result of any award. *Offerors that will not agree to ORAU/ORISE Contract Terms and Conditions may be deemed technically unacceptable.*

### QUESTIONS

All questions related to this RFQ shall be submitted in writing to the ORISE Procurement Manager by **Tuesday, November 26<sup>th</sup>, 2024**. All questions and answers will be distributed to potential Offerors and made publicly available with the solicitation.

### AWARD CRITERIA

Award will be made to the responsible and responsive Offeror(s) who provides the lowest price technically acceptable offer.

### ATTACHMENTS

Attachment 1 – Statement of Work  
Attachment 2 - Contract Terms and Conditions

## Attachment 1- Statement of Work

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### Background

ORAU provides innovative scientific and technical solutions to advance national priorities in science, education, security and health. Through specialized teams of experts, unique laboratory capabilities and access to a consortium of more than 145 major Ph.D.-granting institutions, ORAU works with federal, state, local and commercial customers to advance national priorities and serve the public interest. A 501(c)(3) nonprofit corporation and federal contractor, ORAU manages the Oak Ridge Institute for Science and Education (ORISE) for the U.S. Department of Energy (DOE).

The Joint Science and Technology Institute, East (JSTI East) is a two-week, residential STEM research program for current high school students, middle school students, high school teachers, and alumni across the United States. Students and teachers will participate in research projects mentored by Department of Defense research scientists and other subject matter experts. The purpose of the program is to inspire and encourage students to pursue careers in science, technology, engineering and math (STEM) fields, increase STEM literacy, and expose students to the importance of STEM through hands-on, relevant research.

### Objective

ORISE intends to work with an on-site (or campus) team to facilitate the ORISE JSTI Programs use of facilities and services, as well as support the execution of JSTI East. Subcontractor will work with the ORISE Technical Contact, Project Manager, and other ORISE personnel to ensure the program's needs are met, as well as act as the fiscal agent for the two-week residential research experience.

The 2025 JSTI East Program is scheduled for July 9 – 26, 2025 and will commence with staff arriving on July 9, 2025, and students on July 12, 2025. Students will depart on July 25, 2025, followed by staff on July 26, 2025.

### Requirements

#### Task 1: Lodging

- Provide lodging and linen service for 2 staff July 9 – 26, 2025.
- Provide lodging and linen service for 2 staff July 10 – 26, 2025.
- Provide lodging and linen service for up to 7 staff July 11 – 26, 2025.
- Provide lodging and linen service for up to 44 high school students July 12-25, 2025.
- Provide lodging and linen service for up to two (2) additional dorm rooms July 12-25, 2025.
- Provide lodging and linen service for up to 32 middle school students July 19-25, 2025.
- Provide loading and linen service for 1 staff member July 15 – 26, 2025.
- Provide lodging and linen service for up to 7 staff July 18-26, 2025.
- Provide lockable meeting space/multi-purpose room in dormitory for up to 50 people July 9 – 26, 2025.
- Provide an additional meeting space/multi-purpose room in dormitory or nearby for up to 40 people July 21 – 24, 2025, from 8:00pm – 10:00pm.

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### **Task 2: Meals**

- Provide physical meal cards or method for tracking meals for 76 high school and middle school students, 10 mentors, and 19 staff to use in dining facilities on campus.
- Provide breakfast, lunch, and dinner for up to 44 high school students for up to 14 days (July 12-July 25, 2025) (Total meals = UP TO 1848).
- Provide breakfast, lunch, and dinner for 11 high school staff personnel for up to 14 days (July 12-July 25, 2025) (Total meals = UP TO 462).
- Provide lunch for up to ten (10) high school mentors for up to nine (9) days (July 14-18, 2025, and July 21-24, 2025) (Total meals = UP TO 90).
- Provide breakfast, lunch, and dinner for up to 32 middle school students for up to seven (7) days (July 19-July 25, 2025) (Total meals = UP TO 672).
- Provide breakfast, lunch, and dinner for eight (8) staff personnel for up to seven (7) days (July 19-July 25, 2025) (Total meals = UP TO 168).

### **Task 3: Catering**

- Provide up to 95-boxed lunches in lieu of hot meals in the cafeteria on specific days requested by the ORISE Technical Contact.
  - Provide pick up for box lunches as early as 6:00am for field trips.
  - Provide vegetarian and gluten free options for box lunches.
- Provide catered dinner for up to 75 guests on July 21, 2025.
- Provide catered cook-out dinner for up to 115 guests on July 24, 2025.
- Provided catered lunch for up to 250 guests on July 25, 2025.

### **Task 4: Provide University Program Coordinator**

- Communicate with the ORISE Technical Contact daily during execution and as needed during planning.
- Provide a point of contact and phone number for emergencies during off hours.
- Coordinate the usage of all University facilities and services to be used by ORAU/ORISE during the program.
- Refrain from making programmatic decisions.
- Refrain from making program purchases without approval from the ORISE Technical Contact, or designee.
- Contact the ORISE Technical Contact, or designee with all major decisions.

### **Task 5: Provide Laboratory, Classroom Space, Meeting Space and Building Attendant**

- Provide Laboratory space for up to four (4) research groups, each consisting of up to six (6) students and two (2) mentors July 12-July 24, 2025.
- Provide classroom space for up to four (4) research groups, each consisting of up to 6 students and two (2) mentors July 12-July 24, 2025.
- Provide Laboratory space for up to two (2) research groups, consisting of up to eight (8) students and two (2) mentors July 19-July 24, 2025.
- Provide classroom space for up to two (2) research groups, consisting of up to eight (8)

## **Attachment 1- Statement of Work**

students and two (2) mentors July 19-July 24, 2025.

- Provide a meeting space that can be locked and is large enough for 90 people from July 11-July 25, 2025. Meeting space must have tables and chairs for 90 people and audio and visual connections. A meeting space with lecture-style seating is preferred.
- Provide AV connections for large meeting space from July 12-July 24, 2025.
- Provide AV connections for large meeting space for Welcome/Orientation on July 12-13, 2024.
- Provide AV connections for large meeting space for Opening Comments/Sponsor Welcome on July 14, 2025, from 7:30 am – 9:00 am.
- Provide a weekend building attendant July 12; July 13; July 19 and July 20, 2025, from 10:00 am – 2:00 pm and 4:00-10:00pm.
- Provide theater/auditorium for movie night on July 16, 2025, from 6:30pm to 9:30pm.
- Provide meeting space for silent disco activity, enough space for 55 people to dance on July 17, 2025, from 6:00pm – 8:00pm.
- Provide meeting space (seating for 75 people) for Speed Mentoring catered dinner on July 21, 2025.
- Provide meeting space (seating for 115 people) for closing catered cookout dinner on July 24, 2025.
- Provide meeting spaced (seating for 250 people) for Final Presentation Ceremony catered lunch on July 25, 2025.

### **Task 6: Student Activities**

- Provide space for team-building activities for up to 65 participants on July 13, 2025.
- Provide space for team-building activities for up to 40 participants on July 20, 2025.
- Provide fully trained and certified staff to monitor space and activities.
- Provide gym access.
- Provide pool access.

### **Task 7: Planetarium or STEM Activity**

- Provide usage of Planetarium with facilitator or space for STEM Activity for 56 high school participants one weekday between July 14-18, 2025.
- Provide usage of Planetarium with facilitator or space for STEM Activity for 40 middle school participants one weekday between July 21-24, 2025.

### **Task 8: Provide Shipping, Receiving and Waste Disposal**

- Receive up to nine (9) shipping pallets on behalf of ORAU/ORISE between July 8-10, 2025.
- Deliver pallets to appropriate meeting area, which can be locked.
- Allow the return shipping of up to nine (9) pallets on behalf of ORAU on or before July 28, 2025.
- Note: University will not be responsible for the cost of shipping.
- Received rental laptop delivery and deliver to designated classroom space on July 11, 2025.
- Provide delivery of all packages to the (ORAU/ORISE) classroom and labs on July 11 and July 18, 2025.
- Provide transport and disposal of laboratory waste material after July 25, 2025.

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### Task 9: Campus Tour/Presentation

- Provide a campus tour for 44 high school students (two groups split) one (1) weekday between July 15-18, 2025.
- Speak to students about financial aid and scholarship opportunities.

### Task 10: Parking

- Provide overnight and day parking passes for up to nine (15) rental vehicles on campus July 9 – 26, 2025
- Provide day parking passes for up to 15 mentor vehicles to be parked on campus daily July 12-25, 2025.
- Provide parking passes for up to 3 guest speakers as needed throughout the duration of the program.
- Provide parking passes for 8-10 mentors for speed mentoring night July 21, 2025, from 5:00-8:00pm.
- Provide up to 10 VIP parking passes and a VIP Parking Greeter July 22, 2025, from 7:00am-1:00pm.
- Provide up to 50 parking passes and Parking Greeter for Final Presentations on July 25, 2025. Greeter will be needed from 7:30am – 9:00am. Event parking will be needed from 7:30am – 1:00pm

### Task 11: On-campus Outdoor Common Areas

- Allow access for participating students to use open outdoor common areas for recreational activities in the evening from July 12-July 25, 2025.

### Task 12: Other Tasks

- Other tasks may be required for the successful completion of the program and will be directed by the ORISE Technical Contact, or designee.

### Delivery

All deliverables must be submitted directly to the ORISE Technical Contact and must be in accordance with the identified tasks above. Specific deliverables include:

Deliverable	Due Date
<i>Identify and provide list of dorm rooms</i>	January 1, 2025
<i>Identify and provide classrooms and labs</i>	June 2, 2025

### Period of Performance:

Period of performance will be from the **date of award to July 26, 2025.**



## **Attachment 2 – ORAU/ORISE Terms and Conditions**

### **1. Definitions**

The following terms shall have the meanings below:

- (a) Government means the United States of America and includes the U. S. Department of Energy (DOE) or any duty authorized representative thereof.
- (b) Group means Oak Ridge Associated Universities, Inc. (ORAU)
- (c) Hotel means the person or organization that has entered into this Agreement.
- (d) Agreement means Purchase Order, Subcontract, Blanket Agreement, Modification, or Release thereof.
- (e) Educational Institution means an entity identified in Office of Management and Budget Circular No. A-21.

### **2. Americans with Disabilities Act (ADA) Compliance**

The Hotel represents and the Group acknowledges that the Hotel facilities are being rented to Group under this Agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

### **3. Anti-Solicitation**

Hotel shall not solicit, directly or indirectly, or employ any employee of Group during the period that any services are being provided to Group and for 6 months after the last provision of services without the prior written consent of Group.

Hotel hereby acknowledges and agrees that it has not and will not, to the best of its knowledge and belief, and except as otherwise set forth in this Agreement, compete with Group for work while performing under this Agreement

### **4. Assignment**

Hotel shall not assign rights or obligations to third parties without the prior written consent from Group. However, Hotel may assign rights to be paid amounts due or to become due to a financing institution if Group is promptly furnished written notice and a signed copy of such assignment is provided.

### **5. Compliance with Laws**

- (a) Hotel shall comply with all applicable federal, state, and local laws and ordinances and all pertinent orders, DOE directives, rules, and regulations (including DOE regulations) and such compliance shall be a material requirement of this Agreement. Hotel shall, without additional Group expense, be responsible for obtaining any necessary licenses and permits including without limitation, underground utility permit requirements. Hotel warrants that each chemical substance constituting in supplies furnished by this Agreement is on the list of substances published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act as amended.
- (b) Hotel shall include this clause in all Agreements, at any tier, involving the performance of this Agreement.

### **6. Condition of Premises**

Hotel to be in the same condition or better than it was at the time the contract was signed, and to maintain its current “star” or “diamond” rating by a specified rating service. If not, terms of contract will be null and void, including any and all penalties.

### **7. Conducive Environment**

The Hotel warrants that other use of the hotel facility shall not interfere unreasonably with the use of Facilities reserved for the Group’s use including but not limited to interference by noise, construction, renovation or other cause. Hotel agrees to provide Group with immediate written notice in the event of any proposed renovation, redesign and reconstruction or of any substantial deterioration of said Hotel. In any such event, Group may choose to cancel this





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agreement with no penalty.

## 8. Conflict of Interest

Hotel shall comply with the Group Hotel Conflict of Interest terms as stated below:

- (a) Hotel certifies that no individual working under this Agreement is aware of any matter which might limit ability to participate in this Agreement, in an objective and unbiased manner, or which might place an individual in a position of conflict (real, apparent, or potential) between his/her responsibilities as a Hotel or Hotel employee(s) and other interests.
- (b) Hotel, including any individual(s) who may be working under this Agreement, further certifies that no other business(es) or personal relationships and no bias exist toward any individual employed by Group that will prevent them from performing the tasks in this Agreement.
- (c) In making this certification, Hotel, has considered all financial interests, and employment arrangements (past, present, and/or under consideration) and, to the extent known by Hotel, all the financial interests and employment arrangements of any spouse and/or other members of Hotel's family.
- (d) If, after the date of this Agreement, Hotel (including any spouse and/or other members of Hotel's family) has financial interests, or with which Hotel has (or had) a personal or business relationship with any person employed by Group, Hotel shall notify the Group of this conflict of interest.

## 9. Employee Concerns Program

- (a) DOE has established an Employee Concerns Program (ECP) in DOE Order 442.1A available at <http://www.directives.doe.gov/directives>. The ECP applies to any person working for DOE or a contractor or Hotel on a DOE project. The ECP provides a means for employees to raise good-faith concerns that a policy or practice of DOE or one of its Contractors or Hotels should be improved, modified, or terminated. Concerns can address health, safety, the environment, management practices, fraud, waste, or reprisal for raising a concern.
- (b) DOE Order 442.2 "Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health Technical Concerns," that covers resolution of differing professional opinions from employees on technical issues relating to ES&H. Employees for purposes of the Policy are any persons working for DOE, including the NNSA or a DOE Contractor or Hotel on a DOE project.
- (c) In addition, Group has an ECP. Hotel employees may raise concerns about actions of Group and/or its employees directly with Group.
- (d) The Hotel must notify its employees that:
  - (1) DOE and Group have ECPs;
  - (2) Employees are encouraged to first seek resolution with first-line supervisors or through existing complaint or dispute resolution systems, but that they have the right to report concerns through the DOE ECP;
  - (3) If a concern is not resolved by supervisors, or if the employee elects not to raise the concern with supervisory personnel, the concern may be reported to the DOE Oak Ridge Operations Office (ORO) by calling the ORO Telephone Hotline, (865) 241-3267. Concerns related to actions by Group employees may be reported to Group by calling (865) 576-3054; and
- (e) Group will not tolerate reprisals against or intimidation of employees who have reported concerns.
- (f) Upon request, the Hotel must assist DOE and Group in resolution of employee concerns.
- (g) Hotel shall include this clause in all Agreements hereunder.

## 10. Ethics

Each party agrees to conduct business in a manner that is ethical and that avoids any real or potential conflicts of interest. Each party warrants that neither the party or its officer, or employees, have given commissions, payments, gifts, kickbacks, promotional benefits, or other things of significant cost or value in connection with this Agreement. Each party further acknowledges that the giving of any such payments, gifts, entertainment, or other incentive of significant value may result in termination of this agreement. Each party shall notify the other of any such solicitations.



**11. Flag/Ownership Changes**

The Hotel will notify the Group in writing relative to any sale of the property, changes in management company or change of flag that would affect the meeting rooms scheduled or the sleeping rooms held, or bankruptcy, prior to the date of the meeting. In the event that the meeting cannot be held as planned due to one of the above-mentioned items, the Group may cancel this agreement without penalty.

**12. Fines, Penalties, and Permits**

In the event that any actions that result in fines and /or penalties are taken by a local, state, or federal agency against Group or the Government for a regulatory and/or permit noncompliance that resulted from a failure of Hotel to perform in accordance with the Agreement or local, state, or federal law, Hotel shall reimburse GROUP or the Government for the amount of the resultant fine and/or penalty including the cost of any additional work required as a result of the enforcement action to the extent caused by Hotel and its lower-tier Hotel(s) negligence and/or failure. GROUP may withhold such amounts from the future payment due to Hotel.

**13. Force Majeure**

The performance of this agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, terrorism, government regulations, government travel advisories, epidemics, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal, inadvisable, impossible to provide or use the Hotel facilities or for at least 25% of the clients to attend the meeting. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical. In the event that an event described above (1) occurs while the meeting is already in progress and (2) forces a partial cancellation of the meeting, the parties' obligations are limited to actual cost incurred to the point of cancellation.

Should the federal agencies and/or local authorities responsible for public health, emergency preparedness and infectious disease control and prevention in the country, state or city where the hotel is located (i.e., the Center for Disease Control and Prevention in the U.S., the Public Health Agency of Canada, State Governors, City Mayors etc.) or where attendees are traveling from issue a state of emergency, a travel advisory, notice, or warning, at any time within the 45 day period prior to the first arrival date of the Event that limits non-essential business operations, prohibit large gatherings and events and/or issue a stay-at-home order within the city in which the hotel is located or where attendees are traveling from, and should Group have suspended all of its business operations in the city where the Hotel is located or, if Group has no business operations in the city where the Hotel is located, has otherwise recommended that its attendees not travel to the city for any non-essential reason, then Group may contact the Hotel in order for the parties to engage in discussions regarding the scope of the advisory, notice, or warning. If as a result of such discussions the Meeting is cancelled within 45 days of arrival, Group will not be required to pay any cancellation fees.

**14. Gratuities**

Hotel, its agent or anyone acting on its behalf, shall not offer any gratuity (e.g., entertainment, gift, or cash) or special treatment to any employee of Group with the intent of obtaining a subcontract or other agreement or favorable treatment. This Agreement may be terminated if Group determines that the provisions of this clause were violated. Group may also exercise any other rights and remedies provided by law or under this Agreement.

**15. Group Rate**

Group room rate is not to exceed the prevailing U.S. government per diem in effect at the time of the meeting. Group Room rate is locked in for the Group and may not be increased.

**16. Government Funding**

If government funding is not forthcoming, this contract is null and void.





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## 17. Hotel/Motel Fire Safety Act of 1990

The Hotel represents that it is in compliance with the applicable provisions of the Hotel/Motel Fire Safety Act of 1990.

## 18. Hidden Costs

No additional charges will be incurred for work performed and/or services provided without written consent from an authorized representative of the group. Hotel will impose no policies on this meeting unless disclosed to and agreed to by the authorized personnel in writing.

## 19. Hotel Relocation Procedure

In the event any member of your Group with a guaranteed reservation cannot be accommodated by the Hotel, the Hotel will provide the following:

- Accommodations at a comparable Hotel as close as reasonably possible at no charge to the guest for any night(s) the guest is displaced from the Hotel.
- One complimentary round trip ground transportation between Hotel and the alternate Hotel for each day the guest is displaced.
- One five minute phone call and necessary arrangements for forwarding of the displaced guest's telephone message and mail.
- Offer to relocate displaced guest back to first available room. If room becomes available and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.
- Upon return to the Hotel, upgraded accommodations (if available).

Credit to the Group for any guests displaced toward its rooms block pick up for purpose of this contract and for calculation of the Group complimentary room credit.

## 20. Indemnity & Liability Waiver

The government may not enter into an agreement to indemnify where the amount of the government's liability is indefinite, indeterminate, or potentially unlimited. Such an agreement would violate both the Antideficiency Act, 31 U.S.C. 1342, and the Adequacy of Appropriations Act, 41 U.S.C. 11, since it can never be said that sufficient funds have been appropriated to cover the contingency. Group cannot purport to bind the government to unlimited liability.

## 21. Mitigation

Hotel shall undertake all reasonable efforts to resell any unused or canceled rooms and/or function space. Hotel shall credit those revenues against any penalties, attrition fees, performance clause fees, or liquidated damages to be paid by Group. An audited statement of actual room usage and food and beverage for each day of the event shall be provided to the Group upon request.

## 22. No Alcohol

No alcohol or alcohol-related charges will be billed to or paid by Group.

## 23. Public Release of Information

Except as provided in the Statement of Work, work description, statutory requirement, or other provisions of this Agreement, no public release of information, including, without limitation, data, photographs, sketches, and advertising, announcements, denials or confirmations related to the work under this Agreement shall be made without the prior written approval of Group. Any request for approval shall include identity of the specific media as well as other pertinent details of the requested release.

## 24. Privity

The term "privity," as used herein, designates the relationship of right and duty that exists between the immediate parties to a contract. Hotel is in privity solely with Group. All legal relations involving the Hotel must be settled between Group and the Hotel, by reference to the common law of contracts between the two private parties.



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## 25. Resolution of Disputes

- (a) Hotel and Group agree to make good-faith efforts to settle any dispute or claim that arises under this Agreement through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, the parties shall consider the use of alternative disputes resolution (ADR). In the event non-binding mediation or arbitration is agreed upon, the site of the proceedings shall be Oak Ridge, Tennessee. Cost shall be allocated by the mediator or arbitrator, except that there shall be no pre-decisional interest costs, and each party shall bear its discretionary costs.
- (b)
  - (1) Where Hotel is a State agency, such as an Educational Institution, located in a state which by constitution or statute waives sovereign immunity, the applicable constitutional provisions or statute shall dictate the appropriate forum and law governing substantive issues.
  - (2) In all other cases, any litigation shall be brought and prosecuted exclusively in Federal District Court, with revenue in the United States Court for the Eastern District of Tennessee, Northern Division; In the event the requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in either Anderson, Knox or Roane County, Tennessee, in the Circuit or Chancery Court, as appropriate.
- (c) The parties agree that, subject to (b) (1), substantive issues presented for mediation, arbitration, dispute, claim, litigation, or other effort at resolution shall be determined in accordance with the laws of the State of Tennessee except for Federal Acquisition Regulation (FAR), Department of Energy Acquisition Regulation (DEAR), DOE Orders, DOE Regulations, DOE Systems of Record, DOE ORO Rules & Regulations, and any applicable U.S. Code section clauses which shall be determined in accordance with federal law. Article 2 of the Uniform Commercial Code as adopted by the state law governing substantive issues shall apply to services performed under this Agreement.
- (d) There shall be no interruption in the performance of the work, and Hotel shall proceed diligently with the performance of this Agreement pending final resolution of any dispute arising under this Agreement between the parties hereto or between Hotel and its lower-tier Hotel(s).

## 26. Security

Hotel agrees, in good faith, to protect all client property against loss or damage to the best of its ability.

## 27. Termination for Convenience

Group reserves the right to terminate this Agreement, or any part hereof, for the convenience of itself or the Government. In the event such termination, the Group shall deliver a notice specifying the extent and effective date. Hotel shall immediately stop all work terminated and shall immediately cause any and all of its affected suppliers and lower-tier Subcontractor(s) to cease work. Subject to the terms of this Agreement, Hotel shall be paid a percentage of the price reflecting the percentage of the work performed before the notice of termination, plus reasonable charges that Hotel can demonstrate to the satisfaction of Group using its standard record keeping system, have resulted from the termination. Hotel shall within 6 months of the effective date of the termination submit a final settlement proposal to Group. Hotel shall not be paid for any work performed or costs incurred which reasonably could have been avoided. In no event shall the agreed amount exceed the total price of the Agreement.

## 28. Federal Acquisition Regulation (FAR) Clauses

This Addendum incorporates certain provisions by reference. These clauses apply as if they were set forth in their entirety.

- (a) FAR 52.203-7 Anti-Kickback Procedures (MAY 2014)
- (b) FAR 52.203-8 Cancellation, Rescission, and Recovery of funds for Illegal or Improper Activity (MAY 2104)
- (c) FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
- (d) FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
- (e) FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)



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- (f) FAR 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)
- (g) FAR 52.215-2 Audit and Records - Negotiation (OCT 2010) - Alternate II (APR 1998)
- (h) FAR 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- (i) FAR 52.222-26 Equal Opportunity (APR 2015)
- (j) FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)
- (k) FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- (l) FAR 52.222-50 Combating Trafficking in Persons (MAR 2015)
- (m) FAR 52.222-54 Employment Eligibility Verification (AUG 2013)
- (n) FAR 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2014)
- (o) FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)
- (p) FAR 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- (q) FAR 52.223-6 Drug-Free Workplace (MAY 2001)
- (r) FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (s) FAR 52.225-1 Buy American - Supplies (MAY 2014)/ Modified by DEAR 970.2570 (NOV 2010)
- (t) FAR 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- (u) FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- (v) FAR 52.244-6 Subcontracts for Commercial Items (APR 2015)
- (w) DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010) (DEVIATION POLICY FLASH 2022-23) (OCT 2021)