

Embassy of the United States of America

Sofia, Bulgaria

February 8, 2021

General Service Office
#16 Kozyak Street
Lozenets, 1408 Sofia
Bulgaria

Dear Prospective Quoter:

SUBJECT: Solicitation Number PR9709812 - Travel Management Services for U.S. Embassy, Sofia Government Employees.

Enclosed is a Request for Quotations (RFQ) for 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 address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. 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.

Quotations are due by **March 8, 2021 at 12:00 pm** local time.

Electronic quotations are preferred and should be sent to SofiaProcurement@state.gov. Oral quotations will not be accepted.

The Embassy will not conduct a pre-quotation conference.

Prospective offerors who are interested in submitting a quotation may send written question to MihovaMD@state.gov not later than close of business on **Thursday, February 18th, 2021**.

All prospective offerors will be provided a copy of all questions presented in writing along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued.

Direct any questions regarding this solicitation to Ms. Kathryn Porch, Contracting Officer by e-mail to PorchK@state.gov.

Sincerely,

Kathryn Porch
Contracting Officer

Enclosure

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER PR9709812	PAGE 1 OF 60	
<i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>						
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER PR9709812	6. SOLICITATION ISSUE DATE February 8, 2021		
7. FOR SOLICITATION INFORMATION CALL	a. NAME Kathryn Porch		b. TELEPHONE NUMBER(No collect calls) (359) 2 937 5100	8. OFFER DUE DATE/ LOCAL TIME March 8, '21/ 12:00pm		
9. ISSUED BY Embassy of USA Sofia, Bulgaria		CODE	10. THIS ACQUISITION <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL <input type="checkbox"/> HUBZONE SMALL <input type="checkbox"/> 8(A) NAICS: SIZE STD:	11. DELIVERY FOR DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS	
15. DELIVER TO General Services Officer #16 Kozyak Street 1408 Sofia, Bulgaria		CODE	16. ADMINISTERED BY General Services Officer #16 Kozyak Street 1408 Sofia, Bulgaria			
17a. CONTRACTOR/ CODE OFFEROR	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Embassy of USA Financial Management Office #16 Kozyak Street Sofia 1408 Sofia_FMO_Vou@state.gov		CODE		
TELEPHONE NO.						
<input type="checkbox"/> 17b.CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b.SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Travel Management Services to the U.S. Embassy, Sofia, Bulgaria (See attached)					
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA X ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29.AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (<i>SIGNATURE OF CONTRACTING OFFICER</i>)			
30b. NAME AND TITLE OF SIGNER (<i>TYPE OR PRINT</i>)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) Paul Swider		31c. DATE SIGNED		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER			36. PAYMENT		37. CHECK NUMBER
PARTIAL	FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (PRINT)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
RFQ NUMBER **PR9709812**
PRICES, BLOCK 23

1.0 Description

The Contractor shall provide travel management services to the U.S. Embassy, Sofia, Bulgaria, as described in this solicitation. The contract type is a firm-fixed price type contract for all travel management services. The contract will be for a one-year period from the date to start services, set forth in the Notice to Proceed, with three one-year options to renew.

2.0 Pricing

Pricing proposals shall be strictly based on a management fee. Pricing proposals must be accompanied by a narrative detailing the pricing approach utilized.

The Government will pay a management fee to the Contractor on a monthly basis regardless of the volume of sales for the respective month. See also Section 1, continuation of block 20, paragraph 2.0, Definitions, for further information on management fee and paragraph 15.0 for a further description of Government Travel Charge Card, Centrally Billed Account (CBA), and Government Travel Request (GTR) sales.

The Government will pay a service fee to the Contractor for emergency mobile phone contact coverage outside of normal working hours only, on a case by case basis. See also Section 1, continuation of block 20, paragraph 2.0, Definitions, for further information on service fee.

See Section 1, continuation of block 20, paragraph 17.0, for further information on Management Fee.

ITEM 2.1 Base Year	Monthly Fee in BGN	Quantity	Total Annual Management Fee in BGN
Fixed Price Management Fee		12 months	
	Service Fee in BGN	Quantity	
Service Fee for emergency mobile phone contact coverage outside of normal working hours per one hour of working time		1 hr	

ITEM 2.2 1st Option Year	Monthly Fee in BGN	Quantity	Annual Management Fee in BGN
Fixed Price Management Fee		12 months	
	Service Fee in BGN	Quantity	
Service Fee for emergency mobile phone contact coverage outside of normal working hours per one hour of working time		1 hr	

ITEM 2.3 2nd Option Year	Monthly Fee in BGN	Quantity	Annual Management Fee in BGN
Fixed Price Management Fee		12 months	
	Service Fee in BGN	Quantity	
Service Fee for emergency mobile phone contact coverage outside of normal working hours per one hour of working time		1 hr	

ITEM 2.4 3rd Option Year	Monthly Fee in BGN	Quantity	Annual Management Fee in BGN
Fixed Price Management Fee		12 months	
	Service Fee in BGN	Quantity	
Service Fee for emergency mobile phone contact coverage outside of normal working hours per one hour of working time		1 hr	

Total management fee for base period	BGN _____
Total management fee for option year 1	BGN _____
Total management fee for option year 2	BGN _____
Total management fee for option year 3	BGN _____
GRAND TOTAL	BGN _____

2.6 VALUE ADDED TAX

The offeror shall state in writing whether VAT is applied to the CLIN rates. If VAT is applicable it should be clearly stated in the quotation and the invoices.

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CONTINUATION TO SF-1449
RFQ NUMBER **PR9709812**
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.0 Scope of Work

1.1. The Contractor shall provide corporate travel services for official domestic and international travel of Government employees and their dependents. Domestic and international travel includes travel within the country in which the U.S. Embassy Sofia is located and travel outside that country, including travel within the U.S. and other countries. The Contractor shall be properly accredited and certified to sell international tickets in Bulgaria on behalf of the airlines directly without subcontracting. The corporate travel services that the Contractor shall provide include:

- Travel reservations, issuance and delivery of tickets for air, rail, bus and steamship carriers; and where possible, advance seat assignments and advance boarding passes;
- Reservations for lodging accommodations;
- Commercial automobile rental services;
- Detailed travelers' itineraries;
- Mobile phone contact for emergencies outside of working hours;
- Minimum one agent, certified by the International Air Transport Association Network (IATA), fluent in Bulgarian and English, solely dedicated to this contract, with sufficient trained back-up as necessary to accommodate illness, vacation or other absences of the primary dedicated agent;
- Management information and billing reports derived from the booking database;

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, if requested, provide on an open-market basis, complete personal travel services and support for Government employees and their dependents requesting personal (unofficial) travel arrangements. However, no individual is required to use the services under this contract for personal travel.

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.

1.6 The contractor shall provide one “implant” employee assigned full time to the Embassy. The agent shall be solely dedicated to the Embassy clients and shall not be providing services to other customers. **The “implant” office shall be registered as a separate IATA location.** The Embassy will provide a fully furnished office located at Level 1 of the building, room #1570. The contractor shall provide any and all additional equipment required, including but not limited to, computers, network connections to reservation systems, additional office furniture and printers.

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: <http://www.arccorp.com>.

Business Day – Monday through Friday, except holidays listed in Section 2, DOSAR 652.237-72, “Observance of Legal Holidays And Administrative Leave”.

CBA - Centrally Billed Account. Account established by a charge card Contractor at the request of an agency as defined in this document. Consolidated airline ticket charges accrued through use of centrally billed accounts shall be billed monthly. Expenses billed against centrally billed accounts are paid to the Government travel charge card program Contractor.

Commission - Amount paid to the Contractor by another entity not a party to this contract, such as an airline, for each airline ticket the Contractor books for that airline.

COR - Contracting Officer's Representative. See Section 2, DOSAR 652.242-70, Contracting Officer's Representative (COR)

CRS - Central Reservation System. A major airline computer reservations system, such as Apollo, Sabre, Worldspan or Amadeus.

Embassy – Refers to U.S. Embassy Sofia, Bulgaria.

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. Available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402-9325: (1) as a bound volume of the Code of Federal Regulations (41 CFR, Chapter 201 to end); and (2) in a loose-leaf edition. Also available on the internet at: <http://www.policyworks.gov>.

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 14 FAM 583.

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

Government Excess Baggage Authorization/Ticket (GEBAT) - Issued by the carrier to the traveler when presented with a GTR that authorizes the carriage of excess baggage. The GEBAT is used by the carrier(s) to support subsequent billing of charges. Excess baggage is reimbursable up to the weight authorized. NOTE: GEBAT's are gradually disappearing. If the traveler is not using a GTR, the traveler will pay for excess baggage with a credit card or cash.

Government Travel Charge Card - General Services Administration (GSA) Contractor-issued charge card to be used by travelers of an agency to pay for passenger transportation services, subsistence expenses and other allowable travel and transportation expenses incurred in connection with official travel. Although the employee is liable for payment of all charges incurred, including those for ATM withdrawals, the employee shall be reimbursed by his/her agency for all authorized and allowable travel and transportation expenses.

GSA - U.S. Government General Services Administration.

GTR - Government Travel Request issued on a 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. 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. A copy of the Act can be obtained by writing: Hotel/Motel Fire Safety, Office of Fire Prevention and Arson Control, Fire Administration, 16825 S. Seton Ave., Emmitsburg, MD 21727, USA. As defined in the Act, this only applies to the United States and its territories as described on the website at <http://www.usfa.fema.gov/hotel>.

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>.

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, EDI, electronic, floppy disk, optically stored media, computer disks, microfiche, microfilm, computer to computer communications via mode, Networks (value added), facsimile or any other acceptable method of available communication).

Management Fee - A firm-fixed price monthly fee paid by the agency/organization to the Contractor, as compensation to the contractor for travel services provided.

OAG - Official Airline Guide. Official Airline Guide (both Flight and Travel Guides). The OAG is available on the internet at <https://oag.com>.

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

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

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.

Service Fee - Pricing, if any, for a value-added service.

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.

Transaction - Issuance of a ticket for common carrier transportation, 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.

Travel Authorization - Document authorizing official Government travel.

Travel Management Center (TMC) - A commercial travel firm under contract to **U.S. Embassy, Sofia** that provides reservations, ticketing and related travel management services for Federal travelers.

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

Traveler's Checks - GSA Government travel charge card program Contractor-issued traveler's checks.

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. Taxes - When reservations are made for official business, the Contractor shall ensure that rate does not include taxes for which diplomatic personnel are exempt.

3.2 Transportation

3.2.1 The Contractor shall comply with mandatory Government programs for air travel. Except for the constraints of the "City Pairs" contract program noted below, and the Fly America Act, the Contractor shall book the lowest available fare that satisfies the agency's mission requirements. If reservations made by the Contractor are not at the lowest available rate allowed by policy, the Contractor shall refund the agency the difference. The contractor shall provide the traveler with information on available travel options (available flights/times, prices) within one business day upon receipt of the request.

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 contract air service (e.g., 'YCA', '_CA') 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. 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. These contract fares may be obtained only with a GTR, a Government Travel Charge Card or a CBA.

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, Government Travel Charge Card, 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.

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 may 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 Internet at <http://www.gsa.gov>, then click on "Travel".

3.2.2.5. It should be noted, however, that any restricted fare which provides for a monetary penalty for itinerary changes or flight cancellations shall not be used without the written consent of the using agency.

3.2.2.6. Full coach fares may be used if no reduced fares are available.

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

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, mobile phone number available to travelers to perform emergency itinerary changes and emergency services outside regular business hours.

3.2.5. The FTR prohibits payment for premium-class travel except for a few specific instances. 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.

3.2.6. Back-to-back faring, or hidden city ticketing are prohibited under this contract.

3.2.7. The Contractor shall provide the traveler with last seat availability, advance seat assignment, and advance boarding passes on all airlines for which the Contractor can offer these services.

3.2.8. The Contractor shall make adjustments for any change(s) in flight, train, bus or steamship 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, trains, buses or voyages.

3.3. Lodging

3.3.1. The Contractor shall provide lodging reservation services within one business day upon receipt of the request. These services shall include initiating and confirming reservations and confirming the rate at which the reservation is made. The Contractor shall issue hotel vouchers where applicable and upon traveler's request.

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.

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. The Military Traffic Management Command, Department of Defense, 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. The Contractor shall issue commercial vehicle vouchers where applicable and upon traveler's request.

3.4.2. The Federal Travel Regulation, Chapter 301 Temp Duty (TDY) Allowances §301-10.450 requires that compact-size passenger vehicles must be used for official travel when the use of a rental car is authorized. It is incumbent upon the traveler to be prudent in selecting the method of ground transportation that best meets the traveler's needs. Therefore, since the final selection of car rental companies rests with the traveler, the reservations made by the Contractor must be made at the lowest available rate which conforms to the traveler's request and the FTR, or the Contractor must refund the agency the difference. If reservations made by the Contractor are not the lowest available Government rate, the Contractor shall refund the agency the difference.

3.5. Related Services

3.5.1. Health Requirements. The Contractor shall provide travelers with advice on necessary health requirements, including types of inoculations and vaccinations whether required or suggested for foreign travel. The Contractor shall issue health insurance policy upon traveler's request.

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

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

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

3.5.5. Upon request the Contractor shall provide assistance with reservations for shipping of pets as excess baggage on regularly-scheduled commercial airline flights.

3.5.6. The Contractor shall provide assistance with booking and confirmation of upgrades, through use of frequent flyer miles, into business or premium class.

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

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

3.7. Ticket Delivery

3.7.1. The Contractor shall provide electronic tickets, itineraries, and boarding passes (if applicable), and other travel documents, as determined necessary by the Embassy. The Contractor shall also provide emergency delivery to those local delivery points or the local airport within two hours notice. Tickets shall routinely be provided 3 days in advance of travel unless the Government requests otherwise. The Contractor shall deliver tickets only to employees designated by the Government.

3.7.2. Travelers shall be provided an itinerary and confirmation number in advance of travel. Prepaid tickets shall not be used as a routine method of providing tickets.

3.8. Traveler's Checks (Reserved)

3.9. 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:

3.9.1. QUARTERLY PROBLEMS AND SOLUTIONS REPORT - A concise quarterly narrative (no more than one page) of the Contractor's activities. This report shall identify problems and recommend solutions. The report shall include suggestions to enhance service, where appropriate. The Government encourages interim reports, as deemed necessary by the Contractor;

3.9.2. QUARTERLY SALES ACTIVITY REPORT - A quarterly summary of sales activity data. The Contractor shall prepare the report in accordance with the sample in Section 1, Attachment 1. This summary shall reflect all official sales activity for each agency using the contract, whether the travel was purchased using a GTR, Government Travel Charge Card or CBA.

3.10. Communications System and Emergency Services

3.10.1. The Contractor shall provide service, Monday through 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 dedicated telephone service for the account(s) at no cost to the Government, to include:

- a mobile phone contact number available to travelers which will allow immediate access to a reservation agent to perform emergency itinerary changes outside regular business hours.

3.10.2. (Reserved)

3.10.3. 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 manning the office 24 hours a day as required by the Government responding to the emergency/evacuation and providing necessary delivery of tickets.

3.10.4. 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 give the traveler at least two options:

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

Return calls shall be made within one (1) hour. The Contractor shall respond to facsimile or e-mail requests by close of business on the following business day, unless travel is scheduled on a weekend, holiday, or business day subsequent to the day of the request.

3.10.5. Many times services required outside normal working hours are as a result of visits by U.S. Government officials to the Embassy. In providing this service, the Contractor may be required to provide Travel Counselors/Reservationists on weekends, holidays and/or weekdays before or after normal office hours. In adhering to this requirement, the Contractor shall comply with all local labor laws including the payment of staff overtime when applicable. Additionally, the Contractor shall provide travelers' assistance services to official visitors. The average annual number of visitors requiring traveler's assistance services is 10-50. Services would be of a "Visitors Bureau" type that, as a minimum, could include the following:

- Lodging Reservations

- Travel Changes and Confirmations
- Entertainment Reservations, including short excursions
- VIP Services

3.10.6. The Contractor shall be capable of accepting most major credit cards for payment of travel services.

3.10.7. (Reserved)

3.10.8. 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.

3.11. 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 CRS is not operating and for airlines that do not subscribe to a CRS.

3.12. Telefax Capability - The Contractor is required to have international FAX capability at each site from which services are provided under this contract.

3.13. 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.

4.0. Contractor Priority - The Government's 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 unless otherwise specified in Section 1, Attachment 2 as being furnished by the Government. The Contractor shall use automated reservation equipment, with the capacity to display all available fares, generate automated travel itineraries, issue advance boarding passes, and print tickets automatically.

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

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

6.0 Space for Performance of Required Services

6.1. **On-site Services** - For the provision of On-site Travel Management Center (TMC) Services, the Contractor shall operate in the Government's facility, on Federal property, in an "implant" office located in the American Embassy office building, Level 1. All reservation services and ticket delivery to agencies shall be provided without cost to the Government.

6.2. (Reserved)

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

7.0 Minimum Personnel Requirements

All Contractor personnel providing services under this contract shall be fluent in English 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 Embassy does not require Site Manager(s) under this contract.

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 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).

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.

NOTE: Failure to effect 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 later than three 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 Problems and Solutions Report	10 th day after the last day of each calendar quarter	COR
Quarterly Sales Activity Report	10 th day after the last day of each calendar quarter	COR

*Days represent calendar days

10.2. Addressees

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

Embassy of USA
General Services Office
#16 Kozyak Street
1408 Sofia
Bulgaria

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 three (3), one-year options to renew. This contract also includes an additional option under FAR 52.217-8. The initial period of performance includes any transition period authorized under the contract.

12.0 Place of Performance

The Contractor is required to provide one Travel Management Center to be used to provide the services required hereunder. This center shall be staffed by the Contractor's personnel and located at #16 Kozyak Street, Sofia, Bulgaria.

13.0 Hours of Service

The Contractor shall provide service Monday-Friday during the hours 8:30 am - 5:00 pm, with a half-hour lunch break from 12:30pm – 1:00pm. The Contractor shall provide emergency services outside regular working hours through a 24-hour, through a mobile 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 management 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 ensure that the Government is billed for prepaid ticket charges only when required by airline tariff.

14.2. 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.

14.3. 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.

14.4. (Reserved)

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.

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.

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 the *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.

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

Currently there are no agencies at the US Embassy, Sofia that do not participate in the Government Travel Charge Card or CBA Program.

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 Management Fee

17.1 These procedures apply to travel of Embassy employees and their dependents.

17.2 Management Fee. The Contractor shall charge a fixed fee per month to cover operational costs and transaction costs to provide travel services of Embassy employees and their dependents. The fee will not fluctuate based on total ticket sales, but remain fixed each month. The Contractor shall provide an invoice to the Embassy by the tenth day of each month regarding payment of the Management Fee. **No separate transaction fees or ticket service charges may be charged for travel, except for the service fee for emergencies on a case by case basis.** The Contractor shall ensure that the Management Fee is allowable under local and international law. The Contractor shall comply with all laws, local and international, applicable to management fees.

17.3 Invoice Submission - If mailed please send your invoice to:

Embassy of USA
Financial Management Office
#16 Kozyak Street
Sofia 1408
Bulgaria

Electronic invoices should be sent to Sofia_FMO_Vou@state.gov.

Please include the PR and Order Number on your invoice to allow proper handling and prompt payment.

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	*
Travel Counselor / Reservationist	*

*To be completed at time of award.

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

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

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

21.0 Personal Injury, Property Loss or Damage (Liability) - The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services required under this contract.

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

Cumulative General Liability \$500,000.00

23.0 Bonding of Employees – (Reserved).

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

25.0 Post Award Conference - Within 5 days after contract award, a post award conference will be held at the Embassy, the precise location, date and time to be provided by the Government at time of award.

26.0 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:

- **U.S. Department of State**

(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.

27. 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

<u>Attachment</u>	<u>Description</u>	<u>Number of Pages</u>
1	Quarterly Sales Activity Report	1
2	Government Furnished Property	1

QUARTERLY SALES ACTIVITY REPORT INSTRUCTIONS

This form shall be used by the Contractor for submission of the Quarterly Sales Activity Report. The form shall be submitted in accordance with the requirements of the contract. This form may be duplicated by the Contractor.

Contact Name and Telephone No. - Name and phone number of the person who can answer questions regarding this report. This should typically be the Contractor's Project Manager, unless the Contracting Officer approves another person for purposes of answering questions regarding this report.

IATA Number - The 5 digit (Air Traffic Code) number within the International Air Transport Association Number

Report Date - Indicate year and month (YYMM) of the reporting period.

NOTE: - The Contracting Officer's Representative will provide instructions to the Contractor regarding presentation of the data by agency. Typically, all travel for each agency supported by the Contractor under this contract will be combined per line. For example, all travel for personnel using Dept. of State funds will be presented on one line; all travel for U.S. Agency for International Development on another line, etc.

(A) Agency Name - List name of agency, e.g., State, AID.

(B) FIPS Code - List the appropriate Federal Information Processing Standard (FIPS) code for each agency name.

Air Transportation - Indicate in this section only data related to airline sales, cost avoidance, and tickets. All refunds and cancellation should be deducted from the dollar values and number of tickets reported. NOTE: The following guidelines shall be used to record Airlines Sales and Ticket entries for multiple leg trips where more than one discount or non-discount combinations are used>

--Use VALIDATING CARRIER OR FIRST LEG to classify the ticket.

--If the VALIDATING CARRIER OR FIRST LEG is one of the following, record the ticket as YCA/MCA, or YDG/MDG, or All Other.

SALES - Dollar amounts for airline transportation. NOTE: ENTRIES MUST BE ENTERED IN THOUSANDS OF DOLLARS ROUNDED TO THE FIRST DECIMAL POINT (e.g., \$25,549 would be entered as 25.5).

(C) YCA/MCA - Dollar value of tickets sold at contract city-pair fare.

(D) Total Sales - Total of all air transportations.

(E) Cost Avoidance - Difference between actual fares paid and base fares of lowest UNRESTRICTED available "Y".

(F) YCA/MCA - Tickets sold using unrestricted/restricted contract city-pair discount fare.

(G) YDG/MDG - Tickets sold at noncontract Government discounts.

(H) All Others - Tickets sold at other than YCA, MCA, or YDG/MDG fares

(I) Total Tickets - Total tickets sold; sum of columns (F through H).

(J) City Pair Exceptions - Total number of instances where contract city pairs existed but YCA or MCA Fares were not used.

(K)/(L) International Abstract - Sales, Columns (K) and (L) for International Travel, also reflected in Columns (D) and (I), respectively. (Sales dollars are to be entered in thousands of dollars rounded to the nearest first decimal point.)

(M)/(N) Other Transportation - Total Sales Column (M) and Total Tickets Column (N) with refunds and cancellations deducted, for rail and bus transportation.

Other Services (NOTE: Indicate only one booking per trip/ticket sold, for hotel and car rental, when several hotels and cars were booked for a specific trip.

--**(O) Hotel Bookings** - The number of times, (one per ticket sold) hotels were booked for travelers.

--**(P) Car Rentals** - The number of times, (one per ticket sold) car rentals were booked for travelers.

Totals - Add each column of the report on the last page, indicating the grand totals for the reporting period.

Attachment 2 to Description/Specifications/Statement of Work

Government Furnished Property

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

Nomenclature	Serial Number	Acquisition Cost (each)	Property Condition Code	Quantity	Date of Acquisition
Free Standing L-shaped desk	M-FDR 2	\$1899.00	4	1	2004
Visitor Chair, Black		\$150.00	4	1	2006
Guest Chair, Upholstered	BH-CH 188	\$676.00	4	1	2004
Work Desk Life Arm Chair	M-CH 66	\$684.00	4	1	2004
3 High Lateral File Cabinet	OSL-2	\$487.00	4	2	2004
5 Drawer Legal Width Vertical File	OSV-2	\$450.00	4	1	2004
Square End Table	DE-LGE 168	\$560.00	4	1	2004
Nortel Desk Telephone Set	M3903	\$400.00	4	1	2004

PROPERTY CONDITIONS CODES

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

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) and (DEVIATION 2017-02) (JUNE 2017, is incorporated by reference (see SF-1449, Block 27A)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (Nov 2020)

(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 items:

(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 (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [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 items:

[Contracting Officer check as appropriate.]

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([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.)

(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].

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

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

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).

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

__ (10) [Reserved].

__ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-3](#).

__ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-4](#).

__ (13) [Reserved]

__ (14) (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](#).

__ (15) (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](#).

__ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

__ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([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 (JUN 2020) of [52.219-9](#).

__ (18) (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](#).

__ (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).

__ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).

___ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (NOV 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-28](#).

___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).

___ (24) [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 (Mar2020) ([15 U.S.C. 637\(m\)](#)).

___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

___ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15U.S.C. 637\(a\)\(17\)](#)).

___ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

___ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

___ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

___ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

___ (ii) Alternate I (FEB 1999) of [52.222-26](#).

___ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-35](#).

___ (32)

(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](#).

___ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

___ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X ___ (35) (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([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).

___ (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

___ (37) (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.)

__ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

X (40) (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](#).

__ (41) (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](#).

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

X (43) (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](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

__ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

__ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

X (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

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

__ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

__ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 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 (MAY 2014) of [52.225-3](#).

__ (iii) Alternate II (MAY 2014) of [52.225-3](#).

__ (iv) Alternate III (MAY 2014) of [52.225-3](#).

__ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) [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. 2302](#)Note).

__ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

__ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

__ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).

X (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

__ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

__ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

__ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

__ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

__ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

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

__ (iii) Alternate II (FEB 2006) of [52.247-64](#).

(c) Not applicable

(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) Not applicable

(End of clause)

52.229-12 Tax on Certain Foreign Procurements (JUN 2020)

(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), 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. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to see 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 clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
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)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)

The following FAR clauses are provided in full text:

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 48 months.

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.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE
(AUG 1999)

All work shall be performed Monday through Friday from 8:00am until 5:00pm except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

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

New Year's Day # ♦
Martin Luther King Day #
Presidents' Day #
National Day♦
Good Friday♦
Orthodox Easter Monday ♦
Labor Day ♦
St. George's Day, Day of Valor and the Bulgarian Army♦
Saints Cyril & Methodius Day♦
Memorial Day #
Independence Day #
Labor Day #
Unification Day♦
Independence Day ♦
Columbus Day #
Veterans Day #
Thanksgiving Day #
Christmas Day#, Day After Christmas♦

denotes American holiday

♦ denotes Bulgarian holiday

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

b) When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday 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.

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 Travel Supervisor.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it 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.

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.

(End of clause)

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2017), 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.

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

1.2.4. 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.

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

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

1.2.7. Provide evidence that the quoter operates an established business with a permanent address and telephone listing.

1.2.8. (1) List of clients over the past three (3) 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 Bulgaria then the offeror shall provide its international experience. 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 can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(3) 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.

(4) The offeror's strategic plan for travel management 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.

1.2.9. SAM.gov REGISTRATION

By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>

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 (JUL 2016)
52.214-34	SUBMISSIONS OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

The following DOSAR provision is provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Competition Advocate 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 to first contact the contracting office for the respective 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, Gary Anderson, at tel. +359 2 939 5100. For a U.S. 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 price, 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 totaling the offered management fees for the base and all option periods. Proposals received in other currencies than BGN will be rejected and shall be excluded from the competition.

The estimates set forth below are provided only for purposes of computing the proposed management fee offered but are not guaranteed.

Period	Air tickets	Other reservations (hotels, rental cars, etc.)	Total transactions
2018	968	69	1037
2019	1030	233	1263
2020	467	44	511

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.

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 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)

52.212-3 Offeror Representations and Certifications-Commercial Items. (Nov 2020)

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. 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 the field of operation in which it is bidding on Government contracts, 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 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.

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.

(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 Items, 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) [Reserved.](#)

(d) [Reserved.](#)

(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) [Reserved.](#)

(g) [Reserved.](#)

(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) *Reserved.*

(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)

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:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN
ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND
CERTIFICATIONS (JUN 2020)