

**US Embassy  
Request for Quotation  
No: S-LE200-08-Q-0002  
Travel Management Services**

US Embassy in Beirut requests quotations for Travel Management Services for its employees for five years effective October 1, 2008.

RFQ restricted to IATA accredited agencies.

RFQ documents and instructions can be downloaded from the Embassy website at: <http://lebanon.usembassy.gov>.

**The closing date for receiving proposals is 12:00 hours on May 16, 2008.**

Beirut, Lebanon

April 21, 2008

Dear Prospective Quoter:

SUBJECT: Solicitation Number S-LE200-08-Q-0002

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 at the Embassy by 12:00 hours on May 16, 2008.**

Direct any questions regarding this solicitation to Calvin Dubose, Contracting Officer [dubosece@state.gov](mailto:dubosece@state.gov). or to Garo Ohanian, Procurement Supervisor at [ohaniangk@state.gov](mailto:ohaniangk@state.gov) **by email only by or before 12:00 hours May 5, 2008.**

Sincerely,

Calvin Dubose  
Contracting Officer

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER	PAGE <b>0</b> OF <b>63</b>	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>S-LE200-08-Q-0002</b>	6. SOLICITATION ISSUE DATE <b>APRIL 22, 2008</b>		
7. FOR SOLICITATION INFORMATION CALL	a. NAME <b>CALVIN DUBOSE or GARO OHANIAN</b> <b><u>dubosece@state.gov</u></b> <b><u>ohaniangk@state.gov</u></b>			b. TELEPHONE NUMBER(No collect calls)	8. OFFER DUE DATE/ LOCAL TIME <b>May 16, 2008 AT 1200 HOURS</b>	
9. ISSUED BY <b>US EMBASSY AWKAR BEIRUT, LEBANON</b>		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	12. DISCOUNT TERMS	
15. DELIVER TO <b>US EMBASSY AWKAR BEIRUT, LEBANON</b>		CODE	16. ADMINISTERED BY <b>US EMBASSY AWKAR BEIRUT, LEBANON</b>			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY <b>US EMBASSY AWKAR BEIRUT, LEBANON</b>			
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>Travel Management Services for the US Embassy in Beirut, Lebanon</b>  <b>(See attached)</b>  <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.						
<input checked="" 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 checked="" type="checkbox"/> ARE NOT ATTACHED.						
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>  1  </u> 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 (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		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		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL	FINAL			<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		
41.a. 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 S-LE200-08-Q-0002  
PRICES, BLOCK 23**

1.0 Description

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

2.0 Transaction Fees and Commission Refund Process

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

2.3. Pricing

Transaction Description	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
On-site Services - Domestic/International Transaction Fee					

2.4 Commissions:

Commissions received for Official Travel from Airline or Carriers: Commissions received on tickets for official USG travel under this contract shall be passed on to the USG in the form of further reduction cost from the Transaction Fee as long as commissions exist in Lebanon. The contractors' invoice/statements provided for payment or reporting shall reflect any commissions pertaining to this. Also see 15.1.

Contracting Office  
US Embassy, Beirut

RFQ # S-LE200-08-Q-0002

4/16/2008

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**CONTINUATION TO SF-1449, RFQ NUMBER S-LE200-08-Q-0002  
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 Beirut is located and travel outside that country, including travel within the U.S and other countries. 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;
- Assistance in obtaining passports, visas, and advice regarding health requirements;
- Detailed travelers' itineraries;
- Management information and billing reports derived from the booking database;
- Automated reconciliation of travel charges incurred through the Government's CBA accounts;
- Information pamphlets for Government travelers who use the contract.

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. The transaction fees listed in the Pricing portion of this contract apply only to official travel. The Contractor may charge the same fee or a lesser or greater fee for personal travel. However, the Contractor is responsible posting in a clearly visible public place the transaction fees to be charged 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.

## 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 0900-1400 hours, 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 or Worldspan.

**Embassy** – Refers to U.S. Embassy in Beirut, Lebanon. Also refers to any consulates listed in paragraph 1.1 above.

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

**Federal Travel Regulation (FTR)** - See 41 CFR Chapters 300-304. Chapter 301 governs travel and transportation allowances for Federal civilian employees. 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 6 FAM 135.

**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).

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

**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. For billing purposes under this contract, a refund is not a separate transaction.

**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, or changes to that ticket after issuance. Other travel reservations associated with the travel under that ticket, including but not limited to, hotel reservations, car rental, and other traveler services, are not considered a transaction for purposes of charging a transaction fee.

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

**Travel Authorization** - Document authorizing official Government travel.

**Travel Management Center (TMC)** - A commercial travel firm under contract to US Embassy in Beirut, Lebanon 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.

### 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 on Government Business".

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 6.

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, telephone number available to travelers to perform emergency itinerary changes and emergency services outside regular business hours. The Contractor shall be responsible for ensuring that any subcontractor providing such emergency service complies with all conditions of the contract.

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

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. These services shall include initiating and confirming reservations and confirming the rate at which the reservation is made.

3.3.2. Where the Government has agreements with hotels/motels for discount Government rates, the Contractor shall endeavor to obtain such rates for Government travelers. (Frequently these rates are capacity-controlled.) If necessary to obtain Government rates, the Contractor shall call such hotels directly, rather than by telephone 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.

3.4.2. Under the FTR, it is incumbent upon the traveler to be prudent in selecting the method of ground transportation that best meets the traveler's needs. Therefore, since the final selection of car rental companies and car sizes 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, 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.

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

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

3.5.4. Reserved

3.5.5. Reserved

3.5.6. Information Pamphlets

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

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

3.5.7. Special Fares/Packages

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

### 3.6. Traveler's Itineraries

The Contractor shall provide to each traveler a complete, printed 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 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 telephone 800 numbers, (the latter only if available in the country in which these services are provided) for both the servicing office and the after-hours emergency services location. If telephone 800 numbers are not available, then the collect calls shall be accepted and this notification shall be included on the itinerary.
- 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.
- 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.

3.7. Reserved

3.8. 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.

### 3.9.3. RESERVED

### 3.9.4. MONTHLY TRANSACTION FEE REPORT

3.9.4.1 A Bi-Weekly report based on the transaction fee schedule of the contract. This report shall list all transaction fees to be paid by user agency. The fees shall be broken down, not only by agency, but also by type of transaction, following the line items in the pricing portion of this contract. For example, if a courier is used, the transaction fee associated with courier delivery shall be listed separately from the standard transaction fee.

## 3.10. Communications System and Emergency Services

3.10.1. The Contractor shall provide service, Monday thru 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:

- telephone service for Government use, to the servicing location, during regular working hours;
- a 24-hour telephone number available to travelers which will allow immediate access to a reservation agent to perform emergency itinerary changes outside regular business hours;
- and the acceptance of collect calls when telephone access is unavailable.

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

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 400, with estimated annual sales of \$712,000. Services would be of a "Visitors Bureau" type that, as a minimum, could include the following:

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

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

3.10.7. If the Contractor's reservation center is remote from the Embassy, the Contractor shall provide telephone numbers for use by agencies' employees to make reservations during the Embassy's regular hours of operations. Remote is

defined as areas where agencies would have to make long-distance calls to reach the Contractor.

3.10.8. 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.

### 3.14 eTravel Service (eTS)

The electronic travel (eTravel) project is grounded in the President's E-Government initiative and the Administration's commitment to employ the latest technology to create a more efficient, citizen-centered Federal Government. The eTravel project was launched in response to The President's Management Agenda. eTravel is a change management initiative that is supported and enabled by technology. Its mission is to improve the internal efficiency and effectiveness of the Federal Government by simplifying applicable policies and regulations and by implementing common administrative processes for Government travel services that eliminate duplicative and redundant processes and systems. eTravel is a collaborative, inter-agency initiative

whose purpose is to realize operational efficiencies, cost-savings, and increased service to the Federal traveler through a common, automated, and integrated approach to managing Federal Government travel functions.

The eTravel initiative provides a web-based, end-to-end travel management service for use by U.S. Department of State which has been awarded to CW Government Travel. Use of the eTravel Service (eTS) by Executive Branch agencies is established by policy and regulation. The eTravel Program Management Office ensure compliance with the policies, regulations, and use of the common Government-wide eTS and although not currently required, will be required once eTS is available.

### eTS REQUIREMENTS

In support of eTS as specified in agency task orders, the Contractor shall:

Ensure that products/services provided to participating agencies complement and support the eTravel Service (eTS) and its objectives in an efficient and cost-effective manner.

The objective of the eTS is to:

Consolidate travel processes at the Government-wide level;

Consolidate travel processes through the common Government-wide eTravel Service

Consolidate data to enable leveraging the Government's travel buying power;

Provide an integrated, web-based travel management environment that is customer-centric, self-service, and offers end-to-end travel services from travel planning, reservation and ticketing services through voucher approval and common data output for agency financial systems;

Facilitate and simplify the travel process for the Federal traveler, and improve customer service to the Federal traveler; and foster superior customer satisfaction;

Accelerate reimbursement of travel expenses to the Federal traveler and to travel charge card vendors;

Enable central travel management and make travel procedures configurable at the department, agency, and subordinate organization levels;

Minimize or eliminate the Government's capital investment as well as Government-wide operational and maintenance costs;

Significantly reduce the cost of Federal travel management to achieve dramatic savings by avoiding unnecessary duplication of automation efforts by the various federal agencies;

Provide Government-wide consolidated and aggregated data to support world class travel management and afford greater visibility into Federal travel processes for continued management improvement and cost savings;

Leverage commercial and Government travel management best practices and adopt commercial standards and practices wherever possible;

Maximize the use of open architecture standards, as well as leverage industry standards and commercially available services and support items.

Work and exchange data with the eTS contractor under contract with the Government as specified in the task order. This may include interfacing/integrating with the eTS provider by providing contact information, telephone numbers, file formats/sample PNRs, open branch access/pseudo city codes; participating in subcontractor/teaming agreements; participating in training and/or meetings; non-disclosure agreements; synchronization and security requirements; etc. Unless otherwise mutually agreed to between the eTS and TSS contractors, ownership of the PNR shall reside with the ticketing entity. Each eTS contractor's standards for accommodating non-eTS travel agent service providers is provided at Attachment 3.

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

#### 4.0. Contractor Priority

The Government's 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 Government will provide the property listed in Section 1, Attachment 2. The Contractor has the option to reject any or all Government furnished property or items. However, if the Government furnished property is rejected, Contractor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government. The Contractor shall use all Government furnished property or items only in connection with performance under this contract. The Contractor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. Negligent use of Government furnished property that results in damage or destruction is cause for repair or replacement at the Contractor's expense.

5.2. 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.

5.2.1. 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.

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

## 6.0 Space for Performance of Required Services

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

6.2. The Contractor shall be responsible for paying for his telephone and facsimile monthly bills.

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 Embassy Control Office (Charlie Post). 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. RESERVED

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).

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

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

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

## 9.0 Transition Requirement and Continuity of Services

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

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

9.3. The Contractor shall book all requests it receives prior to the expiration of the contract regardless of the date of commencement of travel. Unless otherwise requested by the ordering agency, however, the Contractor shall not issue tickets for travel that commences later than two working days after the expiration of the contract.

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

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

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

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

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

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

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

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

NOTE: Failure to 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:

<u>REFERENCE/ DELIVERABLE</u>	<u>DUE DATE*</u>	<u>ADDRESSEE</u>
Ticket Delivery	As applicable. Routinely, no earlier than two days prior to travel, emergency prepaids to appropriate airports within 2 hours.	Traveler, either by pickup or by Contractor delivery as outlined in this contract
Quarterly Problems and	10th day after the last day	COR

Solutions Report	of each calendar quarter	
Quarterly Sales Activity Report	10th day after the last day of each calendar quarter	COR
Transaction Fee Report	Every 2 weeks	COR
TMC Information Pamphlet	14 days after start date listed in Notice to Proceed and for all other deliveries, within 3 days of request from COR; to individual travelers at time of ticket issuance	COR/traveler
Quality Service survey	14 days after start date set forth in Notice to Proceed	COR

\*Days represent calendar days

## 10.2. Addressees

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

Travel Supervisor  
Travel Office  
US Embassy  
Beirut, Lebanon

## 11.0 Notice to Proceed, Period of Performance, and Options.

### 11.1. Notice to Proceed

11.1.1. Immediately upon receipt of notice of award, the Contractor shall take all necessary steps to prepare for performance of the services required hereunder.

The Contractor shall have a maximum of thirty calendar days to complete these steps.

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

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

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

#### 12.0 Place of Performance

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

#### 13.0 Hours of Service

The Contractor shall provide service Monday thru Friday during the hours of 0900 thru 1400. The Contractor shall provide emergency services outside regular working hours through a 24-hour, telephone phone number, available to all Government travelers. See also Section 1, continuation of block 20, paragraph 3.10.

#### 14.0 Basis of Compensation to the Contractor

14.1. Official Travel. The Government will reimburse the Contractor for transportation services for official travel arranged by the Contractor. This reimbursement will include only the actual carrier rates and/or fares effective for air, rail, bus and steamship tickets issued to Government travelers for official travel. The Government will also pay the Contractor, upon receipt of a proper invoice, the applicable transaction fees.. The

Contractor shall comply with travel authorization requirements established by the Government to verify that transportation billed is for official travel. The Government shall issue a Travel Authorization (TA), which shall be furnished by the traveler to the Contractor. The Contractor shall use this TA to document each official ticket. The Contractor shall ensure that the Government is billed for prepaid ticket charges only when required by airline tariff. Most airlines have exemptions to this charge for official Government travel.

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

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

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

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

## 15.0 Billing and Payment Procedures

***15.1. Billing and payment procedures for transportation expenses will differ, as noted below, according to whether the agency is participating in the Government travel card program. Only the cost of official carrier transportation and excess baggage may be charged to the Government, plus the transaction fee, reduced by any commission.***

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

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

15.4. Agencies Participating in the Government Travel Card Program

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

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

15.4.3. The Contractor shall accept 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

15.5.1. Each traveler's agency will assign the Contractor, a U.S. Government Transportation Request (GTR), SF 1169, as an obligation/procurement instrument covering a designated period of time corresponding to the billing cycle. Each

ticket issued by the Contractor shall reference the appropriate GTR number in the endorsement.

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

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

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

- the vendor code;
- requirements for documentation and authorization of official travel;
- delivery arrangements;
- invoice requirements, billing and payment procedures and appropriate agency addresses.
- SCAC Code: If payment will be by GTR, the Contractor shall obtain a Standard Carrier Alpha Code (SCAC) from the National Motor Traffic Association (2200 Mill Road, Alexandria, VA 22314, 703-512-1800. This code will be used by the Government to audit the Contractor's billings. The cost of obtaining this designation (currently \$28.00) shall be borne by the Contractor. The COR shall provide the Contractor assistance in this process.

## 16.0 Refund Procedures

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

- 16.2. Agencies shall use SF 1170s or receipts for returned tickets to apply to the Contractor for refunds for unused transportation purchased directly by the agency. Documentation standards shall be established by each agency but, as a minimum, the Contractor shall identify each refund or credit by original ticket and invoice number (if applicable).

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

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

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

## 17.0 Transaction Fee Procedures

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

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

17.2.1. When requested by the Government, the Contractor is required to arrange for transportation of one or more individuals. Until such time as the Government requests the Contractor to issue and the Contractor actually issues a ticket for transportation, no transaction fee shall be charged for any services associated with that transportation, including but not limited to:

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

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

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

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

## 18.0 Security

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

## 19.0 Government Approval and Acceptance of Contractor Employees.

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

20.0 Key Personnel.

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

<u>Position/Function</u>	<u>Name</u>
Project Manager	*
Ticketing Agent (on site)	*

\* To be completed at time of award.

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

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

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

21.0 Personal Injury, Property Loss or Damage (Liability)

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

## 22.0 Insurance

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

### Comprehensive General Liability

Bodily injury \$100,000 per occurrence or as required by local law

### Workers' Compensation and Employer's Liability

Workers' Compensation and Occupational Disease \$100,000 or as required by local law  
Statutory, as required by host country law

Employer's Liability \$100,000 or as required by local law

## 23.0 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 Task Order Issuance

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

## 27.0 Requiring Activities and Participating Agencies

### (a) Requiring Activity(s).

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

- Department of State
- Public Diplomacy
- INL
- RAO
- FBI
  
- Department of Defense
- Office of Defense Cooperation
- USAID

Ticket Ordering and Issuing  
Reservations  
Written Itinerary  
Hotel and Car Reservations

(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.

## ATTACHMENTS

<u>Attachment</u>	<u>Description</u>	<u>No. of Pages</u>
1	Quarterly Sales Activity Report	
2	Government Furnished Property	



## 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
Fax Machine	X29-7010050 NEPA 014137	\$1,200.00	4	1	10-11-97
Photo Copier	98301179 NEPA 015267	\$6,210.00	4	1	10-05-99
Desk			4	1	
Chairs			4	2	
Computer Desk/Table			4	1	
Visitor Chairs			4	4	
Two boxes for Brochures			4	2	
Travel Manager System or E2*			1		

\*E2 Solution is the Department's new web-based travel system solution to provide electronic travel authorizations and vouchers, as well as on-line booking and ticketing in the very near future. Expected implementation date of E2 at US Embassy Beirut is the summer of 2008.

### 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 (FEB 2007), is incorporated by reference. (See SF-1449, block 27a).

### ADDENDUM TO 52.212-4

None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (DEC 2007)

- (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) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
  - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

(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]*

	<b><i>Clause Number and Title</i></b>
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402) (SEPT 2006). <i>[Check if order exceeds \$100,000]</i>
	(2) – (16) [Reserved].
	(17) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>

	(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)) (38 U.S.C. 4212). <i>[Check if you have included the clause 52.222-35]</i>
	(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). <i>[check if over \$100,000]</i>
	(24)(i) 52.222-50 Combating Trafficking in Persons (AUG 2007)
	(ii) Alternate I (AUG 2007) of 52.222-50 <i>[Check if local law identifies "off limit establishments"]</i>
	(25)-(27) Reserved
	(28) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). <i>[Check if the order is for supplies and the amount exceeds \$193,000]</i>
X	(29) 52.225-13, Restrictions on Certain Foreign Purchases (AUG 2007) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). <i>[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC]</i>
	(30) – (33) [Reserved].
	(34) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). <i>[Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
X	(35) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]</i>
X	(36) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by a third party, e.g., purchase card]</i>
	(37) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). <i>[Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i>
	(38)(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). <i>[Check if the order is</i>

	<i>for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>
	(ii) Alternate I (APR 2003) of 52.247-64. <i>[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

(c) [Reserved]

(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, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

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

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

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

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (SEPT 2006) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) [Reserved].

(vii) 52.2222-50, Combating Trafficking in Persons (AUG 2007)(22 USC 7104(g)).  
Flow down required in accordance with paragraph (f) of 52.222-50.

(viii) 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). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) 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</u>	<u>Date</u>
52.225-14	Inconsistency Between English Version and Translation of Contract	FEB 2000
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work on a Government Installation	JAN 1997

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--  
(1) Any order for a single item in excess of \$10,000;  
(2) Any order for a combination of items in excess of \$90,000; or  
(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 52.216-21 REQUIREMENTS (OCT 1995)

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

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

The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

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

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 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 5 years.

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

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

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

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

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

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

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

The following DOSAR clauses are provided in full text:

652.228-70 INDEMNIFICATION (JULY 1988)

The Contractor expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged

negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.

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

All work shall be performed during Monday thru Friday from 0900 thru 1400 hours 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
- Moslem New Year
- Martin Luther King's Birthday
- Washington's Birthday
- Prophets Birthday
- Good Friday (Western)
- Eater Monday (Western)
- Labor Day
- Memorial Day
- Independence Day
- Assumption Day
- Labor Day
- Ramadan
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Al-Adha
- Christmas Day
- Al-Hejra

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 Embassy Travel Office Supervisor.

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

Reserved

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.

### SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (NOV 2007), 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. Provide a list of clients, demonstrating prior experience with relevant past performance information and references.

- 1.2.9. Provide evidence that the quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work.
- 1.2.10. Provide evidence that the quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- 1.3. If required by the solicitation, the quoter shall provide either:
  - 1.3.1. a copy of the Certificate of Insurance, or
  - 1.3.2. a statement that the quoter, if awarded the contract, will get the required insurance, and the name of the insurance provider to be used.
- 1.4. Quoters shall submit an original and three copies of the complete quotation, including all supporting documents.

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

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

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

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Contractor Identification Number -- Data Universal Numbering System (DUNS) Number (JUN 1999)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.237-1	Site Visit (APR 1984)

The following DOSAR provision(s) is/are provided in full text:

**652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)**

(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 officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of

State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward 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, Ms. Michelle Esperdy, Tel: 04-543600 Ext: 4257, Fax: 04-544604. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

## SECTION 4 - EVALUATION FACTORS

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

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

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

### 3.1 Official Travel:

Annual Air Ticket Sales (Official)	Annual # of Tickets (Official)	Number of <u>Employees</u>	Percentage Participation in Charge Card
\$712,730 (cost of ticket) \$90,412 (tax fees)	407	70	100%

### 3.2 Personal Travel:

Annual Air Ticket Sales (Personal)*	Annual # of Tickets (Official)
\$248,275 (cost of ticket) \$42,330 (tax fees)	154

\* The contract is not mandatory for the purchase of personal travel tickets.

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; provide your company's balance sheet for the last 5 years
- 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.
- 5.7. customer service oriented and the ability to deal with customers of different nationalities and backgrounds.
- 5.8. have a valid International Air Transport Association (IATA) accreditation

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

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

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

## SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 2007)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]—

(b) 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 a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(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 U.S. 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 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_.

(5) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent;

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) 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) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (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; and

(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, or receiving stolen property; and

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin

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

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

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

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

- (1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2)  Outside the United States.

(k) Reserved

(1)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (1)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database 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 applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

**ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following DOSAR provision is provided in full text:

652.225-70

(a) Definitions. As used in this provision:

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

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

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

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

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a		Local nationals: _____

country where there are local workers' compensation laws		Third Country Nationals: _____
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(b) The contracting officer has determined that for performance in the country of [contracting officer insert country of performance and check the appropriate block below] –

- Workers' compensation laws exist that will cover local nationals and third country nationals.
- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)



# 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

Government Provided Property

Nomenclature	Serial Number	Acquisition Cost (each)	Property Condition Code	Quantity	Date of Acquisition
Fax Machine			4	1	
Photo Copier			4	1	
Desk			4	1	
Chairs			4	2	
Computer Desk/Table			4	1	
Visitor Chairs			4	4	
Two boxes for Brochures			4	2	
Travel Manager System or E2*			1	1	

ATTACHMENT 3 – eTRAVEL SERVICE STANDARDS FOR ACCOMMODATING  
EXTERNAL TRAVEL AGENT SERVICES

<b>CW Government Travel</b>
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CWGT's eTS Partnership Package, once available, will be required at no cost, to include the following:

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

The e2 Solution package provides for maximum flexibility in agency backroom systems, PNR formats and PNR processing. In addition, we offer profile synchronization services to TMCs, if desired.

**Third party TMC Integration Requirements:**

Third party TMC's providing fulfillment and traditional travel services for Federal Agencies using e2 as their eTS solution provider should be prepared to perform a number of activities prior to implementation and during the life of the contract. The following list is not all-inclusive but should give a TMC an idea of what type of physical and logistical support will be required to support an eTS implementation:

- Participate in weekly implementation planning meetings beginning no later than 2 weeks after award of the eTS Task Order. Implementation meetings will continue on a weekly basis until 2 weeks after implementation at a minimum. At the discretion of the e2 technical team, meetings may be on a face-to-face basis or via teleconference. Any travel expenses incurred by the third party TMC will be at their own expense.
- Participate in a one-day training class on how to process e2 transactions, either at the customer site or at the e2 Training facility in San Antonio, Texas.
- Provide the e2 technical team with a point of contact for technical assistance in the area of PNR configurations, profile configurations, etc

- Provide a telephone number for transfer of calls from the e2 Help Desk to the TMC during normal business hours
- Provide a telephone number for transfer of calls from the e2 Help Desk to the TMC after normal business hours (24 hour emergency Help Line)
- Fill out the TMC technical questionnaire which defines PNR formats and profile formats at least 30 days prior to implementation of e2
- If profile synchronization is requested, the TMC must fill out the Profile Synchronization form at least 30 days prior to implementation of e2
- Provide the e2 technical team with 5 copies of sample PNR's
- Provide the e2 technical team with 5 copies of sample profiles
- Provide the e2 technical team with 1 copy of the first level profile to be used for all PNR's for the Federal Agency
- Participate in testing of PNR formats and Profile formats as requested
- Open branch access to the online booking engine pseudo city code (branch access only, not AAA)
- Open branch access to the e2 pseudo city code (branch access only, not AAA)
- Provide the e2 technical team with a list of pseudo cities which are authorized viewership of all online booking generated PNR's
- Provide the e2 technical team with a written list of any discount numbers or ID codes for hotel and / or car rentals at least 2 weeks prior to implementation and on a timely basis thereafter if new ones are acquired
- Agree to provide transaction files to e2 on a weekly basis, no later than close of business on Tuesday of each week. e2 will provide the file formats at the first implementation meeting. Test files are required prior to implementation for certification of data accuracy and completeness. Transaction files will be used only to provide those reports required by the eTS contract.
- Agree to process transactions requiring agent intervention in a timely manner, to be dictated by the Federal Agency contracting for services.

eTS Vendor	For more information:
CW Government Travel (CWGT)	Project Manager: Dan Lee (763) 212-5418 <a href="mailto:dalee@carlson.com">dalee@carlson.com</a> Contract Administrator: Lottie Myers (210) 805-3763 <a href="mailto:lmyers@carlson.com">lmyers@carlson.com</a>