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Standard Form (SF) 1449
(2 pages)

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449

RFQ NUMBER ***19TC1026Q0003***

PRICES, BLOCK 23

1.0 DESCRIPTION

The Contractor shall provide on-site travel management services to The U.S. Embassy, Abu Dhabi, United Arab Emirates, as described in this solicitation. The contract type is requirements type contract for all travel management services required by the agencies set forth in Section 1, paragraph 27.0. The contract will be for a one-year period from the date to start services set forth in the Notice to Proceed, with four one-year options to renew.

The Contractor shall provide at least one (1) dedicated travel management agent stationed on-site at the U.S. Embassy, as directed by the Contracting Officer or designated Government representative. The on-site travel agent shall provide full travel management services in support of official U.S. Government travel requirements.

2.0 TRANSACTION FEES AND COMMISSION REFUND PROCESS

2.1 Transaction Fee. The Government shall pay the Contractor a transaction fee based on a fixed rate per transaction. See also Section 1, continuation of block 20, paragraph 2.0, Definitions, and paragraph 17.0 for further information on handling of transaction fees. See also paragraph 15.0 for a further description of Government Travel Charge Card, Centrally Billed Account (CBA), and Government Travel Request (GTR) sales.

2.2 Reserved

2.3 PRICING

VALUE ADDED TAX (VAT)

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

2.3.1 – BASE YEAR PRICES

CLIN	Item/ Service Description	Unit of Measure	Estimated Number of Transactions	Price per Transaction in AED	Total estimated annual price in AED
001	On Site Services Flight Air Ticket Issuance Transaction Fee per itinerary	Each	1200		
002	On Site Services Flight Air Ticket Re Issuance Fee per itinerary	Each	200		
003	Emergency 24 x7 / After Office Hours Issuance Transaction Fee per itinerary	Each	110		
004	EMD Issuance – Excess baggage, Change Fees and other Misc. Airline fees Transaction Fee per itinerary	Each	20		
005	Rail / Bus / Ferry Transaction Fee per itinerary	Each	20		
006	Meet and Assist Svc. Transaction Fee per itinerary	Each	20		
007	Visa, lodging, rentals Transaction Fee per itinerary	Each	20		
008	Estimated Defense Base Act (DBA) insurance cost	Lot	1		
009	VAT	Lot	1		
				BASE YEAR TOTAL: AED	

2.3.2 – OPTION YEAR 1 PRICES

CLIN	Item/ Service Description	Unit of Measure	Estimated Number of Transactions	Price per Transaction in AED	Total estimated annual price in AED
1001	On Site Services Flight Air Ticket Issuance Transaction Fee per itinerary	Each	1200		
1002	On Site Services Flight Air Ticket Re Issuance Fee per itinerary	Each	200		
1003	Emergency 24 x7 / After Office Hours Issuance Transaction Fee per itinerary	Each	110		
1004	EMD Issuance – Excess baggage, Change Fees and other Misc. Airline fees Transaction Fee per itinerary	Each	20		
1005	Rail / Bus / Ferry Transaction Fee per itinerary	Each	20		
1006	Meet and Assist Svc. Transaction Fee per itinerary	Each	20		
1007	Visa, lodging, rentals Transaction Fee per itinerary	Each	20		
1008	Estimated Defense Base Act (DBA) insurance cost	Lot	1		
1009	VAT	Lot	1		
				OPTION YEAR 1 TOTAL: AED	

2.3.3 – OPTION YEAR 2 PRICES

CLIN	Item/ Service Description	Unit of Measure	Estimated Number of Transactions	Price per Transaction in AED	Total estimated annual price in AED
2001	On Site Services Flight Air Ticket Issuance Transaction Fee per itinerary	Each	1200		
2002	On Site Services Flight Air Ticket Re Issuance Fee per itinerary	Each	200		
2003	Emergency 24 x7 / After Office Hours Issuance Transaction Fee per itinerary	Each	110		
2004	EMD Issuance – Excess baggage, Change Fees and other Misc. Airline fees Transaction Fee per itinerary	Each	20		
2005	Rail / Bus / Ferry Transaction Fee per itinerary	Each	20		
2006	Meet and Assist Svc. Transaction Fee per itinerary	Each	20		
2007	Visa, lodging, rentals Transaction Fee per itinerary	Each	20		
2008	Estimated Defense Base Act (DBA) insurance cost	Lot	1		
2009	VAT	Lot	1		
				OPTION YEAR 2 TOTAL: AED	

2.3.4 – OPTION YEAR 3 PRICES

CLIN	Item/ Service Description	Unit of Measure	Estimated Number of Transactions	Price per Transaction in AED	Total estimated annual price in AED
3001	On Site Services Flight Air Ticket Issuance Transaction Fee per itinerary	Each	1200		
3002	On Site Services Flight Air Ticket Re Issuance Fee per itinerary	Each	200		
3003	Emergency 24 x7 / After Office Hours Issuance Transaction Fee per itinerary	Each	110		
3004	EMD Issuance – Excess baggage, Change Fees and other Misc. Airline fees Transaction Fee per itinerary	Each	20		
3005	Rail / Bus / Ferry Transaction Fee per itinerary	Each	20		
3006	Meet and Assist Svc. Transaction Fee per itinerary	Each	20		
3007	Visa, lodging, rentals Transaction Fee per itinerary	Each	20		
3008	Estimated Defense Base Act (DBA) insurance cost	Lot	1		
3009	VAT	Lot	1		
				OPTION YEAR 3 TOTAL: AED	

2.3.5 – OPTION YEAR 4 PRICES

CLIN	Item/ Service Description	Unit of Measure	Estimated Number of Transactions	Price per Transaction in AED	Total estimated annual price in AED
4001	On Site Services Flight Air Ticket Issuance Transaction Fee per itinerary	Each	1200		
4002	On Site Services Flight Air Ticket Re Issuance Fee per itinerary	Each	200		
4003	Emergency 24 x7 / After Office Hours Issuance Transaction Fee per itinerary	Each	110		
4004	EMD Issuance – Excess baggage, Change Fees and other Misc. Airline fees Transaction Fee per itinerary	Each	20		
4005	Rail / Bus / Ferry Transaction Fee per itinerary	Each	20		
4006	Meet and Assist Svc. Transaction Fee per itinerary	Each	20		
4007	Visa, lodging, rentals Transaction Fee per itinerary	Each	20		
4008	Estimated Defense Base Act (DBA) insurance cost	Lot	1		
4009	VAT	Lot	1		
				OPTION YEAR 4 TOTAL: AED	

2.3.6 – 52.217-8 – OPTION TO EXTEND SERVICES (6 MONTHS)

NOTE to Quoters: Quoters are encouraged to complete the following pricing table for price evaluation purposes and FAR Clause 52.217-8 Option to Extend Services for 6 months. The cost/price information provided will be used to evaluate the total price of the award for all options in 52.217-9 Option to Extend the Term of the Contract and 52.217-8 Option to Extend Services plus the total price for the basic requirement **ONLY**. *The price offered in the table below will not be included in the total contract award amount*; however, if you choose not to provide any cost/price information for each line item below, your Price Proposal will be considered incomplete, labeled as failure to follow instructions, and no further consideration will be given.

CLIN	Item/ Service Description	Unit of Measure	Estimated Number of Transactions	Price per Transaction in AED	Total estimated annual price in AED
5001	On Site Services Flight Air Ticket Issuance Transaction Fee per itinerary	Each	1200		
5002	On Site Services Flight Air Ticket Re Issuance Fee per itinerary	Each	200		
5003	Emergency 24 x7 / After Office Hours Issuance Transaction Fee per itinerary	Each	110		
5004	EMD Issuance – Excess baggage, Change Fees and other Misc. Airline fees Transaction Fee per itinerary	Each	20		
5005	Rail / Bus / Ferry Transaction Fee per itinerary	Each	20		
5006	Meet and Assist Svc. Transaction Fee per itinerary	Each	20		
5007	Visa, lodging, rentals Transaction Fee per itinerary	Each	20		
5008	Estimated Defense Base Act (DBA) insurance cost	Lot	1		
5009	VAT	Lot	1		
OPTOIN TO EXTEND SERVICES (6 MONTHS) TOTAL: AED					

2.3.7 TOTAL FOR BASE AND ALL OPTION YEARS:

Base Year Total	AED
Option Year 1 Total	AED
Option Year 2 Total	AED
Option Year 3 Total	AED
Option Year 4 Total	AED
52.217-8 – Option to Extend Services (6 months) Total	AED
GRAND TOTAL OF BASE YEAR PLUS ALL OPTION YEARS	AED

MINIMUM / MAXIMUM

The contract guarantee minimum for the entire contract is 1000 transactions annual. The maximum contract for base and all option years is 9000 transactions in 5 years total. This reflects the contract minimum guarantee for each period of performance. The amount of all orders, for base and all option years shall not exceed To Be Determined (TBD). This reflects the contract maximum.

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CONTINUATION TO SF-1449
RFQ NUMBER ***19TC1026Q0003***
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.0 SCOPE OF WORK

1.1. The Contractor shall provide corporate travel services for official domestic and international travel of Government employees and their dependents. Domestic and international travel includes travel within the country in which the U.S. Embassy Abu Dhabi, United Arab Emirates is located and travel outside that country, including travel within the U.S. and other countries.

The Contractor shall provide at least one (1) dedicated travel management agent stationed on-site at the U.S. Embassy, as directed by the Contracting Officer or designated Government representative. The on-site travel agent shall provide full travel management services in support of official U.S. Government travel requirements.

The corporate travel services that the Contractor shall provide include:

- **Transportation Reservations and Ticketing**
  - The Contractor shall arrange travel reservations and ticket issuance for air, rail, and other authorized transportation carriers when available.
  - Services shall include:
    - Issuance and delivery of electronic or paper tickets, as applicable.
    - Advance seat assignments when permitted by the carrier.
    - Advance boarding passes if on special request when airlines allow

- **Computer Reservation System (CRS) / Global Distribution System (GDS)**
  - The Contractor shall utilize a Computer Reservation System (CRS) that interfaces with a recognized Global Distribution System (GDS) for the booking and management of airline reservations.
  - The reservation system shall:
    - Provide access to commercial airline schedules, fares, and availability.
    - Securely store passenger data, including but not limited to:
      - Frequent flyer program information
      - Passenger name records (PNR)
      - Traveler preferences and profiles
      - Traveler meal preferences
    - Comply with applicable data protection and information security standards PII.

- **Hybrid Reservation Capability**
  - The Contractor shall maintain the capability to book and issue paperless reservations with low-cost, within budget on economical carriers not fully integrated into traditional GDS platforms.
  - The system shall support hybrid reservation environments, including:
    - E-ticket platforms
    - Codeshare agreements
    - Interline airline ticketing arrangements.

- **On-Site Travel Agent Requirement**

  The Contractor shall provide at least one (1) dedicated travel management agent stationed on-site at the U.S. Embassy, as directed by the Contracting Officer or designated Government representative. The on-site travel agent shall provide full travel management services in support of official U.S. Government travel requirements.

  The Contractor shall ensure the on-site travel agent is equipped with a fully functional travel workstation, including not limited to:

  A dedicated internet connection suitable for travel reservation systems.

  A computer system and monitor capable of supporting travel booking operations.

  Access to a fully operational Global Distribution System (GDS) and associated Computer Reservation System (CRS) platforms.

  The system shall comply with applicable U.S. Government information security and operational standards.

  The Contractor shall maintain the workstation and associated systems in continuous operational status to ensure uninterrupted support of official U.S. Government travel requirements.

- **Traveler Itineraries and Electronic Ticket Documentation**
  - The Contractor shall provide travelers with detailed travel itineraries for all confirmed reservations.
  - Documentation shall include:
    - Electronic ticket (E-ticket) copies
    - Flight segment details
    - Fare basis and ticket numbers
    - Detailed fare pricing breakdown, including taxes, fees, and carrier-imposed charges.
    - Final E Ticket invoice with billing details to GSO Travel office.

- **Airline Billing Reports**

  The Contractor shall generate and provide airline billing reports derived from the Contractor's travel booking database and reservation systems. Reports include detailed information on:

  Airline tickets issued.

  Fare amounts, taxes, and fees

  Passenger name records (PNR)

  Ticket numbers and transaction dates

  Reports shall be made available to authorized Government personnel in a format suitable for financial review and audit purposes.

- **Central Billed Account (CBA) Reconciliation**

  The Contractor shall provide automated reconciliation of travel charges incurred through the U.S. Government Central Billed Account (CBA). Reconciliation shall include:

  Airline E Tickets

  Travel contractor Invoice reflecting the transaction fee charge to USG.

  Travel-related services and associated charges

  The Contractor shall ensure reconciliation is performed accurately and in accordance with Government financial management and travel card policies.

- **Segregation of Billing Accounts**

  The Contractor shall ensure proper segregation and invoicing of travel charges by billing type, including:

  Central Billed Accounts (CBA)

  Individually Billed Accounts (IBA)

  Direct Airline Billing (GTR)

  Personal Travel cards (PER)

  Monthly Billing and Reconciliation Reports

  Clearly identify official travel transactions versus personal travel transactions.

  Support financial verification, audit readiness, and contract compliance.

The Contractor shall provide monthly billing and reconciliation reports to USG by the end of each billing cycle or calendar month. Reconcile all travel transactions with the U.S. Government State Travel Card Program records.

- Include, store to file seat selection, known traveler number (TSA pre-check and frequent flyer numbers) and meal preferences for each traveler in the airline booking system.
- 24 / 7 call center dedicated Embassy phone line after office for Embassy traveler support and travel snafus especially to attend calls during US working hours.
- The Contractor shall provide travel services and support for U.S. Government employees and their dependents who request personal deviations from authorized itineraries related to official, U.S. Government-funded travel.
- An individual seeking a personal deviation from official travel must use the Contractor's services to arrange the deviation if the Contractor can ticket through the common carrier(s) and fare(s) requested by the traveler.
- The Contractor may not charge a cost construct fee in addition to the transaction fee for the official portion of the travel.
- The traveler is responsible for the payment of the cost construct fare difference on traveler's personal card. The Contractor shall post and publish the transaction fees associated with the personal deviation service.
- Any questions or clarifications as to whether a particular individual should receive travel services under this contract shall be directed at the Contracting Officer or the Contracting Officer's Representative.
- Upon request by employees or other persons with disabilities traveling on official business, the Contractor shall arrange all necessary and reasonable accommodation.
    - Accessible or appropriate airline seating arrangements.
    - In-terminal transfers and assistance within airports.
    - Accessible ground transportation services.
    - Barrier-free or otherwise accessible lodging that meets applicable accessibility standards.
    - The Contractor shall ensure that all arrangements are made in a timely manner and comply with applicable accessibility requirements and best practices.

- **Personal (Unofficial) Travel Services:**

  - Upon request, the Contractor shall provide complete personal travel services and support on an open-market basis for Government employees and their dependents seeking personal (unofficial) travel arrangements.
  - Use of the Contractor's services for personal travel shall be voluntary, and no individual shall be required to utilize the services provided under this contract for personal travel.
  - Transaction fees specified in the Pricing section of this contract shall apply only to official travel.
  - The Contractor shall be responsible for publishing and clearly communicating the transaction fees applicable to personal travel services.
  - Official travel bookings shall take precedence over requests related to personal or leisure travel arrangements.

- **PII Protection and Data Security:**

The Contractor shall maintain the highest level of responsibility for the collection, storage, protection, and management of all Personally Identifiable Information (PII) associated with U.S. Government travelers.

- Passport and travel document data
- Credit card and payment card information
- Airline frequent flyer and traveler profile information
- Travel itineraries, travel dates, and reservation records

All traveler data and records generated under this contract shall be treated as sensitive and protected information. The Contractor shall implement secure data handling procedures to prevent unauthorized access, disclosure, or misuse of PII.

Access to PII shall be restricted to authorized U.S. Government (USG) officials only and strictly limited to personnel with an official need to know.
The Contractor shall not release or disclose any traveler information without prior authorization from the Government, specifically the:

- General Services Office (GSO), or
- Contracting Officer's Representative (COR).

.
The Contractor shall ensure that no PII or sensitive traveler data is transmitted, disclosed, or shared with external parties or third-party sources without explicit Government approval.
The Contractor shall implement safeguards to prevent data breaches, unauthorized disclosures, or data spillage outside authorized Government channels.

In the event of any suspected or confirmed data breach involving PII, the Contractor shall immediately notify the Government and take corrective actions in accordance with applicable U.S. Government incident response procedures.

- **Lodging Reservations**
  - The Contractor may provide support and guidance on lodging accommodations in accordance with applicable Government travel policies and traveler preferences when provided.
- **Commercial Rental Car Services**
  - The Contractor shall coordinate commercial automobile rental services with authorized rental car vendors and provide available vehicle options at the traveler's destination.

- **Visa and Entry Requirements Guidance**
  - The Contractor shall provide current and accurate guidance regarding:
    - Entry visa requirements
    - Transit visa requirements
    - Other applicable international travel documentation requirements based on traveler nationality and destination.

2.0 DEFINITIONS AND ACRONYMS

Agency – U.S. Government activity at post, such as State Department, Foreign Commercial Service, or Foreign Agricultural Service.

ARC - Airlines Reporting Corporation. Website: https://www2.arccorp.com/

Authorized Itinerary – The:
• Lowest cost.
• Usually traveled routing.
• Between a traveler's authorized origin and authorized destination.
• On the authorized date of travel (for travel that is date-specific).
• In the authorized class of service.
• Using the fare type (unrestricted or restricted) authorized.
• That complies with the GSA City Pair Program
• And complies with the Fly America Act, the US government federal travel regulations and the Mission Travel Policy.

Business Day – Monday to Friday, except holidays listed in Section 2, DOSAR 652.237-72, "Observance of Legal Holidays and Administrative Leave".

BSP – IATA Billing and Settlement Plan

CBA - Centrally Billed Account. A Charge Card Account established by the General Services Administration. The Department of State has selected Citibank Visa Charge Cards. The contractor will provide the CBA via the GDS to the airlines such that the airline is the merchant for the air ticket cost. The contractor may only charge the CBA for transaction fees, not for airline tickets.

Commission - Amount paid to the Contractor by another entity not a party to this contract, such as an airline, hotel or rental car, for each airline ticket the Contractor books with that entity.
COR - Contracting Officer's Representative. See Section 2, DOSAR 652.242-70, Contracting Officer's Representative (COR)

Cost Construct – Travel that deviates from the authorized itinerary or authorized class of service. The Government will pay no more than the value of the authorized itinerary. A traveler-requested deviation from the date(s) of travel on their travel authorization shall not constitute a cost-construct unless, as a result of the date change, the base fare changes relative to the base fare of the authorized itinerary

DS-4022 – Exception Form for us of non-contract carrier
DS-3093 – Exception Form for use of Foreign Flag Carrier
DS-4087 – Exception Form for Premium/Business Class Travel

DSSR – Department of State Standard Regulations

Embassy – The Embassy of United States of America Abu Dhabi
Also refers to any consulates listed in paragraph 1.1 above.

Emergency - An unforeseen combination of circumstances that calls for immediate action. The term emergency includes, but is not limited to, disasters, forest fires, evacuations, floods, and civil unrest.

Federal Travel Regulation (FTR) - See 41 CFR Chapters 300-304. Chapter 301 governs travel and transportation allowances for Federal civilian employees. except for DOD personnel, who are subject to the JTR. The regulation can be accessed at website: https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation-ftr

Fly America Act - See 49 U.S.C. 40118. The Fly America Act requires Federal employees and their dependents, consultants, contractors, grantees, and others performing United States-financed air travel to travel by U.S. flag carriers. Details contained 41 CFR 301-10.131 through 301-10.143 and 6 FAM 135.

GDS – U.S. Global Distribution System – used by travel agencies to reserve and ticket travel services.

Government - U.S. Government, including all participating U.S. Government agencies.

GSA - U.S. Government General Services Administration.
GTR - Government Travel Request issued on an electronic SF-1169 which is provided to a carrier or a carrier's agent to procure passenger transportation services for the account of the U.S.

Government. GTRs are used when an airline will not accept the CBA as the merchant. The GTR shall be used as a supporting document with the bill for the transportation charges.
Hotel and Motel Fire Safety Act of 1990 - Public Law 101-391, September 25, 1990. An Act to amend the Federal Fire Prevention and Control Act of 1974 to allow for the development and issuance of guidelines concerning the use and installation of automatic sprinkler systems and smoke detectors in places of public accommodation affecting commerce, and for other purposes.
Hotel and Motel Fire Safety Act National Master List - Places of public accommodation in the United States and its territories that meet the fire prevention and control guidelines under the Hotel and Motel Fire Safety Act. Current information is also available on the internet at *http://www.usfa.fema.gov/hotel*.

IBA – Individually Billed Account, certain travelers (primarily U.S. direct hires) may be eligible to hold a U.S. Government contractor-issued individually billed account (IBA), commonly referred to as a travel card. An IBA should be used to procure transportation for official travel only when a CBA cannot be used or when travel is of an unanticipated, emergency nature and arranging travel through a TMC, thus using a CBA, would prevent accomplishment of the purpose of travel.

Indirect Travel – Travel that deviate, in routing, from the routing of the authorized itinerary.

JTR – Military Joint Travel Regulations

Lowest Available Fare - Except for the constraints of the airline contract program described in Section 1, continuation of block 20, paragraph 3.2.2 and the Fly America Act, Section 1, continuation of block 20, paragraph 3.2.3, the Contractor shall book the lowest available fare in accordance with agency policy, if any, as expressed in the contract. If reservations made by the Contractor are not at the lowest available rate allowed, at the time of ticketing, the Contractor shall refund the difference to the Government.

Media - A broad spectrum of methods used to provide a permanent record of communications (examples include paper, Electronic Data Interface (EDI), electronic, optically stored media, computer disks, or any other acceptable method of available communication).

OBT – The Online Booking Tool is provided by CWT Sato using the “Get There” program

Official Travel - Travel that is paid for and/or for which the traveler is reimbursed by the Government.

Open Skies Agreement – The EU Open Skies agreement can be a valid exception to the Fly American Act. Other Open Skies agreements are not as liberal as the EU agreement.

Personal Travel - Travel that is paid for by the employee/dependent and for which reimbursement will not be provided by the Government.

PNR - Passenger Name Records
Post – Embassy, consulate general, consulate, consular agency, presence post, branch office, or mission of the United States.

Premium Class Travel Report – Report, by agency, containing all Premium Class travel tickets issued by the contactor where the USG authorized Premium Class Travel

Refund - Ticket refund consists of the value of the ticket but does not include transaction fee or other service fee associated with issuing of the ticket. For billing purposes under this contract, a refund is not a separate transaction.

SOP – Standard Operating Procedures – Document provided by Contractor to Post detailing processes and procedures for service delivery of all contract requirements

Standard Carrier Alpha Code (SCAC) - Used by the Government to audit the Contractor's billings. SCAC code may be obtained from the National Motor Traffic Association, Inc. 2200 Mill Road, Alexandria, VA 22314; telephone (703) 512-1800. The current cost is $28.00 ($24.00 to renew). The SCAC is only applicable if a GTR is used for payment.

Taxes and Fees - Charges for transportation imposed on travelers by other authority, such as U.S. Government federal taxes, airport passenger facility charges.

Tenant agencies – Other U.S. Government Agencies assigned to a given Embassy
Transaction - Issuance of a ticket for common carrier transportation, or changes to that ticket after issuance. Other travel reservations associated with the travel under that ticket, including but not limited to, hotel reservations, car rental, and other traveler services, are not considered a transaction for purposes of charging a transaction fee.

Transaction Fee - Fee, charged by the Contractor, for issuance of a ticket for common carrier transportation or changes to that ticket, after issuance. Paragraph 17.0 addresses when a transaction fee may be charged for a transaction.

Travel Authorization - Document authorizing official Government travel. May also be referred to as Travel Order.

Travel Management Center (TMC) - A commercial travel firm under contract to The Embassy of United States of America Abu Dhabi provides reservations, ticketing, and related travel management services for Federal travelers.

Travel Services - Transportation reservations, for all modes of transportation, issuance and delivery of tickets, itinerary and invoices, reservations for lodging and vehicle rental services; and ancillary support related to travel.

User- Friendly - Ease of use geared towards those with a rudimentary or limited knowledge of computer systems and operations. The knowledge base includes how to log on and off the system, simple menu-based functions in a typical graphical user interface Windows-like environment, (for example, as point and click functions such as file, open, close), simple one-step commands, such as search, print and save.

3.0 CONTRACTOR REQUIREMENTS FOR PROVIDING OFFICIAL TRAVEL SERVICES

3.1 ESTABLISHMENT OF A TRAVELER'S AUTHORIZED ITINERARY

3.1.1 Upon receipt of a travel authorization, the contractor is responsible for determining a traveler's authorized itinerary. The Contractor is not separately paid to establish the authorized itinerary since such work does not constitute a transaction under the terms of this contract. There is often a degree of subjectivity involved in the establishment of a traveler's authorized itinerary, with an inherent tension between the principles of economy (lower cost) and efficiency (shorter or more convenient travel). The Contractor shall make authorized itinerary determinations that balance these principles in accordance with "reasonable person" and "prudent traveler" standards.

3.1.2 Any deviation from the authorized itinerary (other than a deviation in date that does not change the fare) constitutes a cost-construct. The value of the authorized itinerary determines the basis of any traveler-requested cost-construct. (Note: all indirect travel is cost-constructed, but not all cost-constructed travel is indirect.)

3.1.1.1 Should the traveler's deviation from the authorized itinerary result in common carrier transportation costs in excess of the value of the authorized itinerary, the traveler is responsible for paying the difference prior to or simultaneous with the issuance of the ticket(s).

3.1.1.2 In cases when the value of the cost-constructed itinerary is less than the value of the authorized itinerary, savings accrue to the USG, not to the traveler or to the Contractor, and may not be used to offset any other expense, such as a Contractor-charged cost-construct service fee.

3.1.3 When a traveler disputes that the Contractor-established itinerary should constitute their authorized itinerary in accordance with USG travel regulations, the traveler may request a review by the GSO or Management Officer at the relevant post, who will either concur with the Contractor's determination or identify an alternate itinerary that constitutes the traveler's authorized itinerary. The Transportation and Travel Management division in Washington, DC has the authority to make a final determination regarding the itinerary that constitutes a traveler's authorized itinerary.

3.1.4 For traveler-initiated online bookings, the traveler is expected to select itinerary components that comply with the FAM, FTR, and/or JTR. The Contractor is responsible only for identifying non-compliant selections, such as those that result in lost savings, and for preventing

the issuance of tickets for selections that would be inconsistent with the traveler's authorized class of service, with the provisions of the GSA City Pair program, or with the Fly America Act.

3.2 TRANSPORTATION

3.2.1 The Contractor shall comply with mandatory Government programs for air travel. Except for the constraints of the "City Pair Program" noted below, and the Fly America Act, the Contractor shall offer the lowest available fare that complies with the agency's mission requirements and the Mission Travel Policy, as well as check for lower fare at time of final ticketing. If reservations made by the Contractor are not at the lowest available rate allowed by policy, the Contractor shall refund the agency the difference.

3.2.2. CITY PAIRS PROGRAM

3.2.2.1. GSA has awarded contracts to certain airlines for reduced air fares between numerous city/airport pairs. The use of the contract air service (e.g., 'YCA', '_CA') fare types is mandatory for official Government travel (which includes all travel funded by the Government), unless the Government approves the use of non-contract fares under the exceptions specified in the FTR and 14 FAM 524.1. Note, use of the contract carrier offers a lower fare other than their YCA and /or CA fares, the use of the lower fares is permissible if the fare types selected are with policy. In domestic markets only, in cases of separate contract awards between specific airports in cities, the traveler may use the airport that best meets their needs without further justification. U.S. Government fares are loaded into every GDS as a passenger type. U.S. Government fares are not corporate fares. These contract fares may be obtained only by using a CBA, IBA or GTR as the form of payment for the ticket.

3.2.2.2. Promotional or other types of discount fares can be used on contract city/airport pair routes if they are offered by the contract carrier and are lower in cost than contract fares. Contract fares shall not be used for any personal travel, including those instances where portions of personal travel are substituted for a leg of an officially authorized trip.

3.2.2.3. There are a limited number of non-contract fares (YDG or similar), restricted to official Government travelers, which are obtainable only with a GTR, IBA, or CBA. Such fares can only be used when contract fares are not available or when offered by the contract carrier in that city/airport pair route at a lower cost than the contract fare. Valid FAM exceptions for pet travel are authorized.

3.2.2.4. When non-contract carriers offer restricted or unrestricted coach fares to the general public which are lower than the Government contract fares, the Contractor shall only use such lower fares on the application of exceptions contained in the current GSA Airline City-Pair Program. GSA contracts annually for air passenger transportation services between designated city/airport pairs. Since the contract is awarded annually the contractor must check the most current contract found on the GDS or on the GSA Website.

3.2.2.5. Restricted fares which provide for a monetary penalty for itinerary changes or flight cancellations shall not be used without the written consent of Mission Management, such as being noted in the Mission Travel Policy. When restricted fares have been authorized, the Contractor shall include a description of the applicable fare rules in the itinerary confirmation. The contractor shall refer to the Mission Travel Policy and other Post resources.

3.2.2.6. As a last resort, the Contractor shall provide lowest unrestricted fare if no reduced fares are available, as the U.S. Government must use the lowest unrestricted or lowest restricted fare within policy without regard to fare bucket (e.g., if a B class fare is available and unrestricted, a Y class fare cannot be booked).

3.2.2.7 The airlines provide OSI entries to turn off ticking time limits for U.S. Government fares. U.S. fares generally require ticking 48-72 hours in advance per the fare rules.

3.2.3 The Fly America Act generally precludes use of non-US flag carriers, except as provided in the FTR, Foreign Affairs Manual, and 14 FAM 583.

3.2.4. The Contractor shall provide the Government with the reservation and ticketing services which industry practice normally accords corporate or private travelers, to include new and improved reservation and ticketing technologies. These shall include a 24-hour, toll-free number available to travelers to perform emergency itinerary changes and emergency services outside regular business hours. The Contractor shall be responsible for ensuring that any subcontractor providing such emergency service complies with all conditions of the contract.

3.2.5. The Contractor may only issue premium class tickets for which the Government will have to pay an additional amount when the accompanying travel orders provide authority for that travel. This does not apply to situations in which frequent flyer benefits will be used to obtain the premium class tickets. Premium class tickets reports are required to be given to the GSO.

3.2.6. Back-to-back faring, issuing round trip tickets for one way travel or hidden city ticketing and additional commission mark ups on all fares are prohibited under this contract.

3.2.7. The Contractor shall provide the traveler with advanced seat availability when made available by a carrier at no charge.

3.2.8. The Contractor shall adjust for any change(s) in flight, train, schedules. Tickets and billings shall be modified or reissued to reflect these changes.

3.2.9 The Contractor shall adjust for any change(s) in flight, or train, schedules. Tickets and billings shall be modified or reissued to reflect these changes.

3.2.10. The Contractor shall make a timely effort to notify travelers of airport closings, canceled or delayed flights or trains. The Contractor shall promote the use of APP technologies such as CWTSateToGo, trip case, tripit etc. to provide real time flight and gate changes.

3.2.11 The Contractor's air reservation system shall have the capacity to issue air tickets using any of the Government's corporate or other discount rate codes.

3.1.12 The Contractor shall assist the travelers and liaise with the airlines for any change(s) in flight within the 24-hour period before departure time.

3.1.13 The Contractor shall maintain the ability to accept two forms of payment when executing cost construct travel.

3.3. LODGING

3.3.1. The Contractor shall provide lodging reservation services. These services include initiating and confirming reservations and confirming the rate at which the reservation is made.

3.3.2. Where the Government has agreements with hotels/motels for discount Government rates, the Contractor shall endeavor to obtain such rates for Government travelers. (Frequently these rates are capacity controlled.) If it is necessary to obtain Government rates, the Contractor shall call such hotels directly, rather than by toll-free numbers. The Contractor shall also make available to the Government any lower-priced, guaranteed corporate or other discount rates it has negotiated at these or other hotels. The Contractor shall also look for Fed Rooms Government Rates. The Contractor shall endeavor to book rates that are within the per diem amount for the traveler's authorized lodging location unless otherwise requested by the traveler. The Contractor shall identify any rate booked that exceeds the per diem amount by including a noticeable indicator on any travel document or itinerary

3.3.3. Final selection of accommodations rests with the traveler. If reservations made by the Contractor are not made at the lowest Government rate available, the Contractor shall refund the Government the difference. Since final selection of accommodations rests with the traveler, the reservations made by the Contractor shall be made at the lowest available rate that complies with the traveler's request, or the Contractor shall refund the Government the difference. Lodging reservations for Federal Government employees on official business shall comply with the Hotel and Motel Fire Safety Act of 1990 (see Definitions). Selected lodging shall comply with the Hotel and Motel Fire Safety Act of 1990, if available, unless an exception is granted by the COR. As stated in the definition in paragraph 2.0, the Hotel and Motel Fire Safety Act of 1990 only applies to the United States and its territories.

3.4. RENTAL VEHICLES

3.4.1 The Contractor shall reserve commercial vehicles for Federal travelers, if requested. Defense Travel Management Office (DTMO) has negotiated Government discount rates on an unlimited mileage, flat daily or weekly basis with major automobile rental companies. Participating locations of these companies have agreed to make these rates available to civilian as well as military employees. These companies and their established discount rates are the first source for Federal travelers, as required by the FTR. Considering daily or extended rates, the Contractor shall reserve vehicles from these sources or, if no vehicles are available at Government rates, from other firms at the lowest total cost available to the traveler, which includes full loss/collision damage waiver (LDW/CDW), to the traveler.

3.4.2. Under the FTR, it is incumbent upon the traveler to be prudent in selecting the method of ground transportation that best meets the mission's needs.

3.5. RELATED SERVICES

3.5.1. Health Requirements. The Contractor shall provide travelers with advice on necessary health requirements, including types of inoculations and vaccinations whether required or suggested for foreign travel.

3.5.2. Local Conditions. The Contractor shall provide information and advice on conditions at the various foreign destinations, including climatic conditions, type of clothing which are appropriate or essential, national, and religious holidays, location of American embassies and consulates, etc.

3.5.3. Foreign Currency Information. The Contractor shall provide technical advice on such matters as foreign currency exchange rate and transactions, securing auto insurance in conjunction with foreign automobile rentals, excess baggage requirements and fees.

3.5.4. Visas. The Contractor shall assist travelers in obtaining visas for foreign travel. The Contractor is required to provide at no cost to the Government, daily visa deliveries/pickups not to exceed five separate delivery/pick-up points per day. This includes pickup and delivery of passports and visas between the Embassy and other foreign embassies, or processing points located within the servicing city or area, on a daily or as needed basis.

3.5.5. SEMINARS AND MEETINGS

The Contractor shall make all arrangements necessary for the presentation of conferences, seminars and meetings for official Government requirements. The Contractor may charge a nominal fee to USG (to be decided at the time of event) for this service, as further outlined in paragraph 17.0. Arrangements shall include:

- the reservation of meeting or classroom space.
- audio-visual equipment.
- attendee lodging.
- meals;
- breakout rooms; and
- transportation to seminar meeting site.

The Contractor shall make the reservations requested by the U.S. Government employee for this official function regardless of whether travel is involved. The Contractor shall document that such services are competitively obtained from the lowest-cost vendor that complies with requesting agency's quality standards. The agency retains ultimate responsibility for contracting with the facility, auditing final bills, and issuing deposits and/or payment to the facility.

3.5.6. INFORMATION PAMPHLETS

3.5.6.1. The Contractor shall develop, print, and deliver to the Government, pamphlets listing procedures for traveler use of the services under this contract. These should be approximately pocket or letter size, about two pages long, and should provide Contractor phone numbers and other relevant information. The Contractor shall prepare as many pamphlets as required by the Government, subject to approval by the COR, who shall review the pamphlet before it is printed and delivered in quantity to the Government. The Contractor shall maintain at its expense a sufficient supply of these pamphlets throughout the duration of the contract and furnish additional quantities after the initial quantity, when requested by the COR.

3.5.6.2. Additionally, the Contractor shall include one pamphlet with each ticket and itinerary package ordered during the first quarter of the contract period (first three months), and the first quarter of any option years extended under the term of any resulting contract(s).

3.5.6.3. Health and Accident Insurance for Local Employee Staff Out of Country Travel. The Contractor shall also, if requested, provide, on an open-market basis, support for Local Employee Staff in procuring Health and Accident insurance for out of country travel.

3.5.7. Special Fares/Packages - The Contractor shall advertise special fares/packages and tours in the Embassy weekly newsletter. The Contractor shall make arrangements for this advertisement with the COR.

3.6. Traveler's Itineraries - The Contractor shall provide to each traveler a complete, electronic itinerary document including, but not limited to the following:

- carrier(s) both marketing and operating;
- flight, or train, number(s);
- if applicable, annotate that the traveler refused the contract or lowest fare offered;
- departure and arrival time(s) for each segment of the trip;

- name, phone number, location, room rate(s), confirmation number of hotels/motels booked by the contractor at each destination and guaranteed arrival check-in time, cancellation requirements; and where applicable, tax-exempt information. If requested by the Government, the Contractor shall include a clear statement regarding compliance with the Hotel and Motel Fire Safety Act of 1990. If requested, the statement shall read as follows: "The lodging selected satisfies (or does not satisfy) the requirements of the Hotel and Motel Fire Safety Act of 1990." The Government would only make this request if travel will be within an area covered by this Act.
- Seat Assignment whenever possible and if offered free of charge by the airline.
- vehicle rental company, to include name and toll-free telephone number of supplier, pickup and return dates, location of pickup, confirmed rate and confirmation number and, where applicable, special pickup instructions and hours of operation, notably for off-airport suppliers.
- Itemized statement of transaction fee;
- Ticket number for all tickets issued;
- Fare bucket booked for each flight (air travel only);
- local and toll-free numbers, (toll-free only if available in the country in which these services are provided) for both the servicing office and the after-hours emergency services location.
- a statement and a copy of the passenger receipt coupon of all charges associated with the transportation ticket, including the ticket number, price, fare basis code, any fare restrictions, fees charged and a description of those fees.
- Copy of the e-ticket receipt.
- if use of a non-contract carrier is authorized, the Contractor shall annotate one or more of the following reasons to show contract city-pair coverage and agency justification for non-use. The Contractor may use alpha or numeric codes for representation.
    - Space or scheduled flights are not available in time to accomplish the purpose of travel, or use of contract service would require the traveler to incur unnecessary overnight lodging costs which would increase the total cost of the trip; or
    - The Contractor's flight schedule is inconsistent with explicit policies of individual Federal departments and agencies, where applicable, to schedule travel during normal working hours; or
    - A non-contract carrier offers a lower fare available to the general public, the use of which will result in a lower total trip cost to the Government, including the combined costs of transportation, lodging, meals, and related expenses. Note: This exception does not apply if the contract carrier(s) offers a comparable fare and has seats available at that fare, or if the lower fare offered by a non-contract carrier is restricted to Government and Military travelers on official business and may only be purchased with a GTR or Government contractor issued general charge card, such as, YDG, MDG, ODG, VDG and similar fares.

- Listing of ticket numbers for the complete itinerary with price of the ticket to include the TMC service fee being charged. The Itinerary Invoice is a system generated document provided by the GDS;
- Name and address of lodging;
- Nightly rate for lodging (both "base" (pre-tax) and fully encumbered (inclusive of tax and any mandatory fees imposed by a government or hotel/motel);
- Name of rental car provider;
- Pick-up and drop-off locations for car rentals.
- If required by post, an official tax invoice;
- This document shall be presented in a manner that is not readily editable, such as an automated document generated by a GDS. Easily modifiable documents, such as MS Word, are not acceptable.

3.7. TICKET DELIVERY

3.7.1. E-tickets shall routinely be provided at GSO Travel office requests with no specific submission timeline. Once a request is queued to TMC, the contractor books the E Ticket immediately or if earlier ticketing is required by the airline. The Contractor shall deliver tickets only to employees designated by the Government. Specific requests for posts and other tenant agency policies will de detailed in the TMC Standard Operating Procedures. The Contractor shall provide e-ticket receipts with the Itinerary Invoice.

3.7.2. Travelers shall be provided with an itinerary and confirmation number in advance of travel. The Contractor shall issue tickets for authorized travel in advance of travel and must have received an approval travel authorization to do so. In addition, to the itinerary invoice, the Contractor shall provide copies of all e-ticket receipts.

3.7.3 Tickets should include frequent flyer numbers if provided in advance by travelers. The Contractor's air reservation system should securely store and automatically add those numbers to issued tickets.

3.8. MANAGEMENT REPORTS AND DELIVERABLES

The Contractor shall provide the Government with management information reports. As a minimum, the Contractor shall develop the following reports which shall be delivered within the time frames set forth in Section 1, continuation of block 20, paragraph 10.0: All ticketing level data is to be available to the Embassy or Department of State Travel and Transportation Management Division when requested.

3.8.1. QUARTERLY PROBLEMS AND SOLUTIONS REPORT – The Contractor shall provide a concise quarterly narrative of the Contractor's activities. This report shall identify problems and recommend solutions. The report shall include suggestions to enhance service,

where appropriate. The Government encourages interim reports, as deemed necessary by the Contractor;

3.8.2. QUARTERLY SALES ACTIVITY REPORT - The Contractor shall provide a concise quarterly narrative of the Contractor's activities. This report shall identify problems and recommend solutions. The report shall include suggestions to enhance service, where appropriate. The Government encourages interim reports, as deemed necessary by the Contractor.

3.8.3. RECONCILIATION REPORT OF TRANSPORTATION BILLINGS

3.8.3.1. The Contractor shall provide automated reconciliation of transportation billings charged through user agencies' CBA accounts. The Contractor shall use an automated accounting system with direct interface among the reservation, ticketing, and accounting elements so that all passenger reports and summary data are automatically generated from point-of-sale information. The accounting system shall also capture ticketing data not originating in the GDS. To facilitate automated reconciliation, the Contractor shall include the Government supplied fiscal data as a reference item when making charges to the CBA account. The Contractor shall participate in enhanced data transmission to the CBA card vendor when requested, at no additional cost to the Government.

3.8.3.2. Agencies participating in the Government's charge card program have agency CBA accounts established with the charge card company. The Contractor will be provided with the CBA billing as a PDF or Excel file to perform automated reconciliation of accounts, The Contractor shall reconcile charges, no later than five (5) working days from receipt of the charge card vendor's billing statement. The Contractor shall log the dates when the CBA invoice is received by each post and the dates when the reconciliation is submitted back to posts.

3.8.3.3 The Contractor shall deliver reconciliation reports and supporting documents to posts electronically. If a post requests, or the Contractor chooses, to deliver a hard copy in addition to the electronic copy, by courier or other means, the Contractor will pay the shipping, delivery, and customs charges.

3.8.4 MONTHLY SALES ACTIVITY REPORT

3.8.4.1. The Contractor shall provide a monthly summary of sales activity data. The Contractor shall prepare the report in accordance with the sample in Section 1, Attachment 2. This summary shall reflect all official sales activity for each Post and agency using the contract, whether the travel was purchased using GTR, IBA or CBA.

3.8.4.2 MONTHLY TRANSACTION FEE REPORT

3.8.4.2.1 The Contractor shall provide a monthly report based on the transaction fee schedule of the contract. This report shall list all transaction fees to be paid by the user agency. The fees shall

be broken down by agency, and by type of transaction, following the line items in the pricing portion of this contract.
3.8.4.2.2 Upon request of the COR, the Contractor will provide BSP reports listing all official travel tickets paid by the TMC as cash or credit card pass through to the airlines.

3.8.4.3 MONTHLY UNUSED TICKET REPORT

3.8.4.3.1 The Contractor shall provide a monthly report of all unused tickets from the previous 12 months.

3.8.4.4 ANNUAL PREMIUM CLASS TRAVEL REPORT

3.8.4.4.1 The Contractor shall provide an annual report of all premium class tickets issued in the previous 12 months, excluding tickets upgraded by travelers at their own expense or with their own frequent flyer miles. The report shall show the comparable coach class ticket fare for each itinerary, for comparison purposes.

3.9. COMMUNICATIONS SYSTEM AND EMERGENCY SERVICES

3.9.1. The Contractor shall provide service, Monday to Friday (regular hours) and after office hours, compatible with the Embassy's standard workday. Section 1, continuation of block 20, paragraph 13.0, below sets forth the normal working hours for Contractor personnel providing services under this contract. The Contractor shall provide web-based technologies and or mobile applications for ticket and travel management, or at a minimum dedicated 24-hour, toll-free telephone service available to the travels that will allow immediate access to a reservation agent to perform emergency itinerary changes and ticket issuance outside regular business hours.

3.9.2. The Contractor shall be responsible for ensuring that any subcontractor providing 24-hour emergency service complies with all conditions of the contract.

3.9.3. In the event of emergencies (e.g., Presidential-declared disasters, forest fires, evacuations, floods, hurricanes, etc.), the Contractor shall maintain operations necessary to support the Government under this contract. This includes operating the office 24 hours a day as required by the Government responding to the emergency/evacuation and providing necessary delivery of tickets.

3.9.4. Telephone - The Contractor shall answer at least 80 percent of calls within 20 seconds and provide a recorded message for those calls not answered in 20 seconds. The recorded message shall be in English and shall give the traveler at least two options:

- to hold or
- to leave a message for a call back.

The Contractor shall respond to all telephone return calls within one (1) hour. The Contractor shall respond to e-mail requests within one business day, unless travel is scheduled on a weekend, holiday, or business day after the day of the request.

3.9.5. Many times, services required outside normal working hours are because of visits by U.S. Government officials to the Embassy. In providing this service, the Contractor may be required to provide Travel Counselors/Reservationists on weekends, holidays and/or weekdays before or after normal office hours. In adhering to this requirement, the Contractor shall comply with all local labor laws including the payment of staff overtime when applicable. Additionally, the Contractor shall provide travelers' assistance services to official visitors. The average annual number of visitors requiring traveler's assistance services is 1600 approximate ticket sales. Services would be of a "Visitors Bureau" type that, as a minimum, could include the following:

- Lodging Reservations
- Travel Changes and Confirmations
- Entertainment Reservations, including short excursions
- Travel Document Preparation for Military Travel
- Documentation for Travel Required by Foreign Governments
- VIP Services

3.9.6. If the Contractor's reservation center is remote from the Embassy, the Contractor shall provide toll-free numbers for use by agencies' employees to make reservations during the Embassy's regular hours of operations. Remote is defined as areas where agencies would have to make long-distance calls to reach the Contractor.

3.9.7. Emergencies - The Contractor shall continue to provide services during emergencies or contingencies. In connection with evacuations or large-scale air movements of noncombatants, refugees or troops, the Contractor shall establish temporary office or expand existing services, as appropriate, to expedite travel (such as, Noncombatant Evacuation Operation missions). The Government will provide its own facilities during emergencies, as required.

3.9.8. The Contractor shall be able and willing to accept major credit cards, including VISA, MasterCard, and American Express, for payment of travel services, transaction fees, and common carrier tickets. The Airline for official travel must be the merchant for CBA charges.

3.9.8.1 The Contractor shall be able and willing to accept an EFT for payment of transaction fees.

3.9.8.2 Government Travel Request (GTR) – The Contractor shall be able and willing to accept a GTR for invoicing/payment of common carrier transportation tickets.

3.9.8.3 The Contractor shall not apply any sort of payment processing surcharge or supplement when either a traveler or the Government elects to use any of the three forms of payment mentioned in this section.

3.10. Media - In addition to the required reports, the Contractor shall produce, within reasonable parameters, other management reports in formats and media requested from time to time by the Contracting Officer. To compile such reports, Contractor's back-office computer shall be capable of collecting all data from reservation and ticketing records in the format requested. The Contractor shall also have the capability to capture data for reports when the GDS is not operating and for airlines that do not subscribe to a GDS.

3.11. Project Management - The Contractor shall provide reservation agents, personnel and equipment necessary to assure that the highest quality of service is provided. The Contractor shall have the capability to make reservations and provide tickets at its servicing office(s) when its Centralized Reservation System (CRS) is not operating and when reservations cannot be made on an airline through a CRS.

3.12 eTravel SERVICE (eTS)

3.12.1 The eTravel initiative provides a web-based, end-to-end travel management service for use by all civilian Executive Branch departments and agencies of the Federal Government. The vendor currently supporting eTravel for the Department of State is CWT Sato Travel. Use of the eTravel Service (eTS) by Executive Branch agencies is established by policy and regulation. The eTravel Program Management Office ensure compliance with the policies, regulations, and use of the common Government-wide eTS.

3.12.2 eTravel Service Requirements – In support of eTS if the Contractor is offering an online booking tool, the Contractor shall ensure that services provided under this contract complement and support the eTravel Service (eTS) and its objectives in an efficient and cost-effective manner.

3.12.2.1 Work and exchange data with the eTS provider under contract with the Government. This may include interfacing/integrating with the eTS provider by providing contact information, telephone numbers, file formats/sample PNRs, open branch access/pseudo city codes; participating in subcontractor/teaming agreements; participating in training and/or meetings; non-disclosure agreements; synchronization and security requirements; etc. Unless otherwise mutually agreed to between the Contractor and the eTS provider, ownership of the PNR shall reside with the ticketing entity. Each eTS contractor's standards for accommodating non-eTS travel agent service providers is provided at Attachment 1.

3.12.2.2 The Contractor must state its understanding that its services, products and processes offered must complement the eTravel Service (eTS) for all civilian agencies using the eTS. If the Contractor is offering an online booking tool in conjunction with its offered services, it must state its understanding that such a booking tool may only be offered to those agencies not participating in the eTS (in full or in part) and/or to those agencies not subject to the Federal Travel Regulation.

4.0. CONTRACTOR PRIORITY

The Government's official travel requirements shall be accorded with the highest priority. The Contractor must ensure that non-Governmental travel considerations do not delay, impede, or frustrate the Contractor's timely effective processing of official Government travel.

5.0 FURNISHING OF EQUIPMENT/PROPERTY

5.1. The Contractor shall provide all necessary office equipment, furnishings, supplies, tariffs, major automated reservation and ticketing equipment, accounting software, computer systems, communication services, including facsimile capability, and related items necessary to conduct its operation to fulfill the contract requirements unless otherwise specified in Section 1, Attachment 3 as being furnished by the Government. The Contractor shall use automated reservation equipment, with the capacity to display all available fares, generate automated travel itineraries, issue advance boarding passes, and print tickets automatically.

5.1.1. The Contractor shall maintain written records of work performed and report the need for major repair or replacement work for Government property in its control. The Contractor shall assure that the Government property will be used only for those purposes authorized in the contract and that any required approvals for use will be obtained prior to use.

5.1.2. The Contractor shall physically inventory all Government property in its possession. Physical inventories consist of sighting, tagging, or marking, describing, recording, reporting and reconciling the property with written records. The Contractor shall conduct these physical inventories annually as directed by the COR, and at termination or completion of the contract. Unless approved in advance by the Contracting Officer, personnel who maintain the property records or who have custody of the property shall not be the individuals who perform these inventories.

6.0 SPACE FOR PERFORMANCE OF REQUIRED SERVICES

6.1. On-site Services -For the provision of On-site Travel Management Center (TMC) Services, the Contractor shall operate out of the Government's facility, on Government property, located at the address set forth below in the paragraph, "Place of Performance". Any renovation to the space, such as erection or removal of walls and partitions, electrical or plumbing connection, painting, carpeting, and any other related work, shall be at the Contractor's expense. All plans for space renovation must be approved by the COR and all arrangements for renovation work must be made by or through the COR. Until such time as office space and telecommunications arrangements are completed within the Government location, the Contractor shall arrange for delivery of travel documents to the Government location. If working in Government-provided space, the Contractor's employees shall abide by the Government's smoking policies.

6.2. The Contractor shall be responsible for paying for all utilities used.

6.3. The Contractor shall ensure that its employees and agents working on the U.S. Government premises shall observe all health and safety codes including participation in safety drills when directed either orally or by established signals, fire alarms, bomb threat alarms, etc. The Contractor's employees shall know the Embassy's fire regulations and shall report fires immediately upon detection by using the nearest fire alarm or by telephoning the Marine guard. The Contractor's employees shall participate in a security briefing about security measures required at the Embassy and the safeguarding of private information about any Embassy travelers.

7.0 MINIMUM PERSONNEL REQUIREMENTS

All Contractor personnel providing services under this contract shall be fluent in English and meet the following requirements.

7.1. Contractor's Project Manager – The Contractor shall provide a Project Manager who shall be responsible for the administration, supervision, and coordination of its Government operations. The Project Manager shall have experience in the management of travel services and shall have adequate authority to make decisions for the timely resolution of problems. The Project Manager shall coordinate closely with the COR.

7.2. Experienced Travel Counselors/Reservationists - The Contractor shall provide full-time travel counselors/reservationists on-site daily to meet the service needs. The Travel Counselors/Reservationists shall have experience in operating automated reservation and ticketing equipment to arrange transportation via all modes, lodging, and vehicle rentals. The Contractor shall provide qualified substitute personnel for absent permanent employees, when service levels are negatively impacted, as determined by the Government.

7.3. Other Personnel - The Contractor shall provide whatever other personnel are necessary to comply with the requirements of this contract.

7.4 Other Considerations – All Contractor personnel who provide services under this contract shall be acceptable to the Government in terms of personal conduct. Employment and staffing difficulties shall not be justification for failure to meet established schedules.

8.0 CONTRACTOR'S QUALITY CONTROL PLAN

8.1. General. The Contractor shall maintain procedures to continually monitor the quality of travel services, with the goal of providing and maintaining the highest level of customer service/satisfaction. These procedures shall ensure compliance with communication requirements, Section 1, continuation of block 20, paragraph 3.10 and include:

- an internal method for monitoring, identifying and correcting deficiencies in the quality of service furnished by the Government and

- Quality Service survey form that addresses travel services to be furnished under this contract.

8.2. Specifics. The Contractor's Quality Control plan shall outline procedures to ensure that the lowest applicable fares are obtained, and that the Contractor complies with contract city-pair fares. To ensure compliance, the Contractor shall, as necessary:

- adjust for any change(s) in flight, train, bus or steamship schedules.
- modify or reissue tickets and billings to reflect any changes.
- provide timely notification to customers of changes to tickets/itineraries, particularly those which occur after ticket issuance (e.g., fares, routing, delays, closings), and.
- provide courteous and prompt resolution of customer complaints.

The Contractor's automated system shall assure reservation accuracy and lowest fares, and rebooking passengers at lower fares or reserving preferred seats if such fares or seats are not available at the first attempted booking. Additionally, the Contractor shall identify methods to check all tickets/itineraries for required data and lowest fares, to include those that cannot be checked through the automated system(s).

8.3. Within fourteen days of contract award, the Contractor shall furnish a Quality Service survey (questionnaire) to the COR for approval. The Quality Service survey shall include, as a minimum:

- measurement factors for prompt telephone response.
- courtesy and professionalism of Contractor personnel.
- reservation accuracy.
- ticket delivery and document accuracy, and.
- overall quality of service provided.

Additionally, the survey form shall identify the Contractor and provide space for customer comments. The Contractor shall periodically distribute these questionnaires to at least ten percent (10%) of ticketed travelers, but not less than twice a year. The Contractor shall make these responses available to the COR.

9.0 TRANSITION REQUIREMENT AND CONTINUITY OF SERVICES

9.1. The Contractor shall comply with FAR clause 52.237-3, "Continuity of Services", during any transition period.

9.2. The Government requires a smooth and orderly transition between the Contractor and the successor Contractor to ensure minimum disruption and avoid decline in service to the Government. Unless otherwise specified by the Government, the Contractor shall provide to the successor Contractor copies of all bookings and Passenger Name Records (PNRs) taken on or before the contract expiration date, for travel taking place after the expiration of the contract. In addition, the Contractor shall provide the successor Contractor with copies of all agency profiles

and all Government traveler sub-profiles as well as all Government travel preference profile cards currently in possession of the Contractor, as directed by the Contracting Officer or COR.
9.3. The Contractor shall book all requests it receives prior to the expiration of the contract regardless of the date of commencement of travel. Unless otherwise requested by the ordering agency, however, the Contractor shall not issue tickets for travel that commences later than two working days after the expiration of the contract.

9.4. For example, if a contract ends on Friday, the Contractor, unless otherwise requested, shall not issue tickets for travel commencing later than the following Tuesday. The Contractor is required to issue and deliver all such tickets by close of business of the last working day of its contract (in this example, Friday). Issuance of and delivery of tickets for travel beginning the following Wednesday or later, even if originally booked by the Contractor, is the responsibility of the successor Contractor. As of Monday, all new requests shall be handled by the successor Contractor.

9.5. The Contractor shall adhere to the following procedures during the transition process:

9.5.1. The outgoing Contractor shall not take travel reservations later than twelve noon on the day of operations except in cases of emergency travel. Such emergency ticketing shall be done only when authorized by the COR.

9.5.2. Afternoon hours of the final day of operation for the outgoing Contractor shall be used for the transfer of PNR's to the incoming Contractor.

9.5.3. If the transition is for an on-site operation, the on-site office shall be closed to walk-in traffic, starting at twelve noon (local time) on the day prior to the last day of operations of the outgoing Contractor, except for emergency travel arrangements.

9.5.4. If the incoming Contractor had proposed taking over the outgoing Contractor's CRS or other equipment, this should be finalized during the afternoon hours of the last day of the transition.

9.5.5. The Government is responsible for notifying its employees of the proposed closing and interim procedures for obtaining emergency services. Such notice shall be posted in the on-site office.

9.5.6. The outgoing Contractor shall make all seminar and meeting arrangements it receives prior to the end of the contract, regardless of the date of commencement of the meeting. Unless a purchase order has been issued to the outgoing Contractor, all arrangement information shall be turned over to the incoming Contractor. If a purchase order has been issued to the outgoing Contractor, that Contractor will continue to make the requested arrangements in accordance to the terms of the contract under which the purchase order was issued.

NOTE: Failure to affect a smooth transition will be documented, forwarded to the outgoing Contractor, and will be made available for future past performance evaluations in accordance with solicitation requirements.

10.0 DELIVERABLES

10.1. The Contractor shall provide the following deliverables/submittals within the time frames identified below:

REFERENCE/ DELIVERABLE	DUE DATE*	ADDRESSEE
Defense Base Act (DBA) Insurance and Workmen Compensation Insurance Certificate	10 days after award	CO
Ticket Delivery	As applicable, routinely, no earlier than two days prior to travel, emergency prepaids to appropriate airports within 4 hours.	Traveler, either by pickup or by Contractor delivery as outlined in this contract
Quarterly Problems and Solutions Report	10th day after the last day of each calendar quarter	COR
Quarterly Sales Activity Report	10th day after the last day of each calendar quarter	COR
Reconciliation Report of Transport Billings	10th day after receipt of charge card vendor's billing tapes	COR
Transaction Fee Report	25th day of each month	COR
TMC Information Pamphlet	14 days after start date listed in Notice to Proceed and for all other deliveries within 3 days of request from COR; to individual travelers at time of ticket issuance	COR/Traveler
Quality Service Survey	14 days after start set forth in Notice to Proceed	COR

*Days represent calendar days

10.2. ADDRESSEES

10.2.1. The address for the COR is set forth below:

The Embassy of United States of America
GSO Travel Section
Abu Dhabi Post – UAE.

10.2.2. Other addressees for the Individual Passenger Listing Report include the following:

[Title] [Agency]

[Address]

11.0 NOTICE TO PROCEED, PERIOD OF PERFORMANCE, AND OPTIONS.

11.1. NOTICE TO PROCEED

11.1.1. Immediately upon receipt of notice of award, the Contractor shall take all necessary steps to prepare for performance of the services required hereunder. The Contractor shall have a maximum of thirty calendar days to complete these steps.

11.1.2. Following receipt from the Contractor of acceptable evidence that the Contractor has obtained all required licenses, permits and insurance and is otherwise prepared to commence providing the services, the Government shall issue a Notice to Proceed.

11.1.3. On the date established in the Notice to Proceed (this notice will allow a minimum of seven (7) calendar days from the date of the Notice to Proceed, unless the Contractor agrees to an earlier date), the Contractor shall start work.

11.2. The performance period of this contract is from the start date established in the Notice to Proceed and continues for 12 months, with four (4), one-year options to renew. This contract also includes an additional option under FAR 52.217-8. The initial period of performance includes any transition period authorized under the contract.

12.0 PLACE OF PERFORMANCE

The Contractor is required to provide one Travel Management Center to be used to provide the services required hereunder. This center shall be staffed by the Contractor's personnel and located at:

The Embassy of United States of America, Embassies District, Abu Dhabi. UAE

13.0 HOURS OF SERVICE

The Contractor shall provide service Monday to Friday during the hours of 0730AM to 0500PM. The Contractor shall provide emergency services outside regular working hours through a 24-hour, toll-free phone number, available to all Government travelers. See also Section 1, continuation of block 20, paragraph 3.10.

14.0 BASIS OF COMPENSATION TO THE CONTRACTOR

14.1. Official Travel. The Government will reimburse the Contractor for transportation services for official travel arranged by the Contractor. This reimbursement will include only the actual carrier rates and/or fares effective for air, rail, bus and steamship tickets issued to Government travelers for official travel. The Government will also pay the Contractor, upon receipt of a proper invoice, the applicable transaction fees. The Contractor shall comply with travel authorization requirements established by the Government to verify that transportation billed is for official travel. The Government shall issue a Travel Authorization (TA), which shall be furnished by the traveler to the Contractor. The Contractor shall use this TA to document each official ticket. The Contractor shall ensure that the Government is billed for prepaid ticket charges only when required by airline tariff. Most airlines have exemptions to this charge for official Government travel.

14.2 Transaction Fee. See paragraph 17.0 for details regarding how the transaction fee shall be administered.

14.3. Personal Travel. The Government accepts no liability for the cost of any personal travel arranged by the Contractor for Government employees. The Contractor is responsible for collecting payment from the traveler for the cost of personal travel and any transaction fee, if applicable.

14.4. Commissions by Service Providers. Other compensation for services provided under this contract may be in the form of commissions received by the Contractor from carriers, and suppliers of lodging, rental vehicles, and other travel services. The Government accepts no responsibility or liability for payment of such concessions. The Contractor is warned that commercial practices may not apply to the payment of commissions on Government rates.

14.5. Advance Deposits. When advance deposits or fees are required by hotels or similar facilities for the arrangement of seminars or conferences, the Government shall pay the Contractor for such fees incurred.

15.0 BILLING AND PAYMENT PROCEDURES

15.1. Billing and payment procedures for transportation expenses will differ, as noted below, according to whether the agency is participating in the Government travel card program. Only the

cost of official carrier transportation and excess baggage may be charged to the Government, plus the transaction fee, reduced by any commission.

15.2. The Contractor shall refund immediately the difference in cost if the Contractor has failed to book the lowest available fare except for the constraints noted in Section 1, continuation of block 20, paragraph 3.2.1, that satisfies agency needs. No transaction fee shall be charged for this refund, but neither shall the transaction fee paid by the Government be refunded by the Contractor.

15.3. The traveler must make payment for all other services, such as hotels or rental cars. The traveler shall make such payment, as appropriate, to the supplier or to the Contractor. The Contractor shall accept the Government travel card (as described below) and may allow any other mutually accepted arrangement.

15.4. AGENCIES PARTICIPATING IN THE GOVERNMENT TRAVEL CARD PROGRAM

15.4.1. The Government has contracted with Citibank Travel Card Program to provide Government Travel Charge Cards to U.S. Government travelers for purchase of transportation and related travel services. The cards have the standard logo and are issued to individual employees in the employee's name.

15.4.2. In addition, Citibank Travel card also has an arrangement with the Government to provide CBA accounts for agency use to purchase official airline transportation. These are account numbers established with the Contractor for transportation charges billed to participating agency offices.

15.4.3. The Contractor shall accept the Government Travel Charge Cards only for official transportation and other official travel services, including lodging and vehicle rentals. In addition, the Contractor shall accept the CBA account for agency purchase of official airline transportation. The Contractor shall process these transactions in the same manner as those using similar private charge and credit cards.

15.4.4. Contract airlines have agreed to accept the Government Travel Charge Card account as an authorized form of payment for purchase of GSA's city-pair contract fare, (YCA and CA), and for purchase of non-contract Government fares (YDG or similar).

15.4.5. Each ticket issued by the Contractor shall reference the appropriate Government Travel Charge Card or CBA account number in the payment box. The Contractor shall ensure transportation is charged to the correct accounts.

15.4.6. Official transportation sales purchased with Government Travel Charge Cards and CBA accounts must be included in management information summaries provided to the COR.

15.5 Agencies not participating in the Government Travel Charge Card or CBA Program

15.5.1. Each traveler's agency will assign the Contractor, a U.S. Government Transportation Request (GTR), SF-1169, as an obligation/procurement instrument covering a designated period of time corresponding to the billing cycle. Each ticket issued by the Contractor shall reference the appropriate GTR number in the endorsement.

15.5.2 At each agreed upon billing cycle, the Contractor shall prepare and issue to each agency a Public Voucher for Transportation (SF 1113) with an itemized report or invoice which sets forth the name of the traveler, origin and destination points, ticket number, GTR number and fare. The statement shall also include a summary of the number and dollar value of all tickets issued during the designated period. Enclosed with this statement shall be the supporting documentation, such as ticket coupons, together with related TAs.

15.5.3. The Contractor shall fully document fares on the invoice or report any exceptions to the use of GSA's airline contract. This reporting requirement applies to official Government travel only. Failure to provide adequate documentation of agency justification for not using any mandated program may result in the Contractor being denied compensation by the Government in excess of a documented discount fare.

15.5.4. The Contractor shall bill no more frequently than monthly. For each agency using the GTR, the Contractor, with review and approval by the COR, shall document each agency's requirements. This documentation shall specify:

- the vendor code.
- requirements for documentation and authorization of official travel.
- delivery arrangements.
- invoice requirements, billing and payment procedures and appropriate agency addresses.
- SCAC Code: If payment will be by GTR, the Contractor shall obtain a Standard Carrier Alpha Code (SCAC) from the National Motor Freight Traffic Association (1001 North Fairfax Street, Suite 600, Alexandria, VA 22314; ph. 866-411-6632; or go to www.nmfta.org, select "Quick Links" to apply for a new SCAC or renew an existing SCAC). This code will be used by the Government to audit the Contractor's billings. The cost of obtaining this designation shall be borne by the Contractor. The COR shall provide the Contractor assistance in this process.

16.0 REFUND PROCEDURES

16.1 Under no circumstances shall the Contractor provide any Government employee with a cash refund on tickets for official Government travel.

16.2. Agencies shall use SF 1170s or receipts for returned tickets to apply to the Contractor for refunds for unused transportation purchased directly by the agency. Documentation standards

shall be established by each agency but, as a minimum, the Contractor shall identify each refund or credit by original ticket and invoice number (if applicable).

16.2.1. For CBA Purchases: The Contractor shall treat refunds on purchases by CBA in the same manner as refunds for similar charge or credit card purchases. Refunds for unused, downgraded or exchanged tickets shall be made by the Contractor immediately in the form of a credit refund receipt returned to the agency, with the credit applied to the agency's CBA. No cash refunds shall be made for CBA purchases.

16.2.2. For GTR Purchases: The Contractor shall remit refunds to the agency within ten working days after receipt of application for refund. There is nothing expressed or implied in this provision to preclude the Contractor from making refunds on account.

16.3 Employees who have been issued Government Travel Charge Cards shall apply directly to the Contractor, through the delivery control point, for refunds for unused transportation. The Contractor shall treat such refund requests in the same manner as refunds for similar charge or travel card purchases. Refunds shall be given immediately, in the form of a credit refund receipt returned to the employee, with the credit applied to the individual employee's travel card account.

17.0 TRANSACTION FEE PROCEDURES

17.1 Official and Personal Travel. These procedures apply only to official Government travel, not personal travel. Any transaction fee charged to an individual on personal travel shall be between the traveler and the Contractor. However, the Contractor shall post in a plainly visible location, the transaction fee to be charged to a traveler on personal travel.

17.2. Charging of Transaction Fees. Block 20, paragraph 2.0 includes definitions for “Transaction” and “Transaction Fee”. The pricing portion of this contract sets forth more than one transaction fee amount, and the applicable fee is based upon which category in the pricing table describes the transaction. For example, if the service is performed on-site, then the transaction fee charged for the transaction shall be the “on-site services domestic/international transaction fee”. The following paragraphs describe what constitutes a transaction for purposes of charging a transaction fee.

17.2.1. When requested by the Government, the Contractor is required to arrange for transportation of one or more individuals. The Contractor may charge only one transaction fee per itinerary when the ticket is issued. When multiple people travel on the same order, each individual traveler would have an itinerary. The (individual) itinerary could have multiple tickets, but only one transaction fee per is charged. (Fee is not based on the number of tickets needed to complete the (individual) itinerary). Until such time as the Government requests the Contractor to issue and the Contractor issues a ticket for transportation, no transaction fee shall be charged for any services associated with that transportation, including but not limited to:

- the original transportation reservations.
- changes to the original transportation reservations.
- lodging reservations.
- car rental reservations; and
- any related services described in Continuation of Block 20, paragraph 3.5 or elsewhere in this contract

17.2.2. Upon issuance of the transportation ticket, the Contractor shall charge the Government the applicable transaction fee for one transaction, that transaction being the ticket issuance. The Contractor shall not charge additional transaction fees for any other services noted above or elsewhere in this contract.

17.2.3. Once the ticket is issued, if the traveler requests a change in that ticket that requires ticket reissuance, the Contractor shall charge the Government an additional transaction fee. No additional transaction fee shall be charged for any other services.

17.2.4. After ticket issuance, if the Contractor must change and/or change and reissue the ticket because the Contractor or the Government discovers a Contractor-caused error in the routing, carrier or other problem, there shall be no additional transaction fee charge.

18.0 SECURITY

The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract prior to their utilization as required below in "Government Approval and Acceptance of Contractor Employees". The Government shall issue identity cards to approved Contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on Government property or while on duty at private residences. These identity cards are the property of the Government, and the Contractor is responsible for their return upon termination of the contract, when an employee leaves Contractor service, or at the request of the Government.

19.0 GOVERNMENT APPROVAL AND ACCEPTANCE OF CONTRACTOR EMPLOYEES

The Contractor shall subject its personnel to the Government's approval. All employees shall pass a suitable investigation conducted by the Contractor, including recommendation(s) from their respective supervisor(s). Also required is a police check covering criminal and/or subversive activities, a check of personal residence, and a credit investigation. All such investigations shall be provided in summary form to the COR for review and approval or disapproval. The contractor shall not use any employees under this contract without Government approval.

20.0 KEY PERSONNEL.

20.1 The Contractor shall assign to this contract the following key person to the identified position/function:

POSITION/FUNCTION	NAME
Project Manager	*

*To be completed at time of award.

20.2. During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the COR within 10 calendar days after the occurrence of any of these events and provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resume for the proposed substitute, and any additional information requested by the COR. The proposed substitute must possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract.

20.3 After the first 90 days, the Contractor may substitute a key person if the Contractor determines the change is necessary. However, prior to making that substitution, the contractor shall provide a complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute shall possess qualifications comparable to the original key person and meet the minimum standards set forth in the contract.

20.4. Whenever a Key Person substitution is requested, the Project Manager shall sign the resumes, certifying that the resume is accurate and complete, and that the proposed replacement meets the required experience levels**.** The COR will notify the Contractor within 5 calendar days after receipt of all required information of the decision on the substitution. The COR shall confirm oral approvals or rejections in writing. The Government will modify the contract to reflect any changes in key personnel.

21.0 PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services required under this contract.

22.0 INSURANCE

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance:

Comprehensive General Liability

Comprehensive General Liability

(1) BODILY INJURY, ON OR OFF THE SITE, IN UAE DIRHAMS	
Cumulative	1,000,000.00
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN UAE DIRHAMS	
Cumulative	1,000,000.00

23.0 BONDING OF EMPLOYEES

The Contractor shall obtain bonding for all employees associated with this contract and shall provide evidence of bonding before initiating any work.

24.0 PERMITS

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

25.0 POST AWARD CONFERENCE

Within 10 days after contract award, a post award conference will be held at the Embassy, the precise location, date, and time to be provided by the Government at time of award.

26.0 TASK ORDER ISSUANCE

Under this contract, any request for travel management services for official travel shall be issuance of a task order under the clause at FAR 52.216-18.

27.0 REQUIRING ACTIVITIES AND PARTICIPATING AGENCIES

(a) Requiring Activity(s).

(1) The following activity(s) require activity(s) whose official transportation requirements must be ordered under this contract: Air Tickets and other form of transportation services, Lodging support and other miscellaneous travel related activities.

(2) Employees and their dependents of any of the above requiring activity may use travel services of a company other than this contractor if the traveler is already in official travel status and needs to make changes to travel arrangements previously made by the contractor.

(b) Participating Agency(s). U.S. Government agencies, other than those listed above as requiring activities, may be participating agencies. Employees and dependents of these participating agencies may elect to request contractor services for their official travel under this contract, even though they are not required users.

(c) Personal Travel. U.S. Government employees and their dependents may request contractor assistance for personal travel. However, no individual, including an employee or dependent of an employee working for a required activity, is required to use the services under this contract for personal travel.

28.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work Para	Performance Threshold
Services. Performs all travel management services set forth in the scope of work.	1. thru 27.	All required services are performed and no more than two customer complaint is received per month.

28.1 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

28.2 Standard**.** The standard of performance is that the Government receives no more than two customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR

52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

28.3 Procedures.
(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

Attachment	Description	Number of Pages
1	E-Travel Services	2
2	Quarterly Sales Activity Report	1
3	Government Furnished Property	1

ATTACHMENT 1
E-TRAVEL SERVICE STANDARDS FOR ACCOMMODATING EXTERNAL TRAVEL AGENT SERVICES

CW Government Travel

CW Government Travel's 3rd Party TMC Integration Strategy:
The Department obtains Etravel services under a contract with Carlson Wagonlit Government Travel (CWGT). CWGT has developed a strong integration package to accommodate the needs of those customers who select or retain a TMC other than CWGT.
CWGT's *e*TS Partnership Package is a sub-contractor kit that contains the follow:

- Sub-contractor Agreement.
- TMC questionnaire that each 3rd party TMC must prepare prior to processing *e*TS transactions.
- A copy of the file formats for data transmission to meet the reporting requirements in Appendix 7 of the Master Contract.
- A list of security provisions required to support the overall security of the *e*TS solution.
- Non-disclosure Agreement.

The *e*2 Solution package provides maximum flexibility in agency backroom systems, PNR formats and PNR processing. In addition, they provide profile synchronization services to TMCs, if desired.

THIRD PARTY TMC INTEGRATION REQUIREMENTS:

Third party TMC's providing fulfillment and traditional travel services for Federal Agencies using *e*2 as their *e*TS solution provider should be prepared to perform a number of activities prior to implementation and during the life of the contract. The following list is not all-inclusive but should give a TMC an idea of what type of physical and logistical support will be required to support an *e*TS implementation:

- Participate in weekly implementation planning meetings beginning no later than 2 weeks after award of the *e*TS Task Order. Implementation meetings will continue on a weekly basis until 2 weeks after implementation at a minimum. At the discretion of the *e*2 technical team, meetings may be on a face-to-face basis or via teleconference. Any travel expenses incurred by the third party TMC will be at their own expense.
- Participate in a one-day training class on how to process *e*2 transactions, either at the customer site or at the *e*2 Training facility in San Antonio, Texas.
- Provide the *e*2 technical team with a point of contact for technical assistance in the area of PNR configurations, profile configurations, etc.
- Provide a telephone number for transfer of calls from the *e*2 Help Desk to the TMC during normal business hours

- Provide a telephone number for transfer of calls from the *e*2 Help Desk to the TMC after normal business hours (24-hour emergency Help Line)
- Fill out the TMC technical questionnaire which defines PNR formats and profile formats at least 30 days prior to implementation of *e*2
- If profile synchronization is requested, the TMC must fill out the Profile Synchronization form at least 30 days prior to implementation of *e*2
- Provide the *e*2 technical team with 5 copies of sample PNR's
- Provide the *e*2 technical team with 5 copies of sample profiles
- Provide the *e*2 technical team with 1 copy of the first level profile to be used for all PNR's for the Federal Agency
- Participate in testing of PNR formats and Profile formats as requested
- Open branch access to the online booking engine pseudo city code (branch access only, not AAA)
- Open branch access to the *e*2 pseudo city code (branch access only, not AAA)
- Provide the *e*2 technical team with a list of pseudo cities which are authorized viewership of all online booking generated PNR's
- Provide the *e*2 technical team with a written list of any discount numbers or ID codes for hotel and / or car rentals at least 2 weeks prior to implementation and on a timely basis thereafter if new ones are acquired
- Agree to provide transaction files to *e*2 on a weekly basis, no later than close of business on Tuesday of each week. *e*2 will provide the file formats at the first implementation meeting. Test files are required prior to implementation for certification of data accuracy and completeness. Transaction files will be used only to provide those reports required by the *e*TS contract.
- Agree to process transactions requiring agent intervention in a timely manner, to be dictated by the Federal Agency contracting for services.

eTS Vendor	For more information:
CW Government Travel (CWGT)	Michael McManus | E2 Solutions, Project Manager, Business Development, Military & Government Markets CWTSatoTravel Email mmcmanus@cwtsatotravel.com | Direct Line +1 703 682 7213 | Fax +1 866 457 3960 4300 Wilson Blvd, Suite 500 Arlington, Virginia 22203 | USA

ATTACHMMENT 2
QUARTERLY SALES ACTIVITY REPORT

Attachment 2 is the Quarterly Sales Activity Report. It's on a separate document that you must add into this model.

ATTACHMENT 3
GOVERNMENT FURNISHED PROPERTY
(Attachment 3 to Description/Specifications/Statement of Work)

The Government shall make the following property available to the Contractor as "Government furnished property" for performance under the contract.

- Office furniture.
- Full set working on a computer (Monitor, Keyboard, Mouse and Printer)
- Regular office supplies
- Routine office materials.

PROPERTY CONDITION CODES

1 New or unused property in excellent condition. Ready for use and identical or interchangeable with new items delivered by manufacturer or normal source of supply.
2 New or unused property in fair condition. Soiled, shopworn, rusted, deteriorated, damaged to the extent that utility is slightly impaired.
3 New or used property so badly broken, rusted, mildewed, deteriorated, damaged, or broken that its condition is poor and its utility seriously impaired.
4 Property that has been slightly or moderately used, no repairs required, and still in excellent condition.
5 Used property which is still in fair condition and usable without repairs; however somewhat deteriorated, with some parts (or portion) worn and should be replaced.
6 Used property that still is usable without repairs in poor condition and undependable or uneconomical in use. Parts badly worn and deteriorated.
7 Used property, still in excellent condition, but minor repairs required. Estimated repair costs would cost no more than 10% of acquisition cost.
8 Used property, in fair condition, but minor repairs required. Estimated repair costs would be from 26% to 40% of acquisition cost.
9 Used property, in poor condition, and recurring major repairs. Badly worn and would still be in doubtful condition of dependability and uneconomical in use of repaired. Estimated repair cost is between 41% and 65% of acquisition cost.

SECTION 2 - CONTRACT CLAUSES

52.212-4 TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)

52.216-4 ECONOMIC PRICE ADJUSTMENT-LABOR AND MATERIAL (JAN 2017)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

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

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

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

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if-

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

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

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments,

with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall–

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may

publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES ARE INCORPORATED BY REFERENCE:

CLAUSE	TITLE AND DATE
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)
52.224-3	PRIVACY TRAINING (JAN 2017)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THE UNITED STATES (MAY 2020)
52.228-3	WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APRIL 1984)

52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.229-6 TAXES - FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _date of award_ through _base period and/or option periods, if exercised.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) A delivery order or task order is considered "issued" when –
  (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
  (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
  (3) If sent electronically, the Government either –
    (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
    (ii) Distributes the delivery order or task order via email to the Contractor's email address.
(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than AED 70 dirhams, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--
(1) Any order for a single item in excess of AED 300 dirhams;
(2) Any order for a combination of items in excess of To be Determined (TBD), or
(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) business days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will

not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after sixty (60) months from the NTP issuance date.

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. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

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

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

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

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

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(A) The Contractor recognizes that the services under this contract are vital to the government and must be continued without interruption and that, upon contract expiration, a successor, either the government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(B) The Contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in , phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(C) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(D) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Policy and Procedures may be accessed at *http://www.state.gov/m/ds/rls/rpt/c21664.htm*.

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

2) Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:
(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule - Continuation; or,

(b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and, (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED PRICED) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract, the firm fixed-price stated in this contract.

b) Invoice Submission: The Contractor shall send electronic copy of invoices to USMissionUAEInvoices@state.gov marking attention to The Financial Management Officer (FMO). Hard copy invoices will not be accepted. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e). The Contractor shall submit a separate, itemized invoice only after providing proof of Defense Base Act (DBA) insurance coverage. Supporting documentation must specify the exact period of coverage, including the start and end dates, and shall correspond directly to the invoice submitted. Invoices submitted without the required proof of coverage will not be processed for payment. Any and all payment inquiries shall be sent to Abu Dhabi Disbursing Office at ADDisbursingOffice@state.gov. The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Eid Al Fitr
Memorial Day
Arafat Day
Eid Al Adha
Juneteenth Day
Independence Day
Hijri New Year
Labor Day

Prophet's Birthday
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
UAE National Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Senior Travel Assistant Abu Dhabi post.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed.
(2) That is has obtained all necessary licenses and permits required to fulfil this contract; and,
(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) IS INCORPORATED BY REFERENCE (SEE SF-1449, BLOCK 27A)

The quoter shall include Defense Base Act (DBA) insurance premium costs covering employees. The quoter may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at *http://www.dol.gov/owcp/dlhwc/lscarrier.htm]*

"The quoter shall submit a completed IRS Form W-14, found at www.irs.gov/w14, to ensure compliance with FAR 52.229-11;"]

ADDENDUM TO 52.212-1

1.0 Summary of instructions: Each quotation must consist of the following:

1.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

1.2. Information demonstrating the quoter's ability to perform and meet the solicitation requirement, including, at a minimum:

1.2.1. Provide resumes for all Key Personnel, as identified in Section 1, continuation of block 20, paragraph 20.0 and whether they are currently employed by the quoter. Specifically confirm that all proposed personnel speak, understand and write English.

1.2.2. Identify the major automated reservation systems (e.g: Amadeus, Sabre, Galileo or others) to be used. This system must be capable of generating automated travel itineraries and issuing advance boarding passes when applicable. If the BSP or TMC accounting system does not accept two forms of payment this must be stated in your proposal.

1.2.3 Demonstrate the ability to ticket government fares.

1.2.4. Outline methods for making reservations on carriers that do not subscribe to a CRS and providing reservations/tickets when the CRS is not operational.

1.2.5. Explain procedures for data capture of reservations on airlines that do not subscribe to a CRS, as well as for instances when the CRS is not operational.

1.2.6. Provide specific procedures to ensure adequate staffing is maintained to meet the requirements stated in this solicitation.

1.2.7. Address the Quality Control Plan in sufficient detail to demonstrate that the quoter shall provide prompt, courteous service with the lowest available fares.

1.2.8. Evidence that the quoter operates an established business in UAE with a permanent address and telephone listing for the past seven (7) years at a minimum. Submit a copy of valid commercial license of your company issued by the local government.

1.2.9. Provide the following information for at least the past ***three*** years, demonstrating prior experience with relevant past performance information and references. If the quoter has not performed comparable services in UAE then the quoter shall provide its international experience.

Following information must be submitted for each contract:

(a) Date of contract awarded.
(b) Date of completion of contract:
(c) Place of performance:
(d) Value of contract:
(e) Contact name of the client:
(f) Contact Telephone or cell numbers:
(g) Contact email addresses:
(h) Brief the type of service/work performed. Provide details on the capacity/type of the chiller service and service work that your company performed.

Note: Quoters are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's,

- Quality of services provided under the contract.
- Compliance with contract terms and conditions.
- Effectiveness of management.
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an quoter's capability to meet the solicitation performance requirements, including the relevance and successful performance of the quoter's work experience. The Government may also use this data to evaluate the credibility of the quoter's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(2) Provide proof of active SAM registration including the SAM Unique Entity Identification (UEI) number and CAGE Code.

(3) Quoters will be evaluated on their ability to provide a minimum of one (1) dedicated, on-site travel management agent stationed at the U.S. Embassy, as directed by the Contracting Officer or designated Government representative. The Government will assess the extent to which the quoter demonstrates the capacity to deliver comprehensive, full-service travel management support for all official U.S. Government travel requirements through qualified on-site personnel.

(4) The quoter's strategic plan for services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the quoter already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained.

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight.

(5) Submit a copy of valid Workmen Compensation Certificate of Insurance(s).

(6) Submit a copy of past three years audited financial statement of the quoter.

Your quotation must be submitted electronically via email. Pricing and Technical Quotations must be submitted separately.

- **Electronic Quotation** must be submitted to AbuDhabiContracts@state.gov copying JohnJM@state.gov marking the subject line "*Quotation Enclosed – Solicitation No.: 19TC1026Q0003*". Quotations must be received on or before **July 9, 2026 at 04:00 pm (UAE time)**. No quotation will be accepted after this time.
  - Additional Instructions: **Only PDF formatted documents will be accepted**. No other format and/or hyperlinks will be accepted. Please ensure your **attachment not exceed 10MB per email**. If there are more files to be attached, send separate email(s) within the stipulated file size restriction, following the aforementioned subject line marking instruction.

The quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the quoter.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JAN 2026)
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2026)
52.214-34	SUBMISSIONS OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.237-1	SITE VISIT (APR 1984)

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered

competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/GA/AMD) or a Regional Procurement Support Office, the A/GA/AMD Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman**,** Management Counselor, at +971-2-414-2335. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of Global Acquisitions (A/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

1.0 Award will be made to the quoter which quotes the lowest transaction fees, as determined by following the procedures outlined in paragraph 3.0 below. The quoter shall submit a completed solicitation, including Sections 1 and 5.

2.0 The Government reserves the right to reject proposals that are unreasonably low or high in price.

3.0 The lowest price will be determined by multiplying the offered transaction fee for each contract line item in Section 1 for each period of performance by its respective estimated requirements set forth below. These requirements represent the estimates for each period of performance rather than the entire contract period, so the transaction fee for each period of performance will be multiplied by the same estimated requirements. The subtotals for the base and all optional periods of performance will be totaled to arrive at the total transaction fees to be charged to the Government. The estimates set forth below are based on official travel only, not personal travel. These estimates are provided only for purposes of computing the estimated transaction fee payment and are not guaranteed.

4.0 The Government will determine quoter acceptability by assessing the quoter's compliance with the terms of the RFQ.

5.0 The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

5.1. adequate financial resources or the ability to obtain them;

5.2. ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;

5.3. satisfactory record of integrity and business ethics;

5.4. necessary organization, experience, and skills or the ability to obtain them;

5.5. necessary equipment and facilities or the ability to obtain them; and

5.6. otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.203-2CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ **[*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*]**;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(a) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2024)

(a) Definitions. As used in this provision – "Lobbying contact" has the meaning provided at 2 USC 1602(8). The terms "agency", "influencing or attempting to influence", "officer or employee of an agency", "person", "reasonable compensation", and "regularly employed" are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
.
(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals–

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples*.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a

proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has □ has not □, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.204-90 OFFEROR IDENTIFICATION (OCT 2025)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.
Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.
(b) *Unique entity identifier (UEI).*
(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.
(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.
(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:
(1) Taxpayer identification number (TIN)
□ TIN: _____;
□ TIN has been applied for; or
□ TIN is not required because:
□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
□ Offeror is an agency or instrumentality of a foreign government; or
□ Offeror is an agency or instrumentality of the Federal Government.
(2) *Type of organization.*
□ Sole proprietorship;
□ Partnership;
□ Corporate entity (not tax-exempt);
□ Corporate entity (tax-exempt);
□ Government entity (Federal, State, or local);
□ Foreign government;
□ International organization per 26 CFR 1.6049-4; or
□ Other.
(3) *Common parent.*
□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or
□ Name and TIN of common parent:
Name: _____

TIN: _____
(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).
(d) Commercial and Government Entity (CAGE) code.
(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	**Then…**
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—
(i) Its immediate owner(s), if any;
(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner		
Highest-level owner		
Predecessor*		

* Predecessor CAGE code may be marked "Unknown."
(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.204-91 CONTRACTOR IDENTIFICATION (OCT 2025)

Definitions. As used in this clause—
Commercial and Government Entity code means—
(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or
(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique entity identifier means an identifier used to identify a specific commercial, nonprofit, or Government entity.
(b) *Unique entity identifier (UEI).* The Contractor shall ensure that its UEI is maintained throughout the life of the contract.
(c) *Commercial and Government Entity (CAGE) code.* The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. The Contractor shall request changes to a CAGE code as indicated in the following table.

If the Contractor is…	Then…

Registered in the System for Award Management (SAM)	Initiate the change by updating its SAM registration
Located in the United States or its outlying areas and is not registered in SAM	Submit a change request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and is not registered in SAM	Request a change by contacting the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) or NSPA (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(d) *Communicating changes*. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (JAN 2026)

(a) *Definitions.* As used in this provision-—
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.
Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(g) *Disclosure*.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

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

(End of provision)

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (JAN 2026)

(a) *Definitions.* As used in this clause—
American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
Covered article, as defined in 41 U.S.C. 4713(k), means:
(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.
Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or

the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement,

control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).
Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).
(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:
(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including

equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.
(1) Prohibition. The Contractor is prohibited from—
(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);
(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).
(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.
(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.
(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.
(1) *Certain telecommunications and video surveillance equipment, systems, or services*.
(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—
(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) *Office of Foreign Assets Control Restrictions*.
(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.
(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.
(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.
(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.
(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).
(4) *Iran prohibitions*.
(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).
(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests

in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).
(e) *Governmentwide exclusion and removal orders*.
(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
(ii) For all other solicitations and contracts, DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.
(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).
(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.
(h) *General report*.
(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
(i) Contract number and order number, if applicable;
(ii) The specific prohibition the product or service is not complying with;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
(vii) Whether alternative products or services are available that would comply with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions implemented or recommended.
(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.
(i) *New FASCSA orders report*.
(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.
(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JAN 2026)

Basic Safeguarding of Covered Contractor Information Systems
(a) Definitions. As used in this clause—
Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.
Federal contract information—
(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but
(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).
Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).
Safeguarding means measures or controls that are prescribed to protect information systems.
(b) *Safeguarding requirements*.
(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:
(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
(iii) Verify and control/limit connections to and use of external information systems.
(iv) Control information posted or processed on publicly accessible information systems.
(v) Identify information system users, processes acting on behalf of users, or devices.
(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
(xii) Identify, report, and correct information and information system flaws in a timely manner.
(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
(xiv) Update malicious code protection mechanisms when new releases are available.
(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (AUG 2025)

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

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

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

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

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

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

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

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

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

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

(1) It [__]is [__]is not a foreign person; and

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

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

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

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

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

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

(End of provision)

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (OCT 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the

Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2)Discriminating in the award of subcontracts on the basis of religion.