



American Embassy Bucharest Romania

October 4th, 2024

To: Prospective Quoters

Subject: Request for Quotations number 19R01025-Q0002

Enclosed is a Request for Quotations (RFQ) for acquisition of travel management services. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the email address shown above.

We intend to award a contract to a responsible company who submits an acceptable and complete quotation at the best value for the U.S. Government. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range, if there is a need to do so.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section I, Pricing
3. Section 5 Representations and Certifications
4. Additional information as required in Section 3
5. Your company UEI (Unique Entity Identifier) number as proof of SAM Registration (required if your quotation is above \$30,000)

Offerors shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non- responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement (required for quotations above \$30,000 in value).

Quotations must be submitted by email with the subject line "Quotation **19R01025-Q0002** Enclosed" to BucharestGSOProcurement@state.gov, on or before **16:00 on 28 October 2024** (Bucharest Time). Quotations that are received after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

If you have questions regarding this solicitation, please submit them by email to my attention. All questions must be written in the English language and sent by email to: BucharestGSOProcurement@state.gov no later than 17:00 on 14 October 2024 (Bucharest Time).

Sincerely,

John McDonald
Head of Contracting Activity

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- Continuation To SF-1449, RFQ Number 19R01025Q0002 Schedule of Supplies/Services, Block 20 Description/Specifications/Work Statement
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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
RFQ NUMBER 19R01025Q0002
PRICES, BLOCK 23

1.0 DESCRIPTION

The Contractor shall at minimum provide travel management services to the U.S. Embassy Bucharest 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 30. 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.

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 for the issuance or modification of tickets and ensure any ancillary fees are in strict compliance with the FTR. 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, and Centrally Billed Account (CBA).

2.2 PRICING

A. VALUE ADDED TAX (VAT)

VAT should be excluded or refunded in accordance with applicable diplomatic exemptions.. When applicable, for reservations made for official business, the Contractor shall identify and separate taxes that may be exempt when a diplomatic exemption is applicable and apply such exemptions.

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 only fees for local transportation.

2.2.1

Transaction Description	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
Offline (Agent) Booking (Domestic/International Transaction Fee with Air, lodging or Car Rental)					
Hotel Booking fee not associated with airline ticket					
Car rental fee not associated with airline tickets					
Rail Booking Transaction fee					

MINIMUM / MAXIMUM

Contract Minimum

During the contract period (including options), the Government shall place orders for a minimum of USD 10,000.00 net. This is the contract minimum for whole period of performance for transaction fees.

Contract Maximum

During the contract period (including options), the amount of all orders shall not exceed USD 181,500. This is the contract maximum for whole period of performance transaction fees.

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CONTINUATION TO SF-1449
RFQ NUMBER 19R01025Q0002
SCHEDULE OF SUPPLIES/SERVICES, **BLOCK 20**
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.0 SCOPE OF WORK

1.1. The contract type is a requirements type contract for all travel management services required by the U.S. Department of State. The contract will be for a base period of twelve months, with four one-year options to renew.

The Contractor shall at minimum, provide travel management services to the:

- American Embassy in Bucharest, Romania

The corporate travel services that the Contractor shall provide include:

- * Travel reservations, issuance and delivery of tickets for air, rail, bus and where possible, advance seat assignments;
Estimated number of bookings **per year**: 1,200.
- * Reservations for lodging accommodations done without air ticket;
Estimated amount of reservation per year: 150
- * Detailed travelers' itineraries invoices; Estimated amount per year: 1,200.
- * Management information and billing reports derived from the booking database;
- * Automated reconciliation of travel charges incurred through the Government's Centrally Billed Account credit card (CBA) accounts; Estimated amount per year: 1,350.
- * Car rental fee; estimated amount per year: 20.
- * Train booking fee; estimated amount per year: 20

Quantities in this contract are estimates only. The Government does not guarantee these estimated quantities and the contractor shall have no right to equitable adjustment if the estimated quantities are not ordered. If the quantities change, the unit price will remain the same.

The contract start date will be on 30 November**2024 and continue through** 30 November **2025** with four (4) one-year options to renew.

1.2. Each of these items is discussed in detail in Section 1, continuation of block 20, paragraph 3.0, "Contractor Requirements for Providing Official Travel Services".

1.3. The Contractor shall also provide travel services and support for Government employees and their dependents requesting personal deviations from authorized itineraries associated with office, U.S. Government-funded travel. An individual seeking a personal deviation from official travel is required to use the Contractor's services to arrange the deviation if the Contractor is capable of ticketing using the common carrier(s) and fares(s) requested by the traveler. The Contractor may charge a const construct fee, personally paid by the traveler in addition to the transaction fee for the official portion of the travel. The Contractor shall post and publish the transaction fees associated with such service.

1.4. The Contractor shall also provide travel services for any individual sponsored by a participating agency under this contract, including personnel on temporary duty. Additionally, the Government is often called upon to assist U.S. citizens who wish to return to the U.S. The Contractor may be called upon to assist with the travel arrangements in such cases. The Contractor shall direct any question as to whether or not a service should be provided to a particular person, to the Contracting Officer or the Contracting Officer's Representative.

1.5. Upon the request of employees or other persons with disabilities traveling on official business, the Contractor must arrange necessary and reasonable accommodations, including but not limited to airline seating, in-terminal transfers, ground transportation and barrier-free or otherwise accessible lodging.

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 travel regulations and the Mission Travel Policy.

Business Day - **Monday through Friday**, except holidays listed in Section 2, DOSAR 652.237-72, "Observance of Legal Holidays and Administrative Leave", or provided to the contractor with Notice to Proceed.

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 use 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 – Refers to U.S. Embassy Bucharest.

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-fttr>

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 in 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 deviates, 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 contractor 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 US Embassy Bucharest that 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 **three** possible options for the 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 reference 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 particular 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 schedules. Tickets and billings shall be modified or reissued to reflect these changes.

3.2.9. The Contractor shall make a timely effort to notify travelers of airport closings, canceled or delayed flights, if possible.

3.2.10. 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.

3.2.11. 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.

3.2.12. 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 shall 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 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 FedRooms 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 available Government rate, 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 rental automobile 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 RESERVED

3.6 TRAVELER'S ITINERARIES AND INVOICES

The Contractor shall provide, in English, to each traveler a complete, electronic itinerary invoice document including, but not limited to the following:

- carrier(s), both marketing and operating;
- origin and destination common carrier terminals (airport or rail station) for each segment;
- flight or train number(s);
- if applicable, annotation that the traveler refused the contract or lowest fare offered;
- departure and arrival dates and time(s) for each segment of the trip;
- itemized statement of transaction fees;
- ticket numbers for all tickets issued;
- fare bucket booked for each flight (air travel only);
- PNR record locator (confirmation number) for both marketing and operating carrier(s);
- 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.
- 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 car rental 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 no earlier than two days in advance of travel unless the Government requests otherwise or if earlier ticketing is required by the airline. The Contractor shall deliver tickets only to employees designated by the Government. Specific request for posts and other tenant agency policies will be 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 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 RECONCILIATION REPORT OF TRANSPORTATION BILLINGS

3.8.1.1. 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.

3.8.1.2. 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.

3.8.1.3 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.

3.8.2 MONTHLY SALES ACTIVITY REPORT

3.8.2.1. 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.

3.8.2.2 MONTHLY TRANSACTION FEE REPORT

3.8.2.2.1 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.

3.8.2.2.2 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.

3.8.2.3 MONTHLY UNUSED TICKET REPORT

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

3.8.2.4 ANNUAL PREMIUM CLASS TRAVEL REPORT

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 - Friday, 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 travelers 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 receive a callback; Return calls shall be made within one (1) hour.

3.9.5. The Contractor shall respond to e-mail requests within one business day, unless travel is scheduled on a weekend, holiday, or business day subsequent to the day of the request.

3.9.6. The Contractor shall be able to accept major credit cards (including Visa, MasterCard, and American Express) for payment of travel services. The airline is to be the merchant for credit card charges and not the TMC. The Contractor shall be able and willing to accept an EFT for payment of transaction fees.

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.

3.10. 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 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. 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.

6.0 SPACE FOR PERFORMANCE OF REQUIRED SERVICES

6.1 The Contractor shall be able to operate from Romania to be able to service the client's local market and all other locations specified in Section 1. All expenses associated with offsite support are the responsibility of the Contractor.

7.0 MINIMUM PERSONNEL REQUIREMENTS

All Contractor personnel providing services under this contract shall be fluent in English as well as **the local language** and meet the following requirements. See also paragraph 20.0 below, "Key Personnel", for requirements regarding Key Personnel.

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. Site Manager(s) – The Contractor shall provide a Site Manager who is experienced in operating automated reservation and ticketing equipment to arrange transportation via all modes, lodging, and vehicle rentals. The Site Manager shall have supervisory experience with travel accounts and be experienced in operating the automated reservation and ticketing systems proposed for this account.

7.3. Travel Counselors/Reservationists - The Contractor shall provide full-time travel counselors/reservationists. The Travel Counselors/Reservationists shall have been trained in operating the proposed automated reservation and ticketing equipment. The Contractor shall provide qualified substitute personnel for absent permanent employees, when service levels are negatively impacted, as determined by the Government.

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

7.5 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 ensure that the quality control plan includes regular reporting and compliance checks, as required by FAR 2.246-4 and DOSAR 652.242-70. The contractor should be required to submit periodic reports to the COR detailing performance metrics and any issues encountered.

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 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:

- make adjustments 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 the 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 to take 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 closings 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
Ticket Delivery	As applicable, routinely, no earlier than two days prior to travel, emergency prepaids to appropriate airports within 2 hours.	Traveler, either by pickup or by Contractor delivery as outlined in this contract
Quarterly Sales Activity Report	10 th day after the last day of each calendar quarter	COR
Reconciliation Report of Transport Billings	10 th day after receipt of charge card vendor's billing tapes	COR
Transaction Fee Report	25 th day of each month	COR
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:

COR
US Embassy Bucharest
Romania

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 continuing 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.

13.0 HOURS OF SERVICE

The Contractor shall provide service ***Monday-Friday*** during the hours of ***08:00-17:00 (Local time)***. **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 to provide Government Travel Charge Cards to U.S. Government travelers for purchase of transportation and related travel services. The cards have the standard Citibank logo and are issued to individual employees in the employee's name.

15.4.2. In addition Citibank 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 Citibank 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.

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.

16.3 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. Transaction fees may only be charged for the issuance or modification of tickets and ensure any ancillary fees are in strict compliance with the FTR.

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	*
Site Manager(s)	*

*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 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 locally required health, injury and liability insurance and as specified by DOSAR 652.228-71

22.0 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.

23.0 TASK ORDER ISSUANCE

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

24.0 REQUIRING ACTIVITIES AND PARTICIPATING AGENCIES

(a) Requiring Activity(s).

(1) The following activity(s) are requiring activity(s) whose official transportation requirements must be ordered under this contract:

(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 requiring activity, is required to use the services under this contract for personal travel.

25.0 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
<u>Services.</u> Performs all travel management services set forth in the scope of work.	1. thru 19.	All required services are performed and no more than one (1) customer complaint is received per month.

ATTACHMENTS

Attachment	Description	Number of Pages
<u>1</u>	<u>E-Travel Services</u>	<u>2</u>
<u>2</u>	<u>Quarterly Sales Activity Report</u>	<u>1</u>

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 eTS 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 eTS 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 eTS solution.
- Non-disclosure Agreement.

The e2 Solution package provides for 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 e2 as their eTS 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 eTS implementation:

- Participate in weekly implementation planning meetings beginning no later than 2 weeks after award of the eTS Task Order. Implementation meetings will continue on a weekly basis until 2 weeks after implementation at a minimum. At the discretion of the e2 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 e2 transactions, either at the customer site or at the e2 Training facility in San Antonio, Texas.
- Provide the e2 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 e2 Help Desk to the TMC during normal business hours
- Provide a telephone number for transfer of calls from the e2 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 e2
- If profile synchronization is requested, the TMC must fill out the Profile Synchronization form at least 30 days prior to implementation of e2
- Provide the e2 technical team with 5 copies of sample PNR's

- Provide the *e2* technical team with 5 copies of sample profiles
- Provide the *e2* 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 *e2* pseudo city code (branch access only, not AAA)
- Provide the *e2* technical team with a list of pseudo cities which are authorized viewership of all online booking generated PNR's
- Provide the *e2* 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 *e2* on a weekly basis, no later than close of business on Tuesday of each week. *e2* 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 *eTS* 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

ATTACHMMMENT 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.

SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2021) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(7) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5) [Reserved].

X (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (9) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).

__ (10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

__ (11) [Reserved].

__ (12) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).

__ (13) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (14) [Reserved]

__ (15)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-6](#).

__ (16)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-7](#).

__ (17) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

__ (18)

(i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).

__ (ii) Alternate I (NOV 2016) of [52.219-9](#).

__ (iii) Alternate II (NOV 2016) of [52.219-9](#).

__ (iv) Alternate III (JUN 2020) of [52.219-9](#).

- ___ (v) Alternate IV (SEP 2021) of [52.219-9](#).
- ___ (19)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- ___ (20) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).
- ___ (21) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ([15 U.S.C. 657f](#)).
- ___ (23)
- (i) [52.219-28](#), Post Award Small Business Program Representation (MAR 2023)([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (24) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- ___ (26) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (27) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15U.S.C. 637\(a\)\(17\)](#)).
- X (28) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- X (29) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- X (30) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- ___ (31)
- (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- ___ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- ___ (32)
- (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- X (33)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-36](#).

___ (34) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

X (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (36)

(i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (37) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

___ (38)

(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (39) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (40) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___ (41)

(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (OCT 2015) of [52.223-13](#).

___ (42)

(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun2014) of [52.223-14](#).

___ (43) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

X (44)

(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of [52.223-16](#).

___ (45) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

___ (46) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

___ (47) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

___ (48)

(i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (JAN 2017) of [52.224-3](#).

___ (49)

(i) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).

___ (ii) Alternate I (OCT 2022) of [52.225-1](#).

___ (50)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

___ (ii) Alternate I [Reserved].

___ (iii) Alternate II (DEC 2022) of [52.225-3](#).

___ (iv) Alternate III (JAN 2021) of [52.225-3](#).

___ (v) Alternate IV (Oct 2022) of [52.225-3](#).

X (51) [52.225-5](#), Trade Agreements (DEC 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

___ (52) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (53) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

___ (54) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (55) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

X (56) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

___ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

___ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

X (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

___ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (61) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (62) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (63) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (64)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (NOV 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

___ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

- (vi) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
 - (vii) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
 - (viii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
 - (ix) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
 - (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
 - (xi) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
 - (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
 - (xiii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
 - (xiv)
 - (A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).
 - (B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 - (xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
 - (xvii) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).
 - (xviii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
 - (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
 - (xx)
 - (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 - (B) Alternate I (JAN 2017) of [52.224-3](#).
 - (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
 - (xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)).
- Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (FEB 2000). As prescribed in [12.301](#) (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (JUN 2023). As prescribed in [12.301](#) (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(D) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(F) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(G) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(H) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).

(I) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(J) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(K) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(L) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(M) __ (1) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

__ (2) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).

(N) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(O) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

(P) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989).

(Q) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(R) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(S) __ (1) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).

__ (2) Alternate I (JAN 2017) of [52.224-3](#).

(T) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(U) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(V) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(W) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

ADD THE FOLLOWING CLAUSE IN FULL TEXT:

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 AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
52.224-3	PRIVACY TRAINING (JAN 2017)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)
- 52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-6 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 SERVICE (JUN 2023)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period 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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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 100 €, 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 1000€
 - (2) Any order for a combination of items in excess of 1000€; or
 - (3) A series of orders from the same ordering office within 2 days 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 2 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 contract expiration.

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 the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (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 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:

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).

652.229-70 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.

652.237-72 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
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving 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 the GSO **Travel Coordinator**.

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 perform 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.

SECTION 3 - SOLICITATION PROVISIONS

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

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. **Complete the resume at the end of this section, 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. Resumes of personnel not currently employed by the Contractor must contain a statement that use of their resume for this solicitation is authorized. Specifically confirm that all proposed personnel speak, understand and write English.

1.2.2. **Identify the major automated reservation systems** (e.g., Apollo, SABRE, System 1, Worldspan) 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 solicitation 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. **Provide evidence that the quoter operates an established business with a permanent address and telephone listing.**

1.2.9.(1) **List of clients over the past two years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value**

of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Romania, then the offeror shall provide its international experience in providing services to US government agencies and have extended knowledge of the FTR, FAM and DSSR. Offerors 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 offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(2) **Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in Romania** or plans to establish an office within 30 days of contract award.

(3) **The offeror shall provide proof of SAM registration** to include the SAM UEI number;

(4) **Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources** needed to perform the work;

(5) *The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).* If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(6) **The offeror's strategic plan for Travel Agent 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 offeror 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; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

1.2.10. Offerors / Quoters shall submit an original of the complete quotation, including all supporting documents in digital version only.

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:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSIONS OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

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/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM 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 Officer, at US Embassy Bucharest. 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 the Procurement Executive (A/OPE), 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.

<u>TRANSACTION DESCRIPTION</u>	<u>ANNUAL EST. NUMBER OF TRANSACTIONS</u>
Travel reservations, issuance and delivery of tickets for air, rail, bus and where possible, advance seat assignments;	1200
Hotel Booking fee not associated with airline ticket	150
Car rental fee not associated with airline tickets	20
Detailed travelers' itineraries invoices; Estimated amount per year	1200
Automated reconciliation of travel charges incurred through the Government's Centrally Billed Account credit card (CBA) accounts;	1350
Rail Booking Transaction fee	20

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).

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover 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) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover 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) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

- (1) **It ☐ will, ☐ 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and
- (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-
REPRESENTATION (OCT 2020)

(a) *Definitions*. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations*. (1) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395](#)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](#)(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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 pursuant to 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"—

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)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and [\(b\)](#). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]*

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that—

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its 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 his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, 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.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)

~~(i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.~~

~~———— (ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".~~

~~———— (iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).~~

~~———— (iv) The terms "commercially available off the shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Supplies."~~

~~———— (2) Foreign End Products:~~

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
=====	=====	=====

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____

_____ [List as necessary]

_____ (3) Domestic end products containing a critical component:

_____ Line Item No. _____

_____ [List as necessary]

_____ (4) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

_____ (g)

(1) ~~Buy American Free Trade Agreements Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American Free Trade Agreements Israeli Trade Act, is included in this solicitation.)~~

_____ (i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

_____ (B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off the shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Free Trade Agreements Israeli Trade Act."

_____ (ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Free Trade Agreements Israeli Trade Act."

_____ Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

~~Country of Origin~~

~~(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".~~

~~Line Item No.~~

~~Exceeds 55% domestic content (yes/no)~~

_____ (iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

_____~~[List as necessary]~~

—(2) ~~Buy American Free Trade Agreements Israeli Trade Act Certificate, Alternate II~~. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

~~Israeli End Products:~~

~~Line Item No.~~

~~—[List as necessary]~~

~~—— (3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.~~
~~If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:~~

____ (g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Free Trade Agreements Israeli Trade Act":

— ~~Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:~~

~~Line Item No.~~~~Country of Origin~~

~~—[List as necessary]~~

____ (4) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

~~_____ (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S. made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."~~

~~_____ (ii) The offeror shall list as other end products those end products that are not U.S. made or designated country end products.~~

Other End Products:

~~Line Item No.~~~~Country of Origin~~

~~_____ [List as necessary]~~

~~_____ (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S. made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S. made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.~~

~~(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—~~

~~_____ (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;~~

~~_____ (2) ☐ 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 Federal, state or local government 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;~~

~~_____ (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and~~

~~_____ (4) ☐ 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.~~

~~_____ (i) Taxes are considered delinquent if both of the following criteria apply:~~

~~_____ (A) *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.~~

~~_____ (B) *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.~~

~~_____ (ii) *Examples.*~~

~~-~~

~~(A) 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.~~

~~_____ (B) 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.~~

~~_____ (C) 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.~~

~~_____ (D) 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).~~

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) ~~For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly~~

——(1) ☐ ~~In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or~~

——(2) ☐ ~~Outside the United States.~~

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)
[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision 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 implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

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;

Offeror is an agency or instrumentality of the Federal Government.

(4) *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 CFR1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

(i) **It ☐ is, ☐ is not** an inverted domestic corporation; and

(ii) **It ☐ is, ☐ is not** a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(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 owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) 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 (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>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) **It is ☐ is not ☐** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) **It is ☐ is not ☐** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:_____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) **☐ does, ☐ does not** publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that–

(i) **It ☐ does, ☐ does not** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that **it ☐ does, ☐ does not** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

Alternate I (Oct 2014). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

ADD THE FOLLOWING PROVISION IN FULL TEXT:

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION
(JUN 2020)

(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.