Embassy of the United States of America – Algiers, Algeria
Letter to Prospective Offerors

December 20th, 2015

5 Chemin Bachir El Ibrahimi
El Biar 16030, Algiers
Algeria

Dear Prospective offeror:

SUBJECT: Solicitation Number SAG10016R0002

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.

Proposals/Offers are due by Saturday, January 19th, 2015 at 5p.m.

The Embassy intends to conduct a pre-proposal conference on Monday, January 5th, 2016 at 10a.m, and all prospective offerors who wish to submit a bid are invited to attend.
To attend, please send your request via email including your contact info, as well as any questions you'd like to raise during the conference to Contact_AlgiersProcurement@state.gov by Sunday, January 2nd, 2016 at 5p.m. See Section 3 of the attached Request for Proposal (RFP).

Direct any questions regarding this solicitation to the contracting office via email Contact_AlgiersProcurement@state.gov during regular business hours.

Sincerely,
John D. Crawford
Contracting Officer

Enclosure

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			SAG10016R0001	12/17/2015

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER(No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
	Contracting office Contact_AlgiersProcurement@state.gov	00213 770 08 2000	01/16/2016 / 5p.m.

9. ISSUED BY CODE

AMERICAN EMBASSY ALGIERS
5 CHEMIN CHEIKH BACHIR EL-IBRAHIMI
ATT: GSO/PROCUREMENT

10. THIS ACQUISITION IS
- ☐ UNRESTRICTED OR
- ☐ SET ASIDE:____ % FOR:
- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ EDWOSB
- ☐ 8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFERER CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Travel management services *(Use Reverse and/or Attach Additional Sheets as Necessary)*	1800	Transactions		

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☐ 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 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
	On-site Services - Domestic/International Transaction Fee	1	Transaction		
	Online Booking (Domestic/International Transaction Fee with Air, Rail, lodging or Car Rental)	1	Transaction		
	Reservation & ticketing for Online Booking (E2Travel) for Domestic or International Travel with Air, Rail, Lodging, or Car Rental	1	Transaction		
	Overnight Delivery Fee	1	Transaction		
	Courier Delivery Fee	1	Transaction		

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 ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
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

TABLE OF CONTENTS

Section 1 - The Schedule

- SF 18 or SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number SAG10016R0002, Prices, Block 23
- Continuation To SF-1449, RFQ Number SAG10016R0002, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- List of Attachments to Description/Specifications/Statement of Work, Government Furnished Property
- Attachments

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Offeror Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
RFQ NUMBER SAG10016R0002
PRICES, BLOCK 23

1.0 Description

The Contractor shall provide travel management services to the U.S. Embassy Algiers, 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.

2.2 Reserved

2.3 PRICING

A. VALUE ADDED TAX

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

2.3. B.

Transaction Description	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
On-site Services - Domestic/International Transaction Fee					
Online Booking (Domestic/International Transaction Fee with Air, Rail, lodging or Car Rental)					
Reservation & ticketing for Online Booking (E2Travel) for Domestic or International Travel with Air, Rail, Lodging, or Car Rental					
Overnight Delivery Fee					
Courier Delivery Fee					

TABLE OF CONTENTS

- 1.0 - Scope of Work
- 2.0 - Definitions and Acronyms
- 3.0 - Contractor Requirements for Providing Official Travel Services
- 4.0 - Contractor Priority
- 5.0 - Furnishing of Equipment/Property
- 6.0 - Space for Performance of Required Services
- 7.0 - Minimum Personnel Requirements
- 8.0 - Contractor's Quality Control Plan
- 9.0 - Transition Requirement and Continuity of Services
- 10.0 - Deliverables
- 11.0 - Notice to Proceed, Period of Performance and Options
- 12.0 - Place of Performance
- 13.0 - Hours of Service
- 14.0 - Basis of Compensation to the Contractor
- 15.0 - Billing and Payment Procedures
- 16.0 - Refund Procedures
- 17.0 - Transaction Fee Procedures
- 18.0 - Security
- 19.0 - Government Approval and Acceptance of Contractor Employees
- 20.0 - Key Personnel
- 21.0 - Personal Injury, Property Loss or Damage (Liability)
- 22.0 - Insurance
- 23.0 - Bonding of Employees
- 24.0 - Permits
- 25.0 - Post Award Conference
- 26.0 – Task Order Issuance
- 27.0 – Requiring Activity

CONTINUATION TO SF-1449
RFQ NUMBER SAG10016R0002
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 Algiers is located and travel outside that country, including travel within the U.S and other countries. The Contractor should already be familiar with U.S. government travel regulations and/or have worked for a U.S. Embassy. 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;
- Seminars, meetings and workshops at sites selected by the Government (including conference rooms, lodging, meals, ground transportation, audio-visual equipment, and related services); and,
- 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 – Sunday through Thursday from 8:00 am to 5:00 pm. , 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 Algiers**.** 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.

eTS – also known as E-Gov Travel Service, ETS is a government-wide, automated web-based worldwide travel management service launched in April 2002. Additional information may be accessed through GSA's website, *http://www.gsa.gov/portal/category/27096*.

Federal Travel Regulation (FTR) - See 41 CFR Chapters 300-304. Chapter 301 governs travel and transportation allowances for Federal civilian employees. Available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402-9325: (1) as a bound volume of the Code of Federal Regulations (41 CFR, Chapter 201 to end); and (2) in a loose-leaf edition. Also available on the internet at: *http://www.policyworks.gov.*

Fly America Act - See 49 U.S.C. 40118. The Fly America Act requires Federal employees and their dependents, consultants, contractors, grantees and others performing United States-financed air travel to travel by U.S. flag carriers. Details contained in 41 CFR 301-10.131 through 301-10.143 and 14 FAM 583.

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

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

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

GSA - U.S. Government General Services Administration.

GTR - Government Travel Request issued on a SF-1169 which is provided to a carrier or a carrier's agent to procure passenger transportation services for the account of the U.S. Government. The GTR shall be used as a supporting document with the bill for the transportation charges.

Hotel and Motel Fire Safety Act of 1990 - Public Law 101-391, September 25, 1990. An Act to amend the Federal Fire Prevention and Control Act of 1974 to allow for the development and issuance of guidelines concerning the use and installation of automatic sprinkler systems and smoke detectors in places of public accommodation affecting commerce, and for other purposes. A copy of the Act can be obtained by writing: Hotel/Motel Fire Safety, Office of Fire Prevention and Arson Control, Fire Administration, 16825 S. Seton Ave., Emmitsburg, MD 21727, USA. As defined in the Act, this only applies to the United States and its territories as described on the website at *http://www.usfa.fema.gov/hotel*.

Hotel and Motel Fire Safety Act National Master List - Places of public accommodation in the United States and its territories that meet the fire prevention and control guidelines under the Hotel and Motel Fire Safety Act. Current information is also available on the internet at *http://www.usfa.fema.gov/hotel*.

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

Media - A broad spectrum of methods used to provide a permanent record of communications (examples include paper, EDI, electronic, floppy disk, optically stored media, computer disks, microfiche, microfilm, computer to computer communications via mode, Networks (value added), facsimile or any other acceptable method of available communication).

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 U.S. Embassy Algiers 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. At the approval of the Management Officer, 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, toll-free number available to travelers to perform emergency itinerary changes and emergency services outside regular business hours. The Contractor shall be responsible for ensuring that any subcontractor providing such emergency service complies with all conditions of the contract.

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

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 for official domestic and international travel. 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 RSO approved hotels/motels for discount Government rates, the Contractor shall endeavor to obtain such rates for Government travelers. (Frequently these rates are capacity-controlled.) If necessary to obtain Government rates, the Contractor shall call such hotels directly, rather than by toll-free numbers.

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

3.5.5. Seminars and Meetings

The Contractor shall make all arrangements necessary for the presentation of conferences, seminars and meetings for official Government requirements. The Contractor shall not charge the Government a transaction fee or any other fee for this service, as further outlined in paragraph 17.0. Arrangements shall include:

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

The Contractor shall make the reservations requested by the U.S. Government employee for this official function regardless of whether or not travel is involved. The Contractor shall document that such services are competitively obtained from the lowest-cost vendor that complies with

requesting agency's quality standards. The agency retains ultimate responsibility for contracting with the facility, auditing final bills, and issuing deposits and/or payment to the facility.

3.5.6. Information Pamphlets

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

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

3.5.7. 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 toll free telephone number of supplier, pickup and return dates, location of pickup, confirmed rate and confirmation number and, where applicable, special pickup instructions and hours of operation, notably for off-airport suppliers.
- local and toll-free 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 toll-free 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.

3.7. Ticket Delivery

Reserved

3.7.1. Tickets shall routinely be provided no earlier than two days in advance of travel unless the Government requests otherwise or an emergency arises. The Contractor shall deliver tickets only to employees designated by the Government. When agreeable to the traveler and Government, the Contractor may generate electronic tickets.

3.8. Traveler's Checks

3.8.1. Reserved
3.8.2. Reserved
3.8.3. 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. 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. RECONCILIATION REPORT OF TRANSPORTATION BILLINGS

3.9.3.1. The Contractor shall provide automated reconciliation of transportation billings charged through user agencies' CBA accounts. The Contractor shall use an automated accounting system with direct interface among the reservation, ticketing and accounting elements so that all passenger reports and summary data are automatically generated from point-of-sale information.

3.9.3.2. Agencies participating in the Government's charge card program have agency CBA accounts established with the charge card company. The charge card company will provide the Contractor with magnetic tapes or floppy disks of a month's CBA billings for each participating agency, at the agency's request. In order to perform automated reconciliation of accounts, the Contractor must have a tape drive and sufficient computer capacity. The Contractor shall run these tapes/disks against its own tape of transactions to provide each agency with reconciled charges, no later than five (5) working days from receipt of the charge card vendor's billing tapes

3.9.4 MONTHLY TRANSACTION FEE REPORT

3.9.4.1. A monthly 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, Sunday through Thursday, compatible with the Embassy's standard workday. Section 1, continuation of block 20, paragraph 13.0, below sets forth the normal working hours for Contractor personnel providing services under this contract. The Contractor shall provide dedicated telephone service for the account(s) at no cost to the Government, to include:

- a 24-hour toll-free number available after regular working hours 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 toll-free 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 1,000. 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.

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

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

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

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

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

5.0 Furnishing of Equipment/Property

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

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

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

6.0 Space for Performance of Required Services

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

6.2. The Contractor shall be responsible for paying for all utilities used based on the square footage of the office occupied.

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

7.0 Minimum Personnel Requirements

All Contractor personnel providing services under this contract shall be fluent in English as well as the local languages 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. Travel Counselors/Reservationists - The Contractor shall provide at least two full-time travel counselors/reservationists. The Travel Counselors/Reservationists shall have been trained in operating the proposed automated reservation and ticketing equipment as well as lodging and vehicle rentals. The Contractor shall provide qualified substitute personnel for absent permanent employees, when service levels are negatively impacted, as determined by the Government.

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

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

8.0 Contractor's Quality Control Plan

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

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

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

9.3.1. 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.

9.3.2. 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.

9.3.3.

9.3.4. 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.

9.3.5.
NOTE: Failure to effect a smooth transition will be documented, forwarded to the outgoing Contractor, and will be made available for future past performance evaluations in accordance with solicitation requirements.

10.0 Deliverables

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

REFERENCE/ DELIVERABLE	DUE DATE*	ADDRESSEE
Ticket Delivery	As applicable, routinely, no 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 Solutions Report	10th day after the last day of each calendar quarter	COR
Quarterly Sales Activity Report	10th day after the last day of each calendar quarter	COR
Reconciliation Report of Transport Billings	10th day after receipt of charge card vendor's billing tapes	COR
Transaction Fee Report	25th day of each month	COR
TMC Information Pamphlet	14 days after start date listed in Notice to Proceed and for all other deliveries within 3 days of request from COR; to individual travelers at time of ticket issuance	COR/Traveler
Quality Service Survey	14 days after start set forth in Notice to Proceed	COR

*Days represent calendar days

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:

American Embassy Algiers
5, Chemin Cheikh Bachir El Ibrahimi
El Biar, 16030 Algiers - Algeria

13.0 Hours of Service

The Contractor shall provide service Sunday-Thursday during the hours of 8:00 – 17:00. The Contractor shall provide emergency services outside regular working hours through a 24-hour, toll-free phone number, available to all Government travelers. See also Section 1, continuation of block 20, paragraph 3.10.

14.0 Basis of Compensation to the Contractor

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

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

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

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

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

15.0 Billing and Payment Procedures

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

15.2. The Contractor shall refund immediately the difference in cost if the Contractor has failed to book the lowest restricted 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 three 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 for official airline transportation and other official travel services, including lodging and vehicle rentals. 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 Freight Traffic Association (1001 North Fairfax Street, Suite 600, Alexandria, VA 22314; ph. 866-411-6632; or go to www.nmfta.org, select "Quick Links" to apply for a new SCAC or renew an existing SCAC). This code will be used by the Government to audit the Contractor's billings. The cost of obtaining this designation shall be borne by the Contractor. The COR shall provide the Contractor assistance in this process.

16.0 Refund Procedures

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

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

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

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

16.3 Employees who have been issued Government Travel Charge Cards shall apply directly to the Contractor, through the delivery control point, for refunds for unused transportation. The Contractor shall treat such refund requests in the same manner as refunds for similar charge or travel card

purchases. Refunds shall be given immediately, in the form of a credit refund receipt returned to the employee, with the credit applied to the individual employee's travel card account.

17.0 Transaction Fee Procedures

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

17.2. Charging of Transaction Fees.

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

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

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

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

20.0 Key Personnel.

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

POSITION/FUNCTION	NAME
Project Manager	*
Travel Counselors/Reservationists	*

** 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 and required for conformance with local legal requirements or prevailing practice in Algeria. The Contractor shall procure and maintain during the entire period of performance under this contract the Comprehensive General Liability of its employees at 35% of the annual base salary rate

in accordance with local Algerian 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 10 business 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 activity(s) are requiring activity(s) whose official transportation requirements must be ordered under this contract:

- U.S. Department of State
- U.S. Department of Defense
- U.S. Department of Agriculture
- U.S. Department of Commerce
- U.S. Department of Justice

(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

Attachment	Description	Number of Pages
1	Government Furnished Property	1

28. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work Para	Performance Threshold
Services. Performs all travel management services set forth in the scope of work.	1. thru 19.	All required services are performed and no more than two customer complaints are received per month. The contractor will have a customer complaints book for the service of the customer.

ATTACHMENT 1 – GOVERNMENT FURNISHED PROPERTY

(Attachment 1 to Description/Specifications/Statement of Work)

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

Nomenclature	**Serial Number**	**Acquisition Cost (each)**	**Property Condition Code**	**Quantity**	**Date of Acquisition**
Desk				3	
Chairs				3	
Phones			4	3	

PROPERTY CONDITION CODES

1 New or unused property in excellent condition. Ready for use and identical or interchangeable with new items delivered by manufacturer or normal source of supply.
2 New or unused property in fair condition. Soiled, shopworn, rusted, deteriorated, damaged to the extent that utility is slightly impaired.
3 New or used property so badly broken, 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 (MAY 2015), is incorporated by reference. (See SF-1449, Block 27A).

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

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

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

_X_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_X_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

__ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Oct 2014) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

__ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

__ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

__ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

__ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

__ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-13.

__ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

_X_ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

_X_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

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

__ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

_X_ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

_X_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

_X_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

_X_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).

_X_ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

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

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

__ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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.

Applies only if award is made to a U.S. firm

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

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

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

__(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

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

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

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 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.

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

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:
http://acquisition.gov/far/index.html or *http://farsite.hill.af.mil/vffara.htm.*

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at *http://www.statebuy.state.gov* to see links to the FAR. You may also use an Internet search engine (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

CLAUSE	TITLE AND DATE
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.228-4	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 240 transactions/services per year, 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 60 services per month
(2) Any order for a combination of items in excess of 1800 services per year; or
(3) A series of orders from the same ordering office within 5 business 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 provide the service (or services) 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 September 30, 2017.

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:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

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

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

All work shall be performed during a Sundat through Thursday workweek from 0800 to 1700, 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:

Holidays	Observed in Algeria	Observed at Post
New Year's Day	Fri, Jan 1 ,2016	**Thu, Dec 31 ,2015**
Birthday of Martin Luther King, Jr. (US)	N/A	**Sun, Jan 17, 2016**
Washington's Birthday (US)	N/A	**Sun, Feb 14, 2016**
Labor Day (ALG)	Sun, May 1, 2016	**Sun, May 1, 2016**
Memorial Day (US)	N/A	**Sun, May 29, 2016**
Independence Day (US)	N/A	**Mon, July 4, 2016**
Independence Day (ALG)	Tue, July 5, 2016	**Tue, July 5, 2016**
Eid El Fitr (ALG end of Ramadan) *	*Thu-Fri July 7 & 8, 2016	***Thu -Fri July 7 & 8, 2016**
Labor Day (US)	N/A	**Sun, Sep 4, 2016**
Eid El Adha (ALG)*	*Wed - Thu Sep 14 & Sep 15, 2016	***Wed - Thu Sep 14 & Sep 15, 2016**
Columbus Day (US)	N/A	**Sun, Oct 9, 2016**
Awal Moharem (ALG)*	*Wed, Oct 5, 2016	***Wed, Oct 5, 2016**
Achoura (ALG) *	*Fri, Oct 14, 2016	***Fri, Oct 14, 2016**
Revolutionary Day (ALG)	Tue, Nov 1, 2016	**Tue, Nov 1, 2016**
Veterans Day (US)	N/A	**Thu, Nov 10, 2016**
Thanksgiving Day (US)	N/A	**Thu, Nov 24, 2016**
El Mawlid Ennabbaoui (ALG) *	*Thu, Dec 15, 2016	***Thu, Dec 15, 2016**
Christmas Day (US)	N/A	**Sun, Dec 25, 2016**

* ALG Religious Holidays are ***subject to lunar sighting*** as officially confirmation by the Ministry of Religious Affairs.

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

b) When any US Holiday falls on a Friday, the preceding Thursday is observed; when any such day falls on a Friday, the following Sunday 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 **name will be printed on final contract***.

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

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

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

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

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

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

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

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

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (APR 2014), 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 offeror'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 offeror. 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 offeror shall provide prompt, courteous service with the lowest available fares.
1.2.7. Provide evidence that the offeror operates an established business with a permanent address and telephone listing.
1.2.8. Evidence that the offeror can provide and/or has the necessary equipment and financial resources needed to perform the work.

1.2.9. (1) List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Algeria, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

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

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

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

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

(4) The offeror's strategic plan for the travel management services to include but not limited to:

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

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

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

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

1.2.10. Company brochure

1.2.11. Offerors 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

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., Google, Yahoo, Excite, 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:

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.214-34	SUBMISSIONS OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

The following DOSAR provision is provided in full text:
652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals,

the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510.

(End of clause)

SECTION 4 - EVALUATION FACTORS

1.0 Award will be made to the offeror which quotes the lowest transaction fees, as determined by following the procedures outlined in paragraph 3.0 below. The offeror 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.

TRANSACTION DESCRIPTION	ANNUAL EST. NUMBER OF TRANSACTIONS
On-site Services – Domestic/International Transaction Fee	800 estimated transactions annually
On-line Booking Fee – Domestic/International	800 estimated transactions annually
Overnight Delivery Fee	100 estimated transactions annually
Courier Delivery Fee	100 estimated transaction annually

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

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

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

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

5.3. satisfactory record of integrity and business ethics;

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

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

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

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

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

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2014)
52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAR 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through http://www.acquisition.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision-

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

"Forced or indentured child labor" means all work or service-

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

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

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

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

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

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

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment,

as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

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

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM 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 _____.

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

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

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

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

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

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

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It □ is,□ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country

end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements–Israeli Trade Act."

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

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

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____

_____ _____

_____ _____

[List as necessary]

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

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

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

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

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

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

Other End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) Listed end products.

Listed End Product	**Listed Countries of Origin**
_____	_____
_____	_____

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

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

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

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the

place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

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

(2) □ Outside the United States.

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

□ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that-

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

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

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

□ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that-

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting

contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

□ TIN: _____.

□ TIN has been applied for.

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government;

□ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 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 _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. By submission of its offer, the offeror represents that-

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

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

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

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

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

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's

Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

(End of provision)

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 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

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

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

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

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

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

[***Proposal Note:*** If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act (DBA) insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at *http://www.dol.gov/owcp/dlhwc/lscarrier.htm*.]

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUNE 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 country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of Algeria

☑ 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) RESERVED.

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID

DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

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

(End of provision)