February 18, 2020

Dear Valued Customers and Industry Partners:

The U.S. General Services Administration (GSA) is pleased to present the fiscal year (FY) 2021 solicitation for scheduled airline passenger transportation services, known as the City Pair Program (CPP).

GSA relies on a high level of carrier participation (and resulting competition) to ensure that GSA can continue to make the best value airfares available to our customers. GSA continues to work with customers and industry to identify areas of enhancements to the program to further improve carrier interest and participation. GSA has included enhancements in the FY2021 solicitation, as identified in the Summary of Significant Changes.

Sincerely,

The City Pair Team

Cover Page (CP)

Solicitation No: 47QMCB20R0001

REQUIREMENTS CONTRACT FOR SCHEDULED AIR PASSENGER TRANSPORTATION SERVICES

PSC: V211

NAICS: 481111

PERIOD OF PERFORMANCE: October 1, 2020 or Date of Award (whichever is later) through September 30, 2021, plus two (2) option periods – Option 1 (October 1, 2021- November 30, 2021) and Option 2 (December 1, 2021 – December 31, 2021)

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

(End of Section)

SIGNIFICANT CHANGES

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein. Please be advised that this list is not all encompassing and it is incumbent upon all interested offerors to review the RFP in its entirety.

See Attachment 8 **FY21 CPP Significant Changes for more details**

(End of Section)

NOTICE: REQUESTS FOR EXPLANATION OR INFORMATION

Oral or written requests for explanation or information regarding this solicitation should be directed to:

GENERAL SERVICES ADMINISTRATION
Subject: CITY PAIR PROGRAM FY21 Solicitation
Email: corey.gerst@gsa.gov with a copy to andrea.anderson@gsa.gov and onthego@gsa.gov.

IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS, OR WITHDRAWALS TO THE ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED ELSEWHERE IN THIS SOLICITATION.

(End of Section)

SOLICITATION COPIES

(a) To reduce Government costs, only one copy of this solicitation, attachments, amendments, and comments will be posted on the Internet at: https://beta.sam.gov/. Offerors may download the solicitation and make hard copies of necessary items for submission (see Attachment 1 – Proposal Checklist and Section K – Representations, Certifications, and Other Statements of Offerors). For their own records, offerors are responsible for downloading and making complete copies of the solicitation, the terms of which are incorporated in the contract.

(b) Offerors are strongly urged to use two-sided copying of offers for submission to GSA.

(End of Section)

COVER PAGE(S)

PLEASE REMOVE THIS COVER PAGE(S) BEFORE SUBMITTING OFFER TO GSA.

(End of Section)

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ALL ATTACHMENTS ARE LOCATED IN SECTION J UNLESS STATED OTHERWISE.

NOTE: As a minimum, any contract awarded as a result of this solicitation shall consist of the following documents:

- Section A, B, C, F, G, H, I, and J, including all attachments as described in Section J at the time of award.
- Section K, as completed by Awardee, is incorporated into any resultant contract.
- Section L and Section M are included for solicitation purposes only. These sections will be removed, filed in the contract file, and will not be made part of the contract.
- Amendments are incorporated into the resultant contract.
- Subcontracting plan (if required) becomes an attachment to the contract.

PART I – THE SCHEDULE

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

1. REQUISITION NUMBER

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			47QMCB20R0001	02/18/2020

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Corey D. Gerst	202-706-1908	Group 1: 03/18/2020, 3 PM ET Group 2: 04/15/2020, 3 PM ET Group 3: 04/24/2020, 3 PM ET

9. ISSUED BY CODE QMACB

General Services Administration
Travel Acquisition Support Branch
1800 F Street, NW
3rd Floor, Hub 3400
Washington, DC 20405

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE:_____% FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINES
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8 (A)

NAICS: 481111

SIZE STANDARD: 1,500

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
SEE BLOCK 9

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

DUNS:
TELEPHONE NO.

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

18a PAYMENT WILL BE MADE BY CODE

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

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 ___1____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ARE ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. _____OFFER DATED_____. YOUR OFFER ON SOLICITATION DELIVER (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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Description of Services

1. The contract carrier shall furnish the services specified herein in accordance with the same services the carrier provides commercially to the general public in scheduled service, subject to the rules and procedures published in the air carrier's tariffs on file with the Airline Tariff Publishing Company, and/or contained in the contract carrier's contract of carriage (a copy of which shall be provided to the Government upon request). The terms and conditions included in this solicitation apply to all services provided. In any event of inconsistency between the provisions of this solicitation/contract and the rules and procedures published in the air carrier's tariffs on file with the Airline Tariff Publishing Company and/or contained in the contract carrier's contract of carriage, the provisions of this solicitation/contract will take precedence.

2. For domestic, international, fifth freedom of the air, and international business class line items, the contract carrier shall make available all service on its own metal (aircraft), not merely the service submitted for offer evaluation purposes. For example, if the minimum requirement is connect service, and the carrier offers both connect and nonstop service commercially, both connect and nonstop service shall be made available to the Government CPP passenger, not just the connect service.

   - For domestic line items, the contract carrier shall make available all service on the offered codeshare partner(s).

   - For international and international business class line items, the contract carrier shall make available all service on the offered codeshare partner(s) proposed on a line-item-by-line-item basis. If a codeshare partner is offered but no specific line item is identified, the offeror shall make available all service on the offered codeshare partner in all awarded line items where the codeshare exists.

   - For fifth freedom of the air line items, the contract carrier shall utilize its own metal (aircraft) to transport travelers between two (2) foreign countries on a flight originating from or ending in the United States.

   - Reservations on both contract carrier and codeshare carrier flights shall be made on the same basis as for commercial travelers and shall not discriminate in favor of commercial travelers.

B.2 Definitions

Throughout this solicitation, the following terms shall have the meanings as set forth below:

Airport Code - The three-letter **International Air Transport Association (IATA)** code that identifies the specific points of origin and destination airports for each line item. Compare **City Code**.

Airport Pair - The origin and destination points of a flight. An airport pair has a domestic airport point of origin and a domestic airport point of destination. Compare **City Pair**.

Auto-cancellation - The cancellation of an un-ticketed coach class City Pair Program reservation (*i.e.*, YCA and _CA) 48 hours prior to departure time and date applies only to reservations booked 72 hours or more before departure. Reservations made 72 hours or less prior to departure time may be exempt and may require ticketing six (6) hours before departure at the carrier's discretion. The cancellation of an un-ticketed business class City Pair Program reservation (*i.e.*, _CB) seven (7) calendar days prior to departure time and date applies only to reservations booked eight (8) calendar days or more before departure. Reservations made seven (7) calendar days or less prior to departure time may be exempt and may require ticketing six (6) hours before departure at the carrier's discretion. There are no fees or penalties associated with auto-cancellation of a reservation or rebooking a reservation that was subjected to auto-cancellation.

Average Elapsed Flight Time - Average elapsed flight time is based on the scheduled (published) flight time expressed in minutes and calculated as follows: The minimum number of required flights shall be used. The average of the shortest flights meeting the minimum shall be the basis of the calculation. For example, in a line item requiring four (4) flights in each direction, total flight time from origin to destination/destination to origin of the four (4) shortest flights in each direction will be averaged. If a carrier meets the minimum with fewer flights, *e.g.*, two (2) nonstop flights in a four (4) flight minimum connecting line item, the average of the two shortest outbound nonstop flights plus the two (2) shortest inbound flights will be used to calculate the average elapsed flight time.

Capacity-Controlled Fare (_CA) - A fare that does not have ticketing time limits, advance purchase requirements, minimum or maximum stay requirements, travel time limits, blackout periods, or flight-specific service. Where awarded, the _CA inventory must be made available to all flights in a line item. No administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation. Domestic, international, and fifth freedom of the air _CA fares may be subject to auto-cancellation of all un-ticketed reservations 48 hours prior to departure time and date (See **Auto-cancellation**). A Capacity-Controlled Fare is only restricted by the availability of seats. Compare **Unrestricted Coach Fare**.

Centrally Billed Account - A Government travel account, established by a travel charge card services contractor under contract with GSA, at the request of a participating agency/organization. These may be card/cardless accounts.

Churning - The excessive changing, rebooking, and canceling of the same itinerary in the same Passenger Name Record (PNR) in order to hold the reservation.

Circuity - Circuity is the ratio of the actual flight mileage to the great circle (direct) mileage, typically expressed as a percentage. See (**§C.3.B(4)(c) Maximum Circuity**).

City Code - The three-letter International Air Transport Association (IATA) code that identifies the cities of origin and destination associated with each line item. International line items are solicited on the basis of city codes, unless noted otherwise. Compare **Airport Code**.

City Pair - The city origin and destination points of a flight. A city pair has a city point of origin and a city point of destination. Compare **Airport Pair**.

Civil Reserve Air Fleet (CRAF) Program - A program managed by the United States Transportation Command (USTRANSCOM) that provides for airlift services for the Department of Defense (DoD).

Codeshare - A marketing arrangement in which an airline places its designator code on a flight operated by another airline, and sells tickets for that flight.

Connecting Service - Service between origin and destination points with only one (1) stop and that stop involves changing planes. **The exception is for service to extended connection line items listed in Attachment 4 and Attachment 5 where up to two (2) stops that may involve a change of planes will be allowed.** Compare **Nonstop Service** and **Direct Service**.

Contract Business Fare (_CB) - Contract fare offered by carriers in some domestic and international line items for business class service. No administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation. Domestic and international _CB fares may be subject to auto-cancellation of all un-ticketed reservations seven (7) calendar days prior to departure time and date applies only to reservations booked eight (8) calendar days or more before departure. Reservations made seven (7) calendar days or less prior to departure time may be exempt and may require ticketing six (6) hours before departure at the carrier's discretion.

Contract Fare - The Federal Government awarded airfares as it pertains to the City Pair Program Contract. Contract fares include Unrestricted (YCA), Capacity Controlled (_CA) and Contract Business (_CB) fares.

Debit Memo(s) - An accounting tool used by all airlines to collect amounts or make adjustments to agent transactions with respect to the issuance and/or use of traffic documents issued by or at the request of a travel agency. **No debit memo(s) shall be issued for churning YCA, _CA, or _CB fare type bookings. All other booking/ticketing violations within the Travel Management Center (TMC) airline commercial ticketing agreements will remain intact. The contract carrier shall not issue debit memos to Commercial Travel Offices (CTOs) or TMCs for churning contract fares.** Compare **Churning**.

Direct Service - Service between origin and destination points with only one (1) stop and that stop does not include a change of plane. **The exception is for service to extended connection line items listed in Attachment 4 and Attachment 5 where one (1) connect point involving a change of planes and one (1) stop not involving a change of planes, or two (2) stops not involving a change of planes will be allowed.** Compare **Nonstop Service** and **Connecting Service**.

Domestic Route - A line item within the fifty states, the District of Columbia, U.S. Territories, and Possessions. Guam (GUM) and American Samoa (APW) are considered International for the purposes of this contract.

Double Connect - Service between origin and destination points with two (2) stops and those stops involve changing planes.

Extended Connection (E/C) Line Item - Service between origin and destination points with up to two (2) stops and those stops involve changing planes or for a maximum connection time of up to 300 minutes for domestic line items and 420 minutes for international line items. Compare **Connecting Service**. (**See Attachment 4 and Attachment 5**).

Fifth Freedom of the Air – A scheduled air service right or privilege, granted by a foreign country to American carriers to put down and take on passengers in its territory, where the American carrier flies between two (2) foreign countries on a flight which either originated in or is ending in the United States (*e.g.*, an American carrier moving traffic between Japan and Thailand on scheduled service from the United States to Japan to Thailand). The use of the terms "freedom" and "right" confer entitlement to operate such scheduled air passenger services only within the scope of the multilateral and bilateral treaties (air service agreements) that allow them and which carriers have authority.

Fuel Surcharge - A fee for increased fuel costs that carriers have been authorized to impose on awarded fares based on commercial practice and other requirements specified under **§C.11 Taxes, Fees, and Fuel Surcharges**.

Full Published Y Fare - (Also known as the Y, Full Y, Standard Full Y fare). This fare is the highest published Y fare in a line item. Published in the tariff guides, this fare is used to establish prorate shares for interline price computations and handling of rerouted distressed passengers. This fare shall **not** be used as the market fare from which discounts are offered for the YCA/_CA fares.

Go/No Go - "Go" denotes that the proposed product and/or service conforms to the specifications; when it does not, it is "no go."

Government Transportation Request (GTR) - Optional Form 1169 (electronic or paper format), the Government document used to buy transportation services. GTRs are issued and used only for officially authorized passenger transportation for the account of the United States. GTRs may be used to pay for international air travel. For domestic air travel, GTRs may be used under special circumstances and for travel related expenses. Special domestic circumstances are defined as acts of God, emergency situations, and when purchasing a domestic ticket in the U.S. in conjunction with travel that originated overseas.

Great Circle Mileage - The actual one-way mileage between two (2) given points taking into account the curvature of the Earth. See **§C.3.B(4)(c) Maximum Circuity**.

Group (See §C.14 Arranging for Group Travel) - 10 or more passengers traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking.

Inbound - Service from the designated point of destination to the designated point of origin, *i.e.*, from the airport/city listed second to the airport/city listed first. See **Outbound.**

International Route - A line item between a domestic city point of origin and a foreign city point of destination. These routes will not be airport specific. For the purpose of this contract, Guam (GUM) and American Samoa (APW) are considered international.

International Business Class Line items - International line items for which a contract business (_CB) fare will be solicited and included in the calculation of the composite (evaluated) fare. An agency may authorize/approve business-class accommodations if one of the exceptions identified in the Federal Travel Regulation (FTR) 301-10.123(b) applies. Offerors must submit a _CB fare for these line items to be considered for award.

Jet (or Full Jet) - A jet driven aircraft, not including **propeller planes**, **turboprops,** or **Regional Jets**.

Last Seat (Inventory) Availability - Last seat (inventory) availability means as long as there is coach class inventory available to sell on the plane, the Government traveler can purchase it. No reference to a specific Seat Assignment (Seat Choice) is implied. See **Seat Assignment (Seat Choice).**[1]

Leg - Any time an airplane takes off or touches down during a trip. For example, a one way trip between DCA to SAN with a connection in DFW has two (2) legs.

Line Item - An airport or city pair, which when solicited is identified by a line item number.

Market Fare - (also known as the **Full Economy Fare, Lowest Published Y Fare, Lowest Unrestricted Coach Fare, Lowest Logical Unrestricted Economy Fare,** the **Walk-Up Fare** or the **Selling Y Fare**). This fare is the lowest logical fully refundable air fare with no restrictions or capacity controls. The market fare shall be used as the fare from which discounts are offered for the YCA/_CA fares. The codes for the market fare may vary by carrier and can be identified, for example, as Y2, Y26, YBV and/or B.

Minimum Service Standard - The Minimum Service Standard identifies the minimum level of service required in Groups 1, 2, and 3. As an example service standards may include but not limited to:

- Nonstop or connecting service

[1] A seat that is designated as coach inventory by the contract carrier, regardless of (a) where the seat is located on the aircraft and (b) the commercial nomenclature used by the contract carrier to describe the seat, shall be considered coach for the purposes of a Government traveler that booked either a YCA or _CA contract fare. See FTR §§301-10.121 & 301-10.124.

- No more than one connect point (if applicable). Up to two (2) connect points (or one (1) connect and one (1) direct flight) are allowed to extended connection line items listed in Attachment 4 and Attachment 5.
- Applicable connect time limitations
- Circuity limitations
- Timeband limitations

Nonstop Service - Service between origin and destination points without any stops. Compare **Connecting Service** and **Direct Service**.

Outbound - Service from the designated point of origin to the designated point of destination, *i.e.*, from the airport/city listed first to the airport/city listed second. Compare **Inbound**.

Passenger Level Code - Identifies the Government's estimated number of passengers per year.

Prepaid Ticket Advice[2] - (Also known as a prepaid ticket) is a ticket that is purchased in one (1) location for a traveler to pick up at another location.

Propeller Plane - An airplane that is driven by a propeller.

Regional Jet - An airplane with a total capacity of fewer than 70 seats, including all classes of service. This is also referred to as a commuter jet.

Required Flights - For purposes of this solicitation, in Group 1 and 2 domestic line items, a contract carrier must have daily service Monday through Friday, including at least one inbound and one outbound flight for each of its five days of service, for it to be counted as weekly service. In Group 1 and 2 international and fifth freedom of the air line items, a contract carrier must have service a minimum of three (3) days per week, including at least one inbound and one outbound flight for each of its three days of service, for it to be counted as weekly service. For Group 3 domestic line items, a contract carrier must have service at least one (1) day per week, Monday through Friday, including at least one inbound and one outbound flight for the one day it has service, for it to be counted as weekly service. In Group 3 international line items, a contract carrier must have service at least one day per week on any day of the week, including at least one inbound and one outbound flight for the one day it has service, for it to be counted as weekly service.

Route Restrictions - A contract carrier that limits the flights traveled on a particular line item.

Seat Assignment (Seat Choice) - A contract carrier's practice of assigning a specific seat to Government travelers will follow the same access and process as it does for commercial

[2] For further information on how to process Prepaid Ticket Advices, please see page 34 in the U.S. Government Passenger Transportation Handbook: https://www.gsa.gov/cdnstatic/Travel_Vehicle_Card_Services/Government%20Passenger%20Travel%20Handbook.pdf

customers in the same fare class of service.

Segment - All portions of flight (nonstop, direct, connecting, or double connect) necessary to complete the Origin to Destination (O&D) purchased YCA, _CA, or _CB fare. Each segment is flown on the same carrier or its codeshare partner. For example, a one-way trip between DCA to SAN with a connection in DFW is one (1) segment.

Ticket - The paper or paperless (*i.e.*, electronic) instrument identifying the transportation to which the traveler is entitled.

Timeband - The time period in which the flight is scheduled to depart. Timebands are 5:00 AM - 9:30 AM (timeband 1), 9:31 AM - 2:59 PM (timeband 2), 3:00 PM - 7:00 PM (timeband 3), 7:01 PM - 11:59 PM (timeband 4), and 12:00 AM - 4:59 AM (timeband 5).

Trade Criteria - In connect line items, each nonstop flight counts as two (2) flights for purposes of meeting the minimum number of required flights.

Travel Card - A GSA contractor-issued travel charge card to be used by travelers to pay for passenger transportation services, subsistence expenses, and other travel and transportation related expenses incurred in connection with official travel away from the official duty station.

Travel Management Centers/Commercial Travel Offices - Travel Management Centers (TMCs)/Commercial Travel Offices (CTOs) are travel agencies under contract to the Government.

Turboprop - A propeller driven aircraft that uses a jet turbine engine to turn the propellers rather than a piston engine.

Unrestricted Coach Fare - (Also known as the **Full Economy Fare, Lowest Published Unrestricted Coach Fare**, **Lowest Published Y Fare, Lowest Unrestricted Coach Fare, Lowest Logical Unrestricted Economy Fare,** the **Walk-Up Fare,** or the **Selling Y Fare**). This is the lowest full "Y" fare at which every coach seat is available for sale and may be purchased for one way travel. An unrestricted coach fare is fully refundable and not subject to capacity controls, ticketing time limits, advance purchase requirements, minimum or maximum stay requirements, travel time limits, blackout periods, or penalty. For purposes of this definition, an administrative fee for re-booking, re-ticketing, or cancellation is not considered a penalty. This fare is also referred to as the "**Market Fare**" in this contract.

Valid Connect Point - Actual point at which passengers change planes between origin and destination airports and which meets the connecting time frames [of 300 minutes domestic and 420 minutes international] and maximum circuity limits as applicable.

Valid Exception - One of the **exceptions to the mandatory use requirement** is applicable. **See §C.2.C**.

YCA Fare - A three-letter code used to designate unrestricted coach class contract fares for Government contract carriers. "CA" means "contract award." YCA fares are are higher in cost

than _CA fares, and offer last seat (inventory) availability (unless a flight is already sold out). No administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation. Domestic, international, and fifth freedom of the air YCA fares may be subject to auto-cancellation of all un-ticketed reservations 48 hours prior to departure time and date. See **Auto-cancellation** and **Unrestricted Coach Fare.**

_CA Fare - A three-character code used to identify capacity-controlled coach class contract fares for Government contract carriers. _CA fares are lower in cost than the YCA Fare, with the same conditions (no administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation) except that _CA fares do not offer last seat (inventory) availability. The first letter of the three-letter fare basis code will vary by airline, e.g., QCA, LCA, etc. Early booking increases the likelihood of reserving a _CA fare. Domestic, international, and fifth freedom of the air _CA fares may be subject to auto-cancellation of all un-ticketed reservations 48 hours prior to departure time and date. See **Auto-cancellation** and **Capacity Controlled Fare (_CA).**

_CB Fare - A three-character code used to identify capacity-controlled Government contract business class fares. The first letter of the three-letter fare basis code will vary by airline. No administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation. Domestic and international _CB fares may be subject to auto-cancellation of all un-ticketed reservations seven (7) calendar days prior to departure time and date applies only to reservations booked eight (8) calendar days or more before departure. Reservations made seven (7) calendar days or less prior to departure time may be exempt and may require ticketing six (6) hours before departure at the carrier's discretion. See **Auto-cancellation** and **Contract Business Fare (_CB).**

B.3 LINE ITEM (MARKET) REQUIREMENTS

PASSENGER VOLUME

Passenger level codes - the codes listed below indicate the Government's estimated number of coach passengers:

PAX LEVEL*	FY21 YEARLY
A	20,000 and above
B	15,000 – 19,999
C	10,000 – 14,999
D	5,000 – 9,999
E	2,500 – 4,999
F	40 – 2,499
G	1-39

*Passenger count (PAX) levels are subject to change on a yearly basis based on data analysis of audited data and new requirements.

Passenger volume for Group 1, 2, and 3 international business class line items is estimated to be between one (1) and 13,423 passengers yearly. This data for Groups 1, 2 and 3 is based on historical passenger volumes for line items where a business class fare was offered.

Estimated passenger count data is derived from the following sources: DoD and other Federal agencies, as well as the travel card services and other contractors under contract with GSA. These counts are estimates only and are not guaranteed under any resulting contract.

NOTE: PAX figures contained in **Attachment 4 (Group 1), Attachment 5 (Group 2), and Attachment 6 (Group 3)** are not guaranteed and should not be considered as anything other than estimates.

Data Sources		
DoD	- Provides figures for the largest single Government travel customer - GTRs are included	- Civilian agencies are not included - New line item PAX levels (particularly) are estimates only
Federal agencies	- Provides figures for customer agencies	- Line item PAX levels are estimates only
Travel card services contractors (GSA SmartPay®) and/or the Airline Reporting Corporation (ARC)	- Most complete source - All transactions that are paid with the travel card are included	- GTRs are not included - May include some non-City Pair fares (*e.g.*, DG, Cat Z,[3] commercial fares, etc.) - Some data may be segmented

To avoid duplication of estimates, GSA takes the highest estimate of the sources for each line item (market) (between the aggregated agency line item (market) data provided and the GSA SmartPay®/ARC data). GSA is always interested in improving its data quality to better represent future requirements and bring efficiencies to the program. All contract carriers are encouraged to provide any data determined to better improve the requirements development process. This includes, but is not limited to, Federal and military passenger volume information by line item, nonsensical line items, evolving trends, etc.

[3] DG or Discounted Government fares and CatZ or Category Z fares are non-contract Government fares. Guidelines for Government travelers' utilization of these types of fares fall under FTR 301-10.107-108.

B.4 Pricing Schedule for Group 1, Group 2, and Group 3 Line Items

1. The offeror shall propose a fixed-price fare for scheduled air passenger transportation services as specified herein in accordance with the same services the offeror provides commercially to the general public in scheduled service. Additionally, during the contract period and any exercised option periods, an economic price adjustment for a fuel surcharge may be assessed as part of a domestic, international, and/or fifth freedom of the air contract fare at the time of ticketing under conditions outlined in §I.2 I-FBG-LS001 Economic Price Adjustment for Fuel Surcharges – City Pair Program (CPP) (JAN 2016).

2. The Contractor shall provide only one-way fares under this solicitation. The fare shall apply in either direction of travel for the line item. Contract fares are not applicable to or from intermediate points in connecting service line items.

3. For the below line items, the basic offered price is an unrestricted coach fare (YCA fare designator) with Last Seat (inventory) Availability. In addition, a fare restricted only for capacity (_CA fare designator) may also be offered in every Group 1,[4] 2,[5] and 3 line item.

4. For international business class line items, the basic offered price is an unrestricted coach fare (YCA fare designator) with Last Seat (inventory) Availability, and a contract business fare (_CB). In addition, a fare restricted only for capacity (_CA fare designator) may also be offered.

4. A capacity-controlled (_CA) fare may be offered only in conjunction with an YCA fare.

   All awarded _CA fares shall be placed above the bottom third of the carrier's commercial fare classification code structure to be identified in the offer. These fares shall be made available on all flights for the fare classification in which the _CA fare is placed. If the fare class employed for the Government contract fare has seats available for sale, it shall be provided to Government travelers. **Advanced ticketing requirements shall not apply to _CA fares except as permitted by §C.3.A(7).** If the contract carrier closes the fare class employed for the Government contract fare, the Government understands that the _CA fare may not be available for sale to Government travelers at the time of reservation. If the _CA fare bucket changes during the term of the contract, it is anticipated that Government passengers both booked and/or ticketed at time of change will be protected in the new bucket.

   The contract carrier shall notify the Contracting Officer of any changes in the commercial fare classification code structure that affect the awarded bucket/class no later than five (5) business days after the change. The awarded bucket/class shall be revised as needed to ensure that the original proportional relationship of the awarded bucket/class to the other buckets/classes within the contract carrier's commercial fare classification code structure

[4] Group 1 line items are CLINs that are awarded on a best overall value basis using a price/technical tradeoff analysis.

[5] Group 2 and 3 line items are CLINs that are awarded to the technically acceptable, lowest priced offeror; however technical requirements for Groups 2 and 3 differ.

is maintained. The intent is that the Government shall receive _CA fares at least 60% of the time in domestic and international line items and the Government reserves the right to audit accordingly.

Last seat (inventory) availability applies to the service on a carrier's own flights as well as all offered domestic codeshare partner(s). On international line items, last seat (inventory) availability applies to the service on a carrier's own flights, as well as all offered codeshare partner(s) proposed on a line item-by-line item basis or proposed with no specific line item identification. On fifth freedom of the air line items, last seat (inventory) availability applies to the service on a carrier's own flights.

5. All fares shall include the cost of meals and baggage handling services normally and customarily provided by scheduled carriers to the same class of commercial passengers.

6. Government Business Fares:

   (a) With the exception of international business class line items, offers may include a Government business class fare in addition to the basic fare(s) offered. Business class fares shall be coded as "_CB" (capacity-controlled contract business fares). Business class fares will only be awarded to the offeror awarded the YCA fare for a specific line item.

   (b) In those contracts that include business fares for Government travelers, carriers shall provide such fares when authorized by the using agency in accordance with the Federal Travel Regulation, Chapter 301 (Travel Allowances), the Joint Travel Regulations, and the Foreign Affairs Manual.

   (c) Airport codes shall be used in conjunction with the business class contract fare designator (_CB) in domestic line items. City codes may be used in conjunction with international and fifth freedom of the air _CB line items, unless otherwise noted.

(END OF SECTION B)

SECTION C – DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK (SOW)

C.1 BACKGROUND

Since July 1980, GSA has contracted for scheduled air passenger transportation services for Government civilian and military employees traveling on official business. The use of GSA scheduled air passenger transportation services is governed by 41 CFR 301-10.106 through 301-10.143 and 41 CFR 301-73.200 through 301-73.202.

C.2 SCOPE

This contract is to provide scheduled air passenger transportation service by certified United States air carriers, under 14 CFR Part 121, for various solicited domestic, international, and fifth freedom of the air line items. To be considered for a contract award, carriers shall meet all solicitation requirements and possess all required certifications as defined in Section H.

A. Mandatory Users: Except as otherwise provided in §C.2.B and §C.2.C below, mandatory users for awarded coach class and/or business class service are—

(1) All uniformed personnel and civilian employees of the Department of Defense including military reservists traveling to and from inactive duty training when authorized by the Department of Defense.

(2) Civilian employees of agencies of the U.S. Government as defined in 5 U.S.C. 5701, except as noted below; for purposes of this provision, an agency of the U.S. Government as defined in 5 U.S.C. 5701 means:

(a) An executive agency (executive department, Government corporation owned by the Government of the United States, or an independent establishment);

(b) A military department (Department of the Army, Department of the Navy, and Department of the Air Force);

(c) An office, agency, or other establishment in the legislative branch but does not include—

(i) A Government controlled corporation (mixed-ownership Government corporation);
(ii) A member of Congress; or an office or committee of either House of Congress or of the two (2) Houses; or
(iii) The Government of the District of Columbia.

(3) Uniformed members of the U.S. Coast Guard, the U.S. Public Health Service, and the National Oceanic and Atmospheric Administration.

(4) Fact and expert witnesses traveling pursuant to a court order, a witness authorization agreement, or other authorizing document issued by a court of competent jurisdiction or a Federal agency.

(5) Any other person(s) authorized to travel DIRECTLY at the Government's expense (including dependents where authorized by law or regulation) **with the exception of contractors**.

(6) Employees of the Legal Services Corporation (except grantees).

(7) Employees of the Neighborhood Reinvestment Corporation.

(8) Employees of the U.S. Air Force, U.S. Navy, U.S. Marine Corps, and the U.S. Army non-appropriated fund instrumentalities.

(9) Attorneys, experts, and other persons traveling primarily in connection with carrying out responsibilities under 18 U.S.C. 3006A, (representation for any person financially unable to obtain adequate representation).

(10) Federal employees of the Farm Credit System Insurance Corporation.

(11) Federal employees of the Federal Deposit Insurance Corporation.

Any traveler listed in paragraphs (1) through (11) above are considered mandatory users when traveling *at the Government's expense* with the exception of military reservists traveling to and from inactive training.

(12) Employees of the Farm Credit Administration when traveling on official Government business.

(13) Employees of the Government of the Commonwealth of the Northern Mariana Islands on official travel.

(14) Persons traveling on behalf of the American Red Cross National Sector for the purpose of overseas activities or U.S. activities that support the organization's overseas operations (except contractors working for the American Red Cross).

(15) Employees of a tribe or tribal organization when performing travel necessary to carry out a contract, grant, or funding or cooperative agreement under the Indian Self-Determination and Education Assistance Act, pursuant to 25 U.S.C. 5324(k), when such tribe or tribal organization has been added to the contract as a mandatory user by the Contracting Officer (CO) pursuant to this clause. Each eligible tribe or tribal organization will be added individually as a mandatory user by the CO at the sole discretion of the Government and at no additional cost to the Government.

A list of tribes or tribal organizations that are mandatory users may be found at: http://www.gsa.gov/portal/content/103885.

(16) Employees of and participants in the Eisenhower Exchange Fellowship Program when performing travel necessary to carry out the provisions of 20 U.S.C. 5201.

(17) Employees of the foundations established by Acts of Congress to solicit private sector funds on behalf of Federal land management agencies for official travel, including:

(a) The National Park Foundation;

(b) The National Fish and Wildlife Foundation; and

(c) The National Forest Foundation.

(18) District of Columbia Courts.

(19) Federal employees of the National Credit Union Administration when traveling on official Government business.

(20) Employees of the Board of Governors of the Federal Reserve System when traveling on official Government business.

(21) DoD recruits traveling from Military Entrance Processing Stations (MEPS).

(22) Employees of a tribe or tribally designated housing entity when performing travel necessary to carry out a block grant under the Native American Housing Assistance and Self-Determination Act, pursuant to 25 U.S.C. 4111(j), when such tribe or tribally designated housing entity has been added individually as a mandatory user to the contract by the CO at the sole discretion of the Government and at no additional cost to the Government.

A list of tribes or tribally designated housing entities that are mandatory users may be found at: http://www.gsa.gov/portal/content/103885.

(23) Employees of the United States Holocaust Memorial Museum when traveling on official Government business.

(24) Employees of the Government of the United States Virgin Islands when traveling on official Government business.

B. **Non-Mandatory Users**: Non-mandatory users may request contract service on an optional basis. Contract carriers may, but are not required to, furnish any requested service to non-mandatory users. Non-mandatory users are—

(1) All members and employees of the U.S. Congress; employees of the Judicial Branch of the Government; employees of the U.S. Postal Service; U.S. Foreign Service Officers; and employees of any agencies who are not subject to the provisions of 5 U.S.C. 5701-5711.

(2) Groups of ten (10) or more passengers traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking.

C. Exceptions to the mandatory use requirement. Mandatory users are not required to use coach and/or business class contract fares when—

(1) Space on a scheduled contract flight is not available in time to accomplish the purpose of travel or use of contract service would incur unnecessary overnight lodging costs which would increase the total cost of the trip;

(2) The contract carrier's flight schedule is inconsistent with explicit policies of the specific Federal department or agency or other mandatory user with regard to scheduling travel during normal working hours;

(3) A non-contract carrier offers a lower fare to the general public that, if used, will result in a lower total trip cost to the Government or other mandatory user (the combined costs of transportation, lodging, meals, and related expenses considered);

Note to paragraph (3): This exception does not apply if the contract carrier offers the same or lower fare and has seats available at that fare, or if the fare offered by the non-contract carrier is restricted to Government and military travelers performing official business and may be purchased only with a contractor-issued travel charge card, centrally billed account (e.g., YDG, MDG, QDG, VDG, and similar fares) or GTR where the two (2) previous options are not available;

(4) Cost effective rail service is available and is consistent with mission requirements; or

(5) Smoking is permitted on the contract flight and the nonsmoking section of the contract aircraft is not acceptable.

Note 1: Any group of ten (10) or more passengers traveling together on the same day, on the same flight, for the same mission, requiring group integrity and identified as a group by the travel management service upon booking is not a mandatory user of the Government's contract city-pair fares. For group travel, agencies are expected to obtain air passenger transportation service that is practical and cost effective to the Government.

Note 2: Contractors are not authorized to use contract city-pair fares to perform travel under their contracts.

Note 3: If the Government contract city-pair carrier offers a lower cost capacity-controlled coach class contract fare (MCA, QCA, VCA, etc.) in addition to the unrestricted coach class contract fares (YCA), the traveler should use the lower cost capacity-controlled fare when it is available and meets mission needs.

C.3 TECHNICAL REQUIREMENTS

A. REQUIREMENTS

(1) Any award(s) resulting from this solicitation will be a requirements contract for the services specified in the Schedule of Line Items (Attachments 4, 5, and 6), and effective for the period of performance. The quantities of services specified in the schedule are **estimates only** and are not guaranteed under any resulting 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.

(2) Offers received for a contract line item specified in the Schedule of Line Items (Attachments 4, 5, and 6) that do not meet the minimum requirements contained in Sections C.3.B, C.3.C, C.3.D, and C.3.E will not be considered for contract award.

(3) Delivery or performance shall be made only upon the purchase of tickets in accordance with the terms and conditions of the resultant contract. Subject to any limitation elsewhere in this contract, the contract carrier shall furnish to the Government all services specified in the schedule.

(4) Except as this contract otherwise provides, the Government shall order from the contract carrier all the services specified in the schedule that are required to be purchased by the Government activities specified as mandatory users in §C.2.

(5) The Government is not required to purchase from the contract carrier requirements that meet the exceptions to mandatory use in §C.2.

(6) Tickets shall not be sold under this contract for passenger transportation services after the end of the contract period or any extension to the contract period.

(7) Contract carriers may auto-cancel an un-ticketed coach City Pair Program reservation (i.e., YCA and _CA fares) 48 hours prior to departure time and date only to reservations booked 72 hours or more before departure. Reservations made 72 hours or less prior to departure time may be exempt or may require ticketing six (6) hours before departure at the carrier's discretion. There shall be

no fees or penalties assessed by the contract carrier associated with auto-cancellation of a reservation or rebooking a reservation that was subjected to auto-cancellation.

(8) Contract carriers may auto-cancel an un-ticketed business class City Pair Program reservation (i.e., _CB fare) seven (7) calendar days prior to departure time and date only for reservations booked eight (8) calendar days or more before departure. Reservations made seven (7) days or less prior to departure time may be exempt or may require ticketing six (6) hours before departure at the carrier's discretion. There shall be no fees or penalties assessed by the contract carrier associated with auto-cancellation of a reservation or rebooking a reservation that was subjected to auto-cancellation.

B. DOMESTIC ROUTES (LINE ITEMS)

(1) Contract Line Item Number (CLIN): Each line item number in the Schedule of Items (Attachments 4, 5, and 6) is contained in the City Pair Offer Preparation System (COPS) identified as:

(a) Group 1

(b) Group 2

(c) Group 3

(2) Description of Requirements: Requirements are listed in the Schedule of Items (Attachments 4, 5, and 6) and described as follows:

(a) The following codes indicate whether either nonstop or connect service is required for each line item:

N – Nonstop

C - Connecting service

Note 1: For all line items, connecting service shall have no more than one (1) connecting point en route. Group 1 and 2 line items connect time shall not exceed 120 minutes.[6] Group 3 has no connection time limit. Extended Connection (E/C) line items listed in Attachment 4 and Attachment 5 with up to two (2) connecting points (or one (1) connect point and one (1) direct flight)) and total connecting time shall not exceed 300 minutes (origin/destination). The offeror shall only list valid connect points. No change of airports at connecting points is allowed for domestic routes.

[6] Line items that include Guam and American Samoa shall not exceed 180 minutes, unless listed as extended connection line items in Attachment 4 and Attachment 5 where total connecting time shall not exceed 300 minutes.

(b) Identified Passenger Level Code.

(c) Required number of flights.

(i) *Group 1 and 2 line items*: The required number of daily flights (at a minimum, service each day Monday through Friday), in each direction is listed separately from the passenger count estimates. The number required is 1, 2, 3, 4, 5, or 6 flights in each direction and is based on the minimum requirements of the Government.

(ii) *Group 3 line items*: The required number of flights in each direction is listed separately from the passenger count estimates. The number required is 1 flight in each direction one (1) day per week, Monday through Friday.

(3) Offered Line items

(a) For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each line item offered in the "Meet Min" field. Offerors shall list all required information including the number of nonstop, direct, and connecting flights available in each direction in each of the five (5) timebands. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.

(b) For line items listed in Group 2 and 3, offerors shall indicate whether or not they meet the minimum requirements for each line item offered. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.

(4) Connecting Service:

(a) In determining the number of connecting flights in a specific line item, the same leg shall not be counted as more than one (1) connecting flight in that line item.

(b) In connecting service line items, the minimum number of daily flights required will be "traded" for a higher level of service by weighting the levels of service:

(i) Each connecting (C) flight and each direct (D) flight counts as one (1) flight; and

(ii) Each nonstop (NS) flight counts as two (2) flights. For example, in a line item requiring six (6) connecting service flights (six (6) flights in each direction), the requirement can be met with three (3)

nonstop flights or any combination of nonstop, direct or connecting flights that produces a total number of 6 or more flights in each direction.

Two examples in a line item with a minimum requirement of 6 connecting service flights in each direction

Example One:

Inbound

No. C	**No. D**	**No. N**
3	0	2

Equates to 3 + 0 + 2(2) = 7

Outbound

No. C	**No. D**	**No. N**
3	1	2

Equates to 3 + 1 + 2(2) = 8

Under the "trade" criteria, both inbound and outbound flights above meet the requirement.

Example Two:

Inbound

No. C	**No. D**	**No. N**
3	1	1

Equates to 3 + 1 + 1(2) = 6

Outbound

No. C	**No. D**	**No. N**
1	2	1

Equates to 1 + 2 + 1(2) = 5

In example two, although inbound flights are sufficient, outbound flights are **insufficient**; therefore, the offer for this line item does not meet the minimum requirement. "Trading" of connecting flights applies only for purposes of calculating whether the minimum number of flights is met (§M.3 Evaluation Criteria, Factor One) "Trading" of connecting flights does not apply to calculating the actual number of flights. As an example, if a line item requires 4 connecting flights, and a carrier has two (2) nonstop flights the minimum has been met. For purposes of §M.3 Evaluation Criteria, Factor Two, Subfactor 3, this shall count as two (2) flights, not as four (4) flights.

(c) Maximum Circuity:

(i) *Group 1 and 2 line items*: The Government will not accept flights above the following maximum variances over the great circle

mileage between each city pair to meet the required number of flights:

Great Circle Mileage	Maximum Circuity
0 – 600 miles	185%
601 – 1,000 miles	175%
1,001 - 1,400 miles	140%
1,401 - 2,000 miles	135%
2,001 - 3,000 miles	130%
3,001 miles or more	125%

(ii) *Group 3 line items*: There are no circuity limitations for flights between each city pair.

(d) Timeband:

(i) *Group 1 and 2 line items*: Except for flights departing from Alaska and Hawaii, only flights departing on or after 5:00 AM and prior to 12:00 AM that meet the minimum service standard shall count towards meeting the minimum number of flights as specified in the Schedule of Items (Attachments 4 and 5). However, for purposes of calculating the total number of flights, all flights meeting the minimum service standard shall count regardless of time of day.

(ii) *Group 3 line items*: All offered flights departing at any time of day that meet the minimum service standard shall count towards meeting the minimum number of flights as specified in the Schedule of Items (Attachment 6).

(e) Only valid connect points (one (1) connection per flight) shall be used to meet the required number of flights except in selected Alaska and Hawaii line items where there may be two (2) connect points.

(f) Nonstop service. In nonstop line items, each nonstop flight counts as one (1) flight.

(g) Connect Line items. For connect line items, only a single stop is permitted, except to Extended Connection line items listed in Attachment 4 and Attachment 5 (where up to two (2) stops are allowed). A connect plus a direct does not meet the minimum requirements except to the extended connection line items listed in Attachment 4 and Attachment 5. No change of airports at connecting points is allowed in offers for domestic routes.

C. INTERNATIONAL ROUTES (LINE ITEMS)

(1) CLIN: Each line item number in the Schedule of Items (Attachments 4, 5, and 6) is contained in the COPS identified as:

(a) Group 1

(b) Group 2

(c) Group 3

(2) Description of Requirements: Requirements are listed in the Schedule of Items (Attachments 4, 5, and 6) and described as follows:

(a) The following codes indicate whether either nonstop or connect service is required for each line item:

N – Nonstop service

C – Connecting service

Note 1: For all line items, connecting service shall have no more than one (1) connecting point en route. For Group 1 and 2 line items, connecting time shall not exceed 180 minutes. For International flights to/from Canada and Mexico, connection time shall not exceed 150 minutes. Group 3 has no connection time limit. Extended Connection line items listed in Attachment 4 and Attachment 5 where total connecting time (origin/destination) shall not exceed 420 minutes and up to two (2) connect points (or one (1) connect point and one (1) direct flight) are allowed. The offeror shall list only valid connect points. No change of airports at connecting points is allowed in offers for international routes.

(b) Identified Passenger Level Code.

(c) Required number of flights.

(i) *Group 1 and 2 line items*: The required number of flights in each direction is listed separately from the passenger count estimates. One (1) flight in each direction (one (1) inbound flight and one (1) outbound flight) on any three (3) or more days per week is required.

(ii) *Group 3 line items*: The required number of flights in each direction is listed separately from the passenger count estimates. The number required is one (1) flight in each direction on any one (1) day per week.

(3) Offered Routes (Line items)

(a) For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each line item offered in the "Meet Min" field. Offerors shall list all information required including the number of nonstop, direct, and connecting flights available in each direction in each of the five (5) time bands. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.

(b) For line items listed in Group 2 and 3, offerors shall indicate whether or not they meet the minimum requirements for each line item offered. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.

(4) Connecting Service:

(a) In determining the number of connecting flights in a specific line item, the same leg shall not be counted for more than one (1) connecting flight in that line item.

(b) Maximum Circuity:

(i) *Group 1 and 2 line items*: The Government will not accept flights above the following maximum variances over the great circle mileage between each city pair to meet the required number of flights:

Great Circle Mileage	**Maximum Circuity**
0 - 500 miles	175%
501 - 1,000 miles	160%
1,001 - 1,500 miles	145%
1,501 - 2,500 miles	140%
2,501 - 4,000 miles	135%
4,001 - 6,000 miles	130%
6,001 miles or more	125%

(ii) *Group 3 line items*: There are no circuity limitations for flights between each city pair.

(c) Only valid connect points (one (1) connection per flight) shall be used to meet the required number of flights.

(d) Timeband: All flights meeting the minimum solicited requirements shall count towards meeting the minimum number of flights specified in the

Schedule of Items (Attachments 4, 5, and 6) regardless of the time of day of the flight.

(5) Connect Line items.

(i) Group 1 and 2 line items: For connect line items only a single stop is permitted. A connect plus a direct does not meet the minimum requirements. The exception is to extended connection line items listed in Attachment 4 and Attachment 5 where up to two (2) stops are permitted, and a connect plus a direct do meet the minimum requirements. No change of airports at connecting points is allowed in offers for international routes.

(ii) Group 3 line items: There is no limit on connection time. No change of airports at connecting points is allowed in offers for international routes.

D. FIFTH FREEDOM OF THE AIR LINE ITEMS

(1) CLIN: Each line item number in the Schedule of Items (Attachment 4) is contained in the COPS identified as:

(a) Group 1

(2) Description of Requirements: Requirements are listed in the Schedule of Items (Attachment 4) and described as follows:

(a) N – Nonstop service – All Fifth Freedom of the Air line items are required to be solicited as nonstop service.

(b) Identified Passenger Level Code.

(c) Required number of flights. One (1) flight in each direction (one (1) inbound flight and one (1) outbound flight) on any three (3) or more days per week is required.

(d) Offerors shall utilize their own metal (aircraft) to transport travelers between two (2) foreign countries on a flight originating from or ending in the United States.

(3) Offered Line items

All flights meeting the minimum solicited requirements shall count towards meeting the minimum number of flights specified in the Schedule of Items (Attachment 4) regardless of the time of day of the flight.

For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each line item offered in the "Meet Min" field. Offerors shall list all information required, including the number of nonstop flights available in each direction in each of the five (5) time bands. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.

E. INTERNATIONAL BUSINESS CLASS LINE ITEMS

(1) CLIN: Each line item number in the Schedule of Items (Attachment 4) is contained in the COPS identified as:

(a) Group 1

(2) Description of Requirements: Requirements are listed in the Schedule of Items (Attachment 4) and described as follows:

(a) The following codes indicate whether either nonstop or connect service is required for each line item:

N – Nonstop service

C – Connecting service with no more than one (1) connecting point en route. Connecting time shall not exceed 180 minutes. For International flights to/from Canada and Mexico, connection time shall not exceed 150 minutes. The exception is to extended connections listed in Attachment 4 where total connecting time (origin/destination) shall not exceed 420 minutes and up to two (2) connect points (or one (1) connect point and one (1) direct flight) are allowed. The offeror shall list only valid connect points. No change of airports at connecting points is allowed in offers for international routes.

(b) Identified Passenger Level Code.

(c) Required number of flights. One (1) flight in each direction (one (1) inbound flight and one (1) outbound flight) on any three (3) or more days per week is required.

(d) Offerors must submit a _CB fare for these line items to be considered for award.

(3) Offered Line items

All flights meeting the minimum solicited requirements shall count towards meeting the minimum number of flights specified in the Schedule of Items (Attachment 4) regardless of the time of day of the flight.

For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each line item offered in the "Meet Min" field. Offerors shall list all information required including the number of nonstop, direct, and connecting flights available in each direction in each of the five (5) time bands. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.

(4) Connecting Service:

(a) In determining the number of connecting flights in a specific line item, the same leg shall not be counted for more than one (1) connecting flight in that line item.

(b) Maximum Circuity: The Government will not accept flights above the following maximum variances over the great circle mileage between each city pair to meet the required number of flights:

Great Circle Mileage	Maximum Circuity
0 - 500 miles	175%
501 - 1,000 miles	160%
1,001 - 1,500 miles	145%
1,501 - 2,500 miles	140%
2,501 - 4,000 miles	135%
4,001 - 6,000 miles	130%
6,001 miles or more	125%

(c) Only valid connect points (one (1) connection per flight) shall be used to meet the required number of flights.

(5) Connect Line items. For connect line items only a single stop is permitted. A connect plus a direct does not meet the minimum requirements. The exception is to extended connections listed in Attachment 4 where up to two (2) stops are permitted, and a connect plus a direct do meet the minimum requirements. No change of airports at connecting points is allowed in offers for international routes.

C.4 ELECTRONIC TICKETS

1. If the contract carrier offers "ticketless" or electronic tickets for any awarded routes, it shall furnish electronically what was previously known as a "ticket number" on the physical ticket. This will continue to allow for the transaction to be properly and consistently identified during the booking, payment, refund, reconciliation, and audit processes.

2. If payment is through a contractor-issued travel card or a centrally billed account established under a GSA contract for commercial travel card services, the number will appear in the "Ticket Number/Document Record Number (DRN)" field on the charge card contractor provided tapes.

3. If a GTR or another form of payment is used, the contract carrier shall provide some form of physical documentation of the transaction to the traveler or agency ordering activity to allow for subsequent auditing. This documentation can be an Auditor's Coupon or equivalent.

C.5 PREPAID TICKET ADVICE (PTA)

When prepaid ticket advice (PTA) service is requested by authorized travelers for contract fares (YCA/_CA/_CB) or a combination of contract and non-contract legs, the contract carrier may charge a fee ONLY IF BOTH of the following conditions apply:

1. The reservation is booked at least 24 hours prior to departure (exclusive of weekends and Federal holidays); AND

2. The ticket can be delivered by any means in time for the traveler to receive and utilize the ticket.

The fee charged shall not exceed:

1. The current commercial fee; OR

2. The fee charged under any non-contract Government fares, e.g., Discounted Government (DG) Fares, whichever is lower.

The contract carrier may, at its option, waive the PTA fees.

C.6 STOPOVERS FOR TRAVEL ORIGINATING OR TERMINATING OUTSIDE THE UNITED STATES

For travel originating or terminating outside the United States, Puerto Rico, and the U.S. Virgin Islands, each fare (YCA, _CA, or _CB) shall allow (at any connect point) at least one (1) free stopover of a duration to be determined by the Government but not to exceed seven (7) calendar days. Stopover points will be unrestricted, with the exception of a stopover point in Hawaii, which may be capacity controlled, up to 50% of coach class (per flight), at the option of the airline.

See **§K.6** to submit offeror information on stopovers.

C.7 USAGE OF CONTRACT FARES

Contract fares may be used in conjunction with other published fares, including other contract and non-contract fares, if necessary. Under this provision, authorized travelers are permitted

to construct contract fares to comprise the best total fare and in doing so contract carriers shall accept the constructed fare for ticketing and service provided, except where otherwise prohibited by applicable statute or regulation.

C.8 DISSEMINATION OF CONTRACT FARES

The contract carrier shall file contract fares under the "YCA", "_CA", or "_ CB" designator. Under no circumstances shall the contract carrier use "YCA", "_CA", or "_CB" designator codes for any line item in which the carrier is not the Government contract carrier. Airport codes shall be used in conjunction with "YCA", "_CA", and "_CB" contract air fare designators where applicable. When two airport codes are required (e.g., YCAJFKDCA), the last character shall be dropped (e.g., YCAJFKDC).

The contract carrier shall ensure that contract fares are disseminated and operational in a timely fashion and in accordance with the contract carrier's commercial means of providing fare information (and ticket availability) throughout all distribution and reservation systems it commercially utilizes. Reservation services shall be operational within twenty (20) calendar days after the date of contract award, and within two (2) business days after the date of any contract modifications.

GSA will conduct an audit of commercial reservation and distribution systems to ensure contract fares and rules are properly loaded and available for purchase.

C.9 PASSENGER FACILITY CHARGES/SEGMENT FEES

1. The collection, handling and remittance of all Passenger Facility Charges (PFC) shall be processed in accordance with the Federal Aviation Administration (FAA) Regulations at 14 CFR Part 158, Subpart C, §158.45 and §158.47.

2. PFCs and segment fees shall not be included as a component of the offered prices. PFCs and segment fees will not be included in the price evaluation.

3. PFCs will not be included in the awarded fares and shall be printed, in accordance with FAA regulations cited in paragraph (1) above, on the ticket at the time of issuance.

4. Segment fees will not be included in the awarded fares and shall be documented on the ticket at the time of issuance.

C.10 PASSENGER SECURITY SERVICE FEES

1. The collection, handling, and remittance of all Passenger Security Service Fees shall be processed in accordance with the Aviation and Transportation Security Act of 2001 (49 U.S.C. 44940).

2. Passenger Security Service Fees shall not be included as a component of the offered prices. Passenger Security Service Fees will not be included in the price evaluation.

3. Passenger Security Service Fees will not be included in the awarded fares and shall be documented on the ticket at the time of issuance.

C.11 TAXES, FEES, AND FUEL SURCHARGES

(a) All fares for domestic line items include all existing Federal, state, and local taxes. Airport maintenance fees, administrative fees (e.g., fees charged for route and schedule changes), fuel surcharges currently in place commercially, and other similar charges are to be included in all fares offered, where applicable. Passenger facility charges (PFC), segment fees, and passenger security service fees are not included in the offered fares, but are listed separately on the ticket at the time of issuance.

(b) For international, fifth freedom of the air, and international business class line items, all fares are exclusive of taxes. Fuel surcharges are to be included in all fares offered. All line items included under the international tariff of the International Air Transport Association may be treated as international line items for purposes of this section.

(c) Fuel surcharges are governed by **§I.2 I-FBG-LS001 Economic Price Adjustment for Fuel Surcharges - City Pair Program (CPP) (JAN 2016).**

C.12 METHOD OF PAYMENT

1. The GSA contracts for commercial travel card services to provide individual travel cards (contractor-issued travel cards) to Federal employees to cover transportation and other related expenses incurred during official travel. The GSA travel card contract(s) also provide(s) for the use of centrally billed accounts by Federal agencies to purchase airline tickets. THE ONLY CHARGE CARD(S) OR CENTRALLY BILLED ACCOUNT(S) THE CONTRACT CARRIER(S) IS (ARE) OBLIGATED TO ACCEPT ARE THOSE AWARDED under a GSA contract for travel card services. If there are any questions as to the offered form of payment, the contract carrier's contract administrator (as listed in §K.2 Contact for Contract Administration) should contact the GSA Contracting Officer.

2. The contract carrier agrees to accept payment through all of the following methods: 1) individually or centrally billed Government travel accounts issued under a GSA contract (see Federal Travel Regulation (FTR) 301-72.3 (41 CFR 301-72.3)); and 2) Government Transportation Requests (GTRs) in electronic or paper format. GTRs may be used to pay for international air travel and other travel related expenses. For domestic air travel (other than §C.12(4)), GTRs may be used only under special circumstances and for travel related expenses. Special domestic circumstances are defined as acts of God, emergency situations, and when purchasing a domestic ticket in the USA in conjunction with travel that originated overseas.

   Individually or centrally-billed travel account charge transactions shall be processed by carriers in the same manner as commercial charge transactions. GTRs shall be processed

according to the Federal Management Regulation (FMR) Part 102-118 (41 CFR Part 102-118).

3. The American Red Cross National Sector shall pay for services only through the use of a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.

4. Members and employees of the U.S. House of Representatives and Senate pay for services with a travel card or centrally-billed account established under a GSA contract for commercial travel card services, a GTR, cash, money order, or personal credit card (the acceptance of non-GSA contractor issued travel cards, cash, or money orders for payment is at the option of the contract carrier).

5. Employees of a tribe or tribal organizations performing travel necessary to carry out a contract, grant, funding or cooperative agreement under the Indian Self-Determination and Education Assistance Act, pursuant to 25 U.S.C. 5324(k), shall pay for services only through the use of a travel card or a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.

6. Military reservists traveling to and from inactive duty training when authorized by the Department of Defense shall pay for services through the use of a travel card established under a GSA contract for commercial travel card services in effect during the term of this contract. The Government does not reimburse airline travel costs to military reservists.

7. Employees of and participants in the Eisenhower Exchange Fellowship Program when performing travel necessary to carry out the provisions of 20 U.S.C. 5201 shall pay for services through the use of a travel card or a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.

8. Employees of the foundations established by Acts of Congress to solicit private sector funds on behalf of Federal land management agencies, shall pay for services through the use of a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.

9. Employees of a tribe or tribally designated housing entity performing travel necessary to carry out a block grant under the Native American Housing Assistance and Self-Determination Act, pursuant to 25 U.S.C. 4111(j), shall pay for services only through the use of a travel card or a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.

C.13 REFUNDS

Upon presentation of proper documents as specified in the U.S. Government Passenger Transportation Handbook, Federal Travel Regulation, or an alternative that has been mutually agreed upon with GSA's Transportation Audits Division, the contract carrier shall fully and promptly refund all unused and partially unused portions of any Government contract fare

ticket to the activity paying for the ticket, the travel management center issuing the ticket, or the individual traveler, as appropriate.

C.14 ARRANGING FOR GROUP TRAVEL (See Group Definition)

Groups are ten (10) or more passengers traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking. Groups are non-mandatory users of the contract fares. If the contract carrier ordinarily arranges group travel through a group desk, then group reservations are to be handled through the contract carrier's group desk. The contract carrier shall identify its contact information for groups.

Transportation offices are the initial points of contact for resolution of questions/disputes for locally arranged group travel. If the civilian agency/DoD and the contract carrier cannot reach resolution regarding the definition of a group, the matter is to be referred to the GSA Contracting Officer.

C.15 GROUP TRAVEL CANCELLATION POLICIES AND FEES

Groups of ten (10) or more passengers (traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking) are non-mandatory users of this contract. Groups may therefore choose the carrier that best meets their travel needs. Groups of ten (10) or more passengers will be booked through the carrier's group booking procedures and follow that carrier's commercial group reservation, ticketing, and cancellation policies.

C.16 CARRIERS UNDER A CODE-SHARING OR OTHER ARRANGEMENT

For domestic line items, the contract carrier shall make available all service on offered codeshare partner(s).

For international line items, the contract carrier shall make available all service on offered codeshare partner(s) proposed on a line item-by-line item basis. If a codeshare partner(s) is (are) offered and no specific line item is identified, the offeror shall make available all service on the offered codeshare partner(s) in all awarded line items where the codeshare exists.

The offeror shall list in §K.7 Carriers Under A Code-Sharing Arrangement, all airlines providing service over any portion of a line item under a code-sharing arrangement relative to this offer. The offeror shall certify in §K.7 Carriers Under A Code-Sharing Arrangement that its offered codeshare is included in the IATA Bilateral Interline E-ticketing Agreements Table (BIETA). DoD approval is required for all offerors and their U.S. air carrier codeshare partners proposed for service on offered line items prior to award.

(END OF SECTION C)

SECTION D
NOT APPLICABLE

SECTION E
NOT APPLICABLE

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The contract period of performance begins October 1, 2020 or Date of Award (whichever is later) through September 30, 2021, plus two (2) option periods as follows:

Option 1: October 1, 2021 – November 30, 2021
Option 2: December 1, 2021– December 31, 2021

The Government reserves the right to unilaterally exercise option periods. See §I.2 Clause 52.217-9 Option to Extend the Term of the Contract (MAR 2000).

F.2 CONFIRMATION OF SERVICE AT THE TIME OF AWARD AND MODIFICATION

Within ten (10) business days after contract award, and at time of a modification, contract carriers shall confirm in writing that they continue to meet the minimum requirements for all line items awarded for the period of performance beginning October 1, 2020 through September 30, 2021. Contract carriers shall itemize any line items where they no longer meet the minimum requirements for the contract period of performance beginning October 1, 2020 through September 30, 2021. For line items that are awarded to a carrier with nonstop service, but where the minimum requirement is connect service, the contract carrier shall re-confirm nonstop service. See §C.3.B, §C.3.C, §C.3.D, and §C.3.E regarding minimum requirements.

F.3 QUESTIONS REGARDING CONTRACT CARRIER PERFORMANCE

If, at any time, an offeror believes that the contract carrier no longer meets the minimum requirements for a specific line item(s), the offeror may report this to the Contracting Officer in writing by listing the specific line item(s) in question in an Excel spreadsheet using the below format. Prior to submission, the offeror shall confirm that a specific line item(s): 1) does not meet the minimum requirements; 2) has not been deleted from the contract carrier's contract; and 3) has not been re-awarded to another contract carrier. The Contracting Officer shall, within a reasonable time period, investigate this allegation and, in writing, inform the offeror of the result of the investigation. GSA also reserves the right to monitor schedules to ensure carriers meet minimum requirements.

Carrier	Line Item No.	Origin	Destination	Specific Reason Carrier Does Not Qualify	Citation of Contract
XX	1234	ABC	DEF	Connection time exceeds 120 minutes	§C.3.B.2(a)
XX	1234	ABC	DEF	Carrier no longer offers nonstop service in connect line item	§C.3.B.4(b)(ii) and/or §F.5

F.4 SERVICE BELOW THE MINIMUM

1. Except where the contract carrier enters into bankruptcy proceedings, the contract carrier is placed into DoD nonuse status (temporary nonuse or suspension), or temporarily reduces or temporarily ceases service, each of which is specifically addressed in (a) through (c) below, the contract may be cancelled (in whole or in part) and re-awarded when the contract carrier no longer provides service meeting all of the contract requirements in the awarded line item, or ceases to provide nonstop service in a connect line item, when the nonstop service was the basis for award.

   (a) Bankruptcy. In cases involving a contract carrier entering into bankruptcy proceedings, if the contract carrier ceases service in an awarded line item, GSA may re-award the affected contract line item(s) for service until such time as the initial contract carrier resumes service. If the carrier does not resume service, the re-award is valid for the duration of the contract period.

   (b) DoD Nonuse status. In cases involving a contract carrier for a route being placed into DoD nonuse status (temporary nonuse or suspension), GSA may re-award the affected contract line item(s) until such time as the initial contract carrier is placed back into DoD use status.

   (c) Temporary Reduction or Temporary Cessation of Service. In cases where a contract carrier no longer provides service meeting all of the contract requirements in the awarded line item after the period of performance (October 1, 2020 through September 30, 2021) has begun, and the Government anticipates that the situation will continue for a period greater than fourteen (14) calendar days but less than one hundred and twenty (120) calendar days, GSA may re-award the affected contract line item(s) for service until such time as the initial contract carrier resumes service meeting all of the contract requirements. GSA will not typically apply this subsection (c) when the contract carrier no longer provides service meeting all of the contract requirements in the awarded line item due to regularly scheduled reduction of service (e.g., seasonal discontinuance of flight service) or due to suspension/cancellation of airport operations. GSA may rely on any reasonable source of data to determine whether or not a carrier continues to meet the minimum service requirements.

F.5 DISCONTINUANCE OF SERVICE WITHIN A LINE ITEM

If a contract carrier ceases to provide at least the minimum level of service required by the contract to any line item, the contract carrier shall provide the Government thirty (30) calendar days written notice to the extent practicable prior to reducing or discontinuing the service.

The contract carrier shall notify the Government in the above stated manner when the carrier discontinues nonstop service in a connect line item. Though the contract carrier may still provide the minimum level of service required with connect service, the basis of award may have changed. In such situations, the Government reserves the right to reevaluate all offers in

that line item. The Contracting Officer may re-award the line item to a carrier whose offer represents the best value to the Government. Contract carriers shall implement modification changes in commercial distribution and reservation systems within two (2) business days of the modification's effective date.

F.6 AUTO-CANCELLATION

A completed auto-cancellation profile document shall be submitted to GSA within twenty (20) calendar days after award if the contract carrier chooses to participate in auto-cancellation.

The template can be found in the following document:

FY21 Auto Cancellation Template

Carriers shall also submit bi-monthly reports of all PNRs cancelled during the period of performance. The report should be an MS Excel document consistent with the following template. The Excel workbook should contain three (3) separate worksheets, one (1) for Domestic reservations, one (1) for International reservations (to include International Business Class Line Items), and another for Fifth Freedom of the Air reservations. Each line item should represent a unique PNR and outbound segment that was never ticketed or cancelled prior to the auto-cancellation. Inbound segments should not be included since they should be automatically cancelled consistent with the requirement.

Worksheet Number 1: Domestic Reservations

Total Number of Domestic Segments during the reporting period			15,751				
Total Number of Domestic Segments auto-cancelled during the reporting period							
Airline PNR	GDS PNR	Outbound segment O & D	Date of reservation	Date of auto-cancellation	Date of departure	Number of Segments	Number of Passengers
XXXXX	XXXXX	DCA – ATL	11/8/20	11/13/20	11/15/20	2	1

Worksheet Number 2: International Reservations

Total Number of International Segments during the reporting period			9,751				
Total Number of International segments auto-cancelled during the reporting period							
Airline PNR	GDS PNR	Outbound segment O & D	Date of reservation	Date of auto-cancellation	Date of departure	Number of Segments	Number of Passengers
XXXXX	XXXXX	WAS – MVD	11/8/20	11/13/20	11/15/20	2	1

Worksheet Number 3: Fifth Freedom of the Air Reservations

Total Number of Fifth Freedom of the Air Segments during the reporting period			151				
Total Number of Fifth Freedom of the Air segments auto-cancelled during the reporting period							
Airline PNR	GDS PNR	Outbound segment O & D	Date of reservation	Date of auto-cancellation	Date of departure	Number of Segments	Number of Passengers
XXXXX	XXXXX	MNL-SEL	11/8/20	11/13/20	11/15/20	1	1

Bi-monthly cancellation reports are due to the Contracting Officer and Program Management Office (PMO) on the following dates. Reports shall be delivered to onthego@gsa.gov and citypairprogram@gsa.gov. If the due date falls on a weekend or Federal holiday, it will be due by the next business day.

Reporting Period	**Report Due Date**
October 1 – November 30	December 15, 2020
December 1 – January 31	February 15, 2021
February 1 – March 31	April 15, 2021
April 1 – May 31	June 15, 2021
June 1 – July 31	August 15, 2021
August 1 – September 30	October 15, 2021

F.7 EDUCATION AND COMPLIANCE

GSA endeavors to ensure that travelers and their agencies are using the City Pair Program properly and maximizing the benefits of the program. Carriers are urged to identify travelers and their agencies that can benefit from educational outreach efforts. In instances where the carrier has concerns about the usage of CPP, the circumstance and any attendant documentation should be brought to the attention of the Contracting Officer for prompt resolution.

(END OF SECTION F)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ORDERING OF SERVICES

(a) For travelers governed by the scope of this contract (See §C.2), a request for coach class service and/or business class service will be construed to mean a request for the contract fare, unless the traveler specifies otherwise. If there is no contract fare, then the request will be construed to mean a request for a combination of contract fares and/or any other available fare that results in the lowest cost alternative to the Government and meets the traveler's needs.

(b) Business Class - A request for business class service will be construed to mean a request for the business class contract fare, unless the traveler specifies otherwise. If there is no business class contract fare, then the request will be construed to mean a request for business class fare that results in the lowest cost alternative to the Government and meets the traveler's needs.

(c) Method of Ordering - Service will be ordered with one (1) of the payment methods identified in the Method of Payment section. The various procedures for ordering services are as follows:

(1) A Travel Management Service as defined under FTR § 300-3.1 is the usual means of ordering services.

(2) All American Red Cross (Red Cross) travel reservations, including travel for overseas activities or U.S. activities that support the organization's overseas operations, will be made through the Red Cross corporate travel agency. Each Red Cross user will have an employee picture identification card. The corporate travel agency will receive authorization to use contract fares via an International Services Department Travel Authority form.

(3) Members and employees of the U.S. House of Representatives and the Senate may order services directly by using an individually or centrally-billed Government travel account issued under a GSA contract; cash, money order, personal credit card (the acceptance of non-GSA contractor issued travel cards, cash, or money orders for payment is at the option of the contract carrier); or GTR.

(4) Employees of tribes or tribal organizations performing travel necessary to carry out a contract, grant, or funding or cooperative agreement under the Indian Self-Determination and Education Assistance Act, pursuant to 25 U.S.C. 5324(k), may order services through a TMC or through a CTO.

(5) Employees of and participants in the Eisenhower Exchange Fellowship Program when performing travel necessary to carry out the provisions of 20 U.S.C. 5201 may order services through the Eisenhower Fellowships' corporate travel agency.

(6) Employees of the foundations, established by Acts of Congress to solicit private sector funds on behalf of Federal land management agencies, may order services through a corporate travel agency.

(7) Employees of a tribe or tribally designated housing entity performing travel necessary to carry out a block grant under the Native American Housing Assistance and Self-Determination Act, pursuant to 25 U.S.C. 4111(j), may order services through a TMC or through a CTO.

G.2 AUDIT OF CONTRACT FARES

A. AUDITS BY GSA'S TRANSPORTATION AUDITS DIVISION

1. The Government shall conduct audits of transportation bills from a carrier in accordance with 31 U.S.C. § 3726 and Federal Management Regulation (FMR) Part 102-118 (41 CFR 102-118). Applicable and relevant provisions of GSA's U.S. Government Passenger Transportation Handbook[7] are incorporated herein by reference in terms of transportation audits processes and procedures related to the transportation of individuals under the GSA City Pairs contract.

2. The Government reserves the right to issue overcharges whenever the lowest fully refundable coach fare or business class fare charged is greater than the applicable awarded contract fare for the same class of service and routing, provided that reservations were obtained through the proper Government distribution channels and payment was made using a GTR, contractor-issued travel card, or centrally billed account.

3. The Government reserves the right to issue overcharges whenever the fare charged is greater than any unrestricted lowest fully refundable coach fare offered by the contract carrier to the general public that is lower than the contract fare, for the same class of service and routing, provided that reservations were obtained through the proper Government distribution channels and payment was made using a GTR, contractor-issued travel card, or centrally billed account.

4. Prior to the post-payment audit, the contract carrier may voluntarily reimburse the ordering activity by the amount of any money due the Government. This should be done through the normal refund process associated with the travel card contractor, or directly to the ordering agency's finance office when other payment means are used. The contract carrier shall maintain documentation of this refund.

B. AUDIT OF VENDOR PERFORMANCE

GSA, or its designee, will conduct routine audits of all commercial distribution and reservation systems to ensure vendor performance. Audits may include, but not be limited to:

[7] https://www.gsa.gov/cdnstatic/Travel_Vehicle_Card_Services/Government%20Passenger%20Travel%20Handbook.pdf

- Proper dissemination, display, and loading of fares and rules. The Contractor shall correct any improperly filed or displayed contract fare or rule within two (2) business days of notification. Failure to correct improperly filed or displayed contract fares may result in termination for cause of the awarded line item. Any of these terminated line items can be subsequently re-awarded to another carrier that offers the best value to the Government, at the Government's discretion.

- Availability of _CA/_CB fares

- Minimum service requirements in line items

- Fuel surcharges

- Codeshares and route restrictions

G.3 PRICE REDUCTION

If, after award, the contract carrier offers an unrestricted coach fare available to the general public that is lower than the contract fare, the contract carrier shall provide the lower fare to Government travelers in lieu of the contract fare.

If, after award, the contract carrier offers a commercial fare, other than an unrestricted coach fare that is lower than the contract fare, the traveler can request the lower commercial fare. The contract carrier shall provide the lower fare in lieu of the contract fare, if the traveler qualifies for the lower fare and space is available at the time of booking.

In addition, on or after the effective date of this contract, the Contract carrier may at any time reduce the contract fare of the service(s) to the Government, either temporarily or permanently. Any price reduction offered by a contract carrier shall be for a minimum of thirty (30) calendar days. The contract carrier shall notify the Contracting Officer and the price reductions will be implemented by contract modification.

(END OF SECTION G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NONDISCRIMINATION AGAINST HANDICAPPED TRAVELERS

The Air Carrier Access Act of 1986 and all implementing regulations issued by the Department of Transportation are applicable to this contract, and are specifically incorporated by reference herein: (e.g., 14 CFR Part 382, 49 CFR Part 27, 49 U.S.C. 41705, etc.).

H.2 DEPARTMENT OF TRANSPORTATION AND TRANSPORTATION SECURITY ADMINISTRATION

The contract carrier shall comply with all provisions of the Federal Aviation Act of 1958 (as amended), as well as relevant rules, regulations, and policies issued by the Department of Transportation (DOT) and the Transportation Security Administration (TSA).

H.3 AIR CARRIER QUALITY AND SAFETY

Prior to award, in accordance with the provisions of 32 CFR 861.4, DoD Air Transportation Quality and Safety Requirements, DoD approval is required for all offerors and their U.S. air carrier codeshare partners proposed for service on offered line items. All offerors and their U.S. air carrier codeshare partners proposed for service on offered line items shall remain in an approved status throughout the period of performance for the contract.

In accordance with 32 CFR 861.6(b), foreign air carriers performing any portion of a line item awarded to a U.S. air carrier under this solicitation pursuant to a code-sharing agreement with that U.S. air carrier, are generally not subject to DoD survey and approval under Sections 861.4 and 861.5. However, DoD will periodically review the performance of such foreign carriers. This review may consist of recurring performance evaluations, periodic examination of the U.S. code-sharing carrier's operational reviews and assessments of the foreign carrier, and, where appropriate and agreed to by the air carriers concerned and DoD, on-site surveys of the foreign air carrier. Such carriers must also meet the 12 months prior experience requirement of 32 CFR 861.4(e)(1).

See §K.8 to submit offeror certification of air carrier quality and safety.

H.4 DOD TEMPORARY NONUSE STATUS OR SUSPENSION

1. If at any time during the term of the contract, a carrier serving an awarded line item(s) is placed in temporary nonuse status by the DoD, or suspension by the DoD in accordance with 32 CFR 861.4(e)(1)(iv), the Government may, with no cost or liability to the Government or any department, agency, entity, or official therein:

    (a) Discontinue DoD use of services under the contract for the duration of the period of temporary nonuse/suspension in the case of a U.S. air carrier in such status; and/or

(b) Discontinue Government use of services under the contract for the duration of the period of temporary nonuse/suspension in the case of a foreign codeshare air carrier in such status.

2. If, during the term of this contract, such period of temporary nonuse and/or suspension is terminated by DoD, through reinstatement or otherwise, use of services will resume in accordance with the terms of the contract.

H.5 CIVIL RESERVE AIR FLEET (CRAF) PROGRAM

(a) In order to receive a contract award under this solicitation, all offerors shall participate in the CRAF Program or, in the alternative, receive a Letter of CRAF Technical Ineligibility from the United States Transportation Command (USTRANSCOM), Directorate of Acquisition, Airlift Division (TCAQ-C).

(b) CRAF eligible carriers are Federal Aviation Regulations Part 121 certified carriers with international over water or domestic only capability. For a copy of the solicitation, or to determine technical eligibility, contact:

USTRANSCOM, TCAQ-C	DoD Commercial Airlift Division
Building 1900 W	HQ AMC/A3B
508 Scott Drive	402 Scott Drive Unit 3A1
Scott AFB, IL 62225-5357	Scott AFB, IL 62225-5302
(618) 220-7141	(618) 229-4801

During the entire period of this contract, the contract carrier shall participate in the CRAF Program or have been certified as technically ineligible for CRAF membership. GSA will terminate this scheduled air passenger transportation services contract for cause in accordance with FAR 52.212-4 (m) Contract Terms and Conditions—Commercial Items (OCT 2018), Termination for Cause, of this contract for failure of the contract carrier to maintain the conditions set-forth above.

See §K.9 to submit offeror certification of CRAF status.

H.6 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

(END OF SECTION H)

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 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 https://www.acquisition.gov/browse/index/far.

52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APPLICABLE TO DOMESTIC LINE ITEMS ONLY)	FEB 2013
52.242-13	BANKRUPTCY	JUL 1995

I.2 INCORPORATED CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing

institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. ~~Changes in the terms and conditions of this contract may be made only by written agreement of the parties.~~ (DEVIATION) See FAR 52.243-1 CHANGES —FIXED PRICE (Aug 1987) (ALTERNATE I – APR 1984).

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (DEVIATION)

~~(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include —~~

~~(i) Name and address of the Contractor;~~

~~(ii) Invoice date and number;~~

~~(iii) Contract number, line item number and, if applicable, the order number;~~

~~(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;~~

~~(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;~~

~~(vi) Terms of any discount for prompt payment offered;~~

~~(vii) Name and address of official to whom payment is to be sent;~~

~~(viii) Name, title, and phone number of person to notify in event of defective invoice; and~~

~~(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.~~

~~(x) Electronic funds transfer (EFT) banking information.~~

~~(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.~~

~~(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.~~

~~(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.~~

~~(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.~~

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.— (DEVIATION) See §C.12, METHOD OF PAYMENT.

~~(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.~~

~~(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.~~

~~(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.~~

~~(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.~~

~~(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—~~

~~(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—~~

~~(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);~~

~~(B) Affected contract number and delivery order number, if applicable;~~

~~(C) Affected line item or subline item, if applicable; and~~

~~(D) Contractor point of contact.~~

~~(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.~~

~~(6) *Interest*.~~

~~(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.~~

~~(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.~~

~~(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—~~

~~(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;~~

~~(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or~~

~~(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).~~

~~(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.~~

~~(v) Amounts shall be due at the earliest of the following dates:~~

~~(A) The date fixed under this contract.~~

~~(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.~~

~~(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—~~

~~(A) The date on which the designated office receives payment from the Contractor;~~

~~(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or~~

~~(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.~~

~~(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.~~

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. ~~The contract price includes all applicable Federal, State, and local taxes and duties.~~ (DEVIATION) See §C.11, TAXES, FEES and FUEL SURCHARGES.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor

(n) ~~*Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.~~ (DEVIATION) (See Addendum 2)

(o) ~~*Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.~~ (DEVIATION) (See Addendum 2)

(p) ~~*Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.~~ (DEVIATION) (See Addendum 2)

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]]

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul* 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug* 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (*Nov* 2015).

(5) 52.233-3, Protest After Award (*Aug* 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (*Oct 2004)* (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

__ (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).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (*Oct* 2015) (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.)

__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct* 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5)[Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct* 2015) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (*Oct* 2018) (41 U.S.C. 2313).

__ (10)[Reserved].

__ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (*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.

X (16) 52.219-8, Utilization of Small Business Concerns (*Oct* 2018) (15 U.S.C. 637(d)(2) and (3)).

X (17) (i) 52.219-9, Small Business Subcontracting Plan (*Aug* 2018) (15 U.S.C. 637(d)(4))

__ (ii) Alternate I (*Nov* 2016) of 52.219-9.

X (iii) Alternate II (*Nov* 2016) of 52.219-9.

__ (iv) Alternate III (*Nov* 2016) of 52.219-9.

__ (v) Alternate IV (Aug 2018) 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 (*Jan* 2017) (15 U.S.C.637(a)(14)).

X (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 (*Oct* 2019) (15 U.S.C. 657f).

__ (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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (*Dec* 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (*Dec* 2015) (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 2020) (E.O.13126).

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

X (28) (i) 52.222-26, Equal Opportunity (*Sept* 2016) (E.O.11246).

__ (ii) Alternate I (*Feb* 1999) of 52.222-26.

X (29) (i) 52.222-35, Equal Opportunity for Veterans (*Oct* 2015) (38 U.S.C. 4212).

__ (ii) Alternate I (*July* 2014) of 52.222-35.

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

__ (ii) Alternate I (July 2014) of 52.222-36.

__ (31) 52.222-37, Employment Reports on Veterans (*Feb 2016*) (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 (*Jan* 2019) (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).

X (34) 52.222-54, Employment Eligibility Verification (*Oct 2015*). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

__ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun* 2016) (E.O. 13693).

__ (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).

__ (ii) Alternate I (*Oct* 2015) of 52.223-13.

__ (39) (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.

__ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (*Dec 2007*) (42 U.S.C. 8259b).

__ (41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).

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

__ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).

__ (43) 52.223-20, Aerosols (*Jun* 2016) (E.O. 13693).

__ (44) 52.223-21, Foams (*Jun* 2016) (E.O. 13693).

X (45) (i) 52.224-3 Privacy Training (*Jan* 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (*Jan* 2017) of 52.224-3.

__ (46) 52.225-1, Buy American-Supplies (*May* 2014) (41 U.S.C. chapter 83).

__ (47) (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. 4 001 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.

__ (48) 52.225-5, Trade Agreements (*Oct 2019*) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

X (49) 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).

__ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (*Nov* 2007) (42 U.S.C. 5150).

__ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov* 2007) (42 U.S.C. 5150).

X (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (*Feb* 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).

__ (54) 52.232-30, Installment Payments for Commercial Items (*Jan* 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (*Oct* 2018) (31 U.S.C. 3332).

__ (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul* 2013) (31 U.S.C.3332).

__ (57) 52.232-36, Payment by Third Party (*May* 2014) (31 U.S.C.3332).

X (58) 52.239-1, Privacy or Security Safeguards (*Aug* 1996) (5 U.S.C. 552a).

__(59) 52.242-5, Payments to Small Business Subcontractors (*Jan* 2017) (15 U.S.C. 637(d)(13)).

__ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

__ (iii) Alternate II (*Feb* 2006) of 52.247-64.

(c) 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 (*Aug* 2018) (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) (*Aug* 2018) (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).

X (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* 2015).

__ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).

__ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) (42 U.S.C. 1792).

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial 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 (*Oct* 2015) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (*Oct* 2018) (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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 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.

(vii) 52.222-21, Prohibition of Segregated Facilities (*Apr* 2015).

(viii) 52.222-26, Equal Opportunity (*Sept* 2015) (E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (*Oct* 2015) (38 U.S.C.4212).

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

(xi) 52.222-37, Employment Reports on Veterans (*Feb* 2016) (38 U.S.C.4212)

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

(xiii) 52.222-41, Service Contract Labor Standards (*Aug* 2018) (41 U.S.C. chapter 67).

(xiv) (A) 52.222-50, Combating Trafficking in Persons (*Jan* 2019) (22 U.S.C. chapter 78 and E.O 13627).

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

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

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

(xvii) 52.222-54, Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (*Dec* 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (*Jan* 2017) (5 U.S.C. 552a).

(B) Alternate I (*Jan* 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 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.

(xxiii) 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)

52.216-21 REQUIREMENTS (OCT 1995) (DEVIATION)

(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~~ (DEVIATION) terms and conditions of the City Pair

Program contract. Subject to any limitations in ~~the Order Limitations clause or elsewhere in~~ (DEVIATION) 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~~ (DEVIATION) terms and conditions of the City Pair Program contract. 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~~. (DEVIATION)

(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.~~ (DEVIATION)

(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~~ perform under this contract ~~after the contract period of performance has expired. _____ [*insert date*].~~ (DEVIATION) after the date in which all orders issued prior to contract expiration with date(s) of order fulfillment after contract expiration have been completed.

(End of Clause)

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 one (1) calendar day of expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least three (3) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed fifteen (15) months.

(End of Clause)

52.243-1 CHANGES —FIXED PRICE (Aug 1987) (ALTERNATE I – APR 1984) (DEVIATION)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

~~(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).~~

~~(3) Place of performance of the services.~~

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of Clause)

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

(b) *Clauses*.

_X_ 552.203-71, Restriction on Advertising

_X_ 552.215-70, Examination of Records by GSA

_X_ 552.215-72, Price Adjustment – Failure to Provide Accurate Information

_X_ 552.229-70, Federal, State, and Local Taxes **(Applicable to domestic line items only)**

(End of Clause)

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

(a) *Deviations to FAR clauses*.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) *Deviations to GSAR clauses*. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) *"Substantially the same as" clauses*. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of Clause)

552.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (DEVIATION I) (AUG 2019)

(a) Definitions. As used in this clause-

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. [Contractor to complete and submit to the Contracting Officer] The Offeror or Contractor represents that it [ ] will or [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any

contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

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

(End of clause)

I-FBG-LS001 ECONOMIC PRICE ADJUSTMENT FOR FUEL SURCHARGES - CITY PAIR PROGRAM (CPP) (JAN 2016)

During the contract period and any exercised option periods, a fuel surcharge may be assessed as part of a contract fare at the time of ticketing under the following conditions:

(1) A fuel surcharge is allowed on a line item (market) where a fuel surcharge has been imposed commercially to all customers in the booking inventories (buckets) in either the fares or as miscellaneous fees. The changes shall correspond to the YCA, _CA and _CB contract fares for a minimum of 14 consecutive days. A fuel surcharge that has been imposed and terminated can only be re-instated after being imposed commercially for 14 consecutive days. Fuel surcharge requests may be submitted to GSA at any time after contract award and throughout the contract period. Fuel surcharge requests submitted after contract award and before the start of the contract period will be effective on the effective date of the contract or 14 days after the fuel surcharge was imposed commercially, whichever date is later and after approval by the Contracting Officer. A fuel surcharge may be applied to contract fares if the fuel surcharge was imposed commercially after submission of offers but before the effective date of the contract. Any fuel surcharge commercially in place at the time of offer submission must be included in the offered fare. To the extent possible, all anticipated fuel surcharges should be included in the fare offered at the time of offer submission.

(2) A carrier shall report to the GSA Contracting Officer in writing when a fuel surcharge is imposed, identifying the start date of that commercial fuel surcharge and the amount of the fuel surcharge on a line item (market) by line item (market) basis. A carrier shall also identify the booking inventories (buckets) corresponding to the YCA, _CA and _CB to which the fuel surcharge applies commercially. When notifying GSA of fuel surcharge implementation, for any fuel surcharge that was initiated after the date of submission of the carrier's offer to GSA but before the contract effective date, the carrier shall include in its submission a written representation that the original offer price did not include any amount for anticipated fuel surcharges. If the offered price did include an amount to offset anticipated fuel surcharge, the carrier must state the dollar amount included in the offer, and GSA will address the matter with the carrier. When notifying GSA of a new (or updated) fuel surcharge, the carrier must submit the fuel surcharge information in a spreadsheet of the following format (enter 0 for no fuel surcharge) and obtain written approval, prior to imposing fuel surcharges on CPP fares, from the CPP Contracting Officer that the fuel surcharge application is verified and acceptable:

Airline	**Line Item #**	**Origin City Code or Airport Code and Name**	**Destination City Code or Airport Code and Name**	**YCA FSC 1 way in USD**	**_CA FSC 1 way in USD**	**_CB FSC 1 way USD**	**Date when imposed commercially**	**Date when applicable to CPP**
Airline name	1855	DCA	LAX	$10	$0	$0	9/1/20XX	10/1/20XX
Airline name	5866	WAS	FRA	$50	$30	$0	10/15/20XX	10/29/20XX

Note: Where applicable, domestic is always first when listing origin city/airport code, and international is always second when listing destination city/airport code.

Whenever a fuel surcharge is updated (whether an increase or a decrease), the complete spreadsheet must be submitted in its entirety. The spreadsheet must include both changed fuel surcharge amounts and effective dates and also unchanged fuel surcharge amounts and effective dates. In addition, the carrier shall provide substantiating documentation that the fuel surcharge has been applied commercially for the 14-day period. Upon receipt of the documents, the GSA Contracting Officer shall acknowledge receipt of the required materials within 2 business days, and complete the review of the fuel surcharge request within 10 business days, unless otherwise notified by the GSA Contracting Officer. If the Government requires more time for review, it shall indicate so in the receipt acknowledgement what the alternative review schedule will be. A carrier shall not impose any fuel surcharge unless written approval from the Contracting Officer is received.

(3) A carrier must cease any fuel surcharge on contract fares when the fuel surcharge is no longer imposed commercially. The carrier must also notify the GSA Contracting Officer in writing when the fuel surcharge is removed, identifying the end date of the fuel surcharge. In no instance shall the Government be charged a higher fuel surcharge than that imposed commercially.

(4) Should a carrier not comply with the above terms, the Government may terminate for cause the line item(s) (market(s)) for which the carrier failed to comply with the provisions of §C.11. Audits of contract fares will include a review of fuel surcharges.

Improperly assessed surcharges on contract fares shall be reimbursed to the Government, or, if not, subject to the issuance of an overcharge under §G.2, Audit of Contract Fares.

(End of Clause)

(END OF SECTION I)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 Attachment 1 – Proposal Checklist

All offerors shall submit an electronic copy of the completed proposal checklist items listed below to corey.gerst@gsa.gov, andrea.anderson@gsa.gov, and onthego@gsa.gov. For their records, all offerors are responsible for downloading complete copies of the solicitation, the terms of which are incorporated in the contracts. The technical and pricing proposal (Attachments 4, 5, and 6, Schedule of Items) shall be submitted via the Internet on the City Pair Offer Preparation System (COPS). Attachment 2 provides detailed instructions for submission of the technical and price proposal via the Internet on COPS.

Item	Insert Yes, No or N/A	Agency Use
Standard Form 1449 for **all RFP Amendments** (Blocks 12, 17a, 17b, 30a, 30b and 30c are completed)		
Standard Form 30 (Blocks 8, 15a, 15b and 15c are completed)		
Completed Small Business Subcontracting Plan		
Completed §K.1 Authorized Negotiators		
Completed §K.2 Contact for Contract Administration		
Completed §K.3 Customer Service Point of Contact		
Completed §K.4 Accurate Schedule Information Declaration		
Completed §K.5 Compliance with Veterans Employment Reporting Requirements		
Completed §K.6 Stopovers For Travel Originating Or Terminating Outside The United States		
Completed §K.7 Carriers Under A Code-sharing Arrangement (Domestic & International Line items)		
Completed §K.8 Air Carrier Quality and Safety		
Completed §K.9 CRAF Certification		
Completed §K.10 Planned Service		
Completed Paragraphs (c) through (v) as applicable of K. 11 52.212-3 Offeror Representations and Certifications – Commercial Items (DEC 2019) In accordance with the Federal Acquisition Regulation (FAR) Subpart 4.11 System for Award Management (SAM), all prospective contractors shall be registered in SAM prior to award of a contract. In accordance with the FAR 4.1201 (a) and (b) Representations and Certifications, prospective contractors shall complete electronic annual representations and certifications at SAM accessed via https://www.acquisition.gov as a part of required registration. In addition, prospective contractors shall update the representations and certifications submitted to SAM as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to SAM.		
Completed carrier's commercial fare classification code structure: Offerors shall submit their fare class (bucket) hierarchy listed in relative order of seat availability, beginning with "Y" class, ending with the fare class (bucket) that has the lowest seat availability.		

J.2 Attachment 2 – COPS FY21 User Manual
(Incorporated by reference)

J.3 Attachment 3 – Sample Subcontracting Plan
(Incorporated by reference)

J.4 Attachment 4 – Group 1 Line Items
(Incorporated by reference)

Tab 1 – Group 1 Domestic Line Items
Tab 2 – Group 1 International Line Items
Tab 3 – Group 1 Fifth Freedom Line Items
Tab 4 – Group 1 International Extended Connection Line Items
Tab 5 – Group 1 International Extended Connection with Business Class Line Items

J.5 Attachment 5 – Group 2 Line Items
(Incorporated by reference)

Tab 1 – Group 2 Domestic Line Items
Tab 2 – Group 2 Domestic Extended Connection Line Items
Tab 3 – Group 2 International Line Items
Tab 4 – Group 2 International Extended Connection Line Items

J.6 Attachment 6 – Group 3 Line Items
(Incorporated by reference)

Tab 1 – Group 3 Domestic Line Items
Tab 2 – Group 3 International Line Items

J.7 Attachment 7 – RFP VENDOR QUESTIONS TEMPLATE
(Incorporated by reference)

J.8 Attachment 8 – SIGNIFICANT CHANGES
(Incorporated by reference)

(END OF SECTION J)

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers, and electronic mail address of the authorized negotiators.)

NAME	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS

K.2 CONTACT FOR CONTRACT ADMINISTRATION

Offerors are required to designate a person(s) to be contacted for prompt contract administration.

PRIMARY:

NAME:

TITLE:

ADDRESS:

ZIP CODE:

TELEPHONE NO. FAX NO.

EMAIL ADDRESS:

ALTERNATE:

NAME:

TITLE:

ADDRESS:

ZIP CODE:

TELEPHONE NO. FAX NO.

EMAIL ADDRESS:

NOTE: A contract modification is required to change the contact for contract administration.

K.3 CUSTOMER SERVICE POINT OF CONTACT

In addition to the contact for contract administration, carriers will provide a point of contact to assist Government travelers with specific carrier issues (name, telephone number, email address, and/or web site).

NAME:

TITLE:

ADDRESS:

ZIP CODE:

TELEPHONE NO. FAX NO.

EMAIL ADDRESS:

WEBSITE:

K.4 ACCURATE SCHEDULE INFORMATION DECLARATION

The offeror hereby declares that all information submitted with its offer is complete, accurate, and correct to the best of its knowledge and belief.

NAME AND TITLE OF INDIVIDUAL MAKING DECLARATION

_____ _____

NAME (Typed) TITLE (Typed)

_____ _____

SIGNATURE DATE

K.5 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-4212) report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐, has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed (31 U.S.C. 1354).

K.6 STOPOVERS FOR TRAVEL ORIGINATING OR TERMINATING OUTSIDE THE UNITED STATES

If the offeror does not specify a greater number of stopovers or a greater number of days in the space designated below, the offeror agrees to allow one (1) free stopover of up to seven (7) calendar days in accordance with this contract provision.

The offeror allows ____ (must be one (1) or greater) stopover(s) for a period of time determined by the Government but not to exceed ____ (must be seven (7) days or greater) days.

K.7 CARRIERS UNDER A CODE-SHARING ARRANGEMENT

The offeror shall list below all airlines providing service over any portion of a line item under a code-sharing arrangement relative to this offer. DoD approval is required for all offerors and their U.S. air carrier codeshare partners proposed for service on offered line items.

CPP Carrier Name	Codeshare Partner Name	Codeshare Partner Airline Code	U.S. or Foreign Codeshare Partner	DoD Safety Approval Status**	DOT OST/FAA Foreign Codeshare Safety Approval Status

** In accordance with 32 CFR 861.6(b), foreign air carriers performing any portion of a line item awarded to a U.S. air carrier under the GSA City Pair Program pursuant to a code-sharing agreement with that U.S. air carrier, are generally not subject to DoD survey and approval under Sections 861.4 and 861.5.

In international line items only, if the offeror is offering a codeshare partner(s) by line item, the line item(s) must be identified in the following format:

Line Item No.	Origin	Destination	Codeshare Partner(s)

K.8 AIR CARRIER QUALITY AND SAFETY

(a) By checking the box below, the offeror proposing to serve a line item through a codeshare arrangement with a foreign air carrier represents that the offeror has reviewed the foreign carrier's operations and maintenance and based on that review has determined that the

foreign air carrier provides a substantially equivalent level of quality and safety as that provided in the offeror's commercial practice. For purposes of this certification, substantially equivalent means that the foreign air carrier's operations and maintenance function largely, but not wholly, in the same manner as the offeror's operations and maintenance. To be eligible for award on international routes (line items), the offeror must make the representation below if the offeror proposes to provide service through foreign codeshare air carriers.

> ☐ The offeror represents that it has reviewed the operations and maintenance of each foreign codeshare air carrier to be used by the offeror to provide service under this contract and based on the review(s) has determined that the foreign air carrier(s) provide(s) a substantially equivalent level of quality and safety as that provided in the offeror's commercial practice.

(b) Prior to award, DoD shall review and approve all offerors and their U.S. air carrier codeshare partners proposed for service on offered line items. Foreign air carriers performing any portion of a route (line item) awarded to a U.S. air carrier under this solicitation pursuant to a code-sharing agreement with that U.S. air carrier, are generally not subject to DoD survey and approval. DoD review of offerors and their U.S. and foreign codeshare air carriers will be based on the criteria specified in 32 CFR Subparts 861.4 and 861.6, respectively. The 12 month experience requirement at 32 CFR 861.4(e)(1) as provided in 32 CFR 861.6(b) must be met by foreign codeshare air carriers by the date of contract award.

(c) At any time during the period of performance, if the servicing carrier (the contract carrier or codeshare partner) loses DoD approval <u>for any reason</u> related to 32 CFR Part 861, then GSA may re-award the affected contract line item(s) until such time as DoD approval of the servicing carrier is restored.

K.9 CRAF CERTIFICATION

The offeror hereby certifies that it:

☐ Has a CRAF contract; or

☐Has offered to participate in the Civil Reserve Air Fleet

OR

☐ Has a Letter of CRAF Technical Ineligibility; or

☐ Has applied for a Letter of CRAF Technical Ineligibility.

K.10 PLANNED SERVICE

The offeror shall list below all proposed line items with planned service to be implemented and operational between July 26, 2020 and September 30, 2020. Service planned to commence on or after October 1, 2020 should not be included.

Line Item No.	Origin	Destination	Effective Date of Planned Service

K.11 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)

The Offeror shall not complete the representation in this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

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

"Covered telecommunications equipment or services", "critical technology", and "substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) *Representation.* The Offeror represents that it □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it "will" provide covered telecommunications equipment or services", the Offeror shall provide the following information as part of the offer—

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

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (DEC 2019)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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

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

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

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

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

(6) Have been voluntarily suspended. "Sensitive technology"—

"Sensitive technology"—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

"Small business concern" 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 with13 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 at13 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 CFR124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and

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

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract 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 □is, □is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision*.] The offeror represents as part of its offer that it □ is, □ 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 CFR124.1002.

(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 Order11246-

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

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

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

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

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

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

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

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

(1) 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 $3,500 for which the liability remains unsatisfied.

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

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

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

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that–

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

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

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

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

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

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

Predecessor legal name:_.

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

(s) [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

To accommodate special circumstances, the Government reserves the right to solicit additional line items during this solicitation phase. This action precludes any revisions by offerors to

current offers unless otherwise specified herein. Offers shall be submitted via COPS or electronically to corey.gerst@gsa.gov, andrea.anderson@gsa.gov, and onthego@gsa.gov. Evaluation and award criteria will follow those delineated in §M.3 through §M.6.

(End of Provision)

(END OF SECTION K)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 OFFEROR SUBMISSION INSTRUCTIONS

Offerors shall examine and follow all RFP instructions. Failure to comply with the instructions in any way may result in a determination that the proposal is not responsive and will not be further evaluated by the Government.

The due date for Final RFP questions shall be **Friday, February 28, 2020 at 3:00 PM ET**. All questions must be submitted using the GSA provided template (**Attachment 7**) and emailed to corey.gerst@gsa.gov, and andrea.anderson@gsa.gov with a copy to onthego@gsa.gov. Questions received after the aforementioned deadline may not receive a response. GSA responses to Final RFP questions will be posted to the FY21 City Pair Program solicitation notice at the https://beta.sam.gov/ on or around **Friday, March 6, 2019.**

The due date for submission of **Group 1** offers shall be **Wednesday, March 18, 2020 at 3:00 PM ET**. Technical and Price Proposals shall be submitted via the City Pair Offer Preparation System (COPS). In addition, offerors shall submit electronically the signed SF1449, signed SF30 (for all RFP Amendments), and items listed in Attachment 1 Proposal Checklist to the following addresses by the Group 1 due date and time:

corey.gerst@gsa.gov
andrea.anderson@gsa.gov
onthego@gsa.gov
Subject: FY21 City Pair Program Offer (Company Name)

The due date for submission of **Group 2** offers shall be **Wednesday, April 15, 2020 at 3:00 PM ET**. Technical and Price Proposals shall be submitted via COPS.

The due date for submission of **Group 3** offers shall be **Friday, April 24, 2020 at 3:00 PM ET**. Technical and Price Proposals shall be submitted via COPS.

L.2 SERVICE AVAILABILITY

The technical evaluation will be conducted based on service effective for the week of July 19, 2020, through July 25, 2020, and planned service between July 26, 2020 and September 30, 2020. No technical evaluation will be made for service scheduled to begin on or after October 1, 2020.

The Government reserves the right to solicit and evaluate additional line items prior to contract award in accordance with 52.252-3 Alterations in Solicitation (APR 1984).

L.3 SERVICE IDENTIFICATION AND VERIFICATION

The primary source the Government will use to evaluate the offeror's scheduling information is the data provided by the offeror.

The information submitted by the offeror must be specific, must be in the format specified in the COPS User Manual, and shall not include service which does not meet the minimum requirements set forth in this solicitation.

The Government reserves the right to use any reasonable data source to verify service claimed by offerors, including the use of third-party contractors. The Government may rely upon the information provided by the offerors and is under no requirement to verify any service. Upon request of the Government, offerors must be prepared to submit specific backup data (including flight number) to verify the offered service. If the Government or its designee requests that a carrier verify the information presented, a printed time table is not acceptable for purposes of flight verification unless all the requested information is included in the time table. Schedules or timetables that require the contracting office to construct service availability are not acceptable.

Planned service will be evaluated if it will be implemented and operational before October 1, 2020. Service planned to commence on or after October 1, 2020, will not be evaluated. See §K.10 to submit offeror certification of line items with planned service between July 26, 2020 and September 30, 2020.

L.4 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.212-1 Instructions to Offerors—Commercial Items (OCT 2018)

(a) *North American Industry Classification System (NAICS) code and small business size standard*. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids*). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at

www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed-price requirements contract with economic price adjustment for commercial services resulting from this solicitation.

(End of Provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE – QMACB
ATTN: CITY PAIR PROGRAM (CPP)
1800 F Street, NW
3rd Floor, Hub 3400
Washington, DC 20405
EMAIL: corey.gerst@gsa.gov

(b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

(End of Provision)

552.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (DEVIATION FAR 52.252-5) (SEP 1999)

(a) *Deviations to FAR provisions*.

(1) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) provision by the addition of "(DEVIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) provision that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR provision no.))" after the date of the provision.

(b) *Deviations to GSAR provisions*. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation provision by the addition of "(DEVIATION)" after the date of the provision.

(c) *"Substantially the same as" provisions*. Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

L.5 AWARD

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

(END OF SECTION L)

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 SOLICITATION PROVISION(S) INCORPORATED:

52.212-2 Evaluation—Commercial Items (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Group 1 Offers (See §M.3):

Factor 1: Meet Minimum Requirements

Factor 2: Quality of Service

Subfactor (1) – Timeband/Service Distribution
Subfactor (2) – Average Elapsed Flight Time
Subfactor (3) – Number/Type of Flights

Factor 3: Price

For Group 1 offers, award may be made to other than the low priced offer where the technical superiority of that offer outweighs the price differential from the lower priced offers and where the price has been deemed fair and reasonable. For Group 1 passenger level A-D line items, technical and non-price related factors are more important than price, but as proposals become more equal in technical merit, price becomes more important. For Group 1 passenger level E-F line items, technical and non-price related factors are approximately equal to price. As proposals become more equal in technical merit, price may become the ultimate determining factor for award. The Government may reject any or all offers if such action is in the public interest.

Group 2 and Group 3 Offers (See §M.4):

Factor 1: Meets Minimum Requirements

Factor 2: Price

For Group 2 and Group 3 offers, award will be made using a lowest price technically acceptable (LPTA) methodology. Award will be made on a line-item-by-line-item basis

to the technically acceptable offeror (meets Factor 1) offering the lowest fare to the Government.

(b) ~~*Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).~~

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

M.2 EVALUATION CRITERIA - GENERAL INFORMATION

Award will be made on a line-item-by-line-item basis. Each line item has been assigned to one (1) of three (3) evaluation groups. Separate evaluation criteria apply for Group 1, Group 2, and Group 3. The methods of award are the same for Group 2 and Group 3, but are different for Group 1.

The technical evaluation will be conducted based on service effective for the week of July 19, 2020, through July 25, 2020, and planned service between July 26, 2020, and September 30, 2020 in accordance with Section L.2 of this RFP.

The Government may award some or all items without discussions. The Contracting Officer reserves the right to issue or not issue award(s) for any line item(s) if it is determined to be in the best interest of the Government to do so. All awards must be deemed fair and reasonable by the Contracting Officer.

M.3 METHOD OF EVALUATION/AWARD FOR GROUP 1

The CPP Team will evaluate the offers submitted in accordance with the evaluation criteria as set forth in this solicitation.

The Contracting Officer may consult with a Special Board (SB) comprised of personnel working in the area of travel and transportation from GSA, other civilian agencies and the DoD. The SB will be responsible for evaluating technical and price proposals for select Group 1 line items and providing the Contracting Officer with award and negotiation recommendations. However, the Contracting Officer is not bound by the findings, scoring, and/or recommendations of the SB.

Evaluation Criteria

Technical proposals will be evaluated based on the following two (2) factors:

1. Factor 1 - Meet Minimum Requirements; and

2. Factor 2 - Quality of Service.

Factor 1, Meet Minimum Requirements: Will be evaluated on a go/no go basis on the minimum requirements stated in §C.3 that includes Attachment 4 of the Schedule of Items.

Under Factor 1, in calculating whether the minimum requirements are met and in calculating the average elapsed flight time under Factor 2, subfactor 2, nonstop flights count as 2 flights in domestic connecting line items. However, for purposes of Factor 2, subfactors 1 and 3, one (1) nonstop flight shall always count as one (1) flight (as shall each direct and connecting flight).

Under Factor 1, flights departing on or after 12:00 AM and 4:59 AM or earlier do not count towards meeting the minimum on domestic routes, except for flights departing from Alaska and Hawaii, and international flights when all time bands count. However, under Factor 2, subfactors 2 and 3, flights departing on or after 12:00 AM and 4:59 AM or earlier will be counted.

Flights not meeting the other minimum service requirements specified in this solicitation will not be counted. For example:

1. In a nonstop minimum line item, connecting flights will not be counted.

2. In domestic connecting line items, flights with connecting times exceeding 120 minutes will not be counted. In extended connection line items listed in Attachment 4, flights with total connecting times (origin/destination) exceeding 300 minutes and two (2) connecting points will not be counted.

3. In international line items, flights with connecting times exceeding 180 minutes, and international flights to destinations in Canada and Mexico exceeding 150 minutes, will not be counted. In extended connection line items listed in Attachment 4, flights with total connecting times (origin/destination) exceeding 420 minutes and two (2) connecting points will not be counted.

Factor 2, Quality of Service, contains the following three (3) subfactors:

Subfactor 1 - Timeband/Service Distribution

Subfactor 2 - Average Elapsed Flight Time

Subfactor 3 - Number/Type of Flights

Points will be automatically assigned for each line item in Group 1 for subfactors 1, 2, and 3 based on the following point schematic:

Subfactor 1: Timeband/Service Distribution

Points are allocated based on the timeband and service distribution for offered flights in a solicited line item. All flights inbound and outbound will be counted until the maximum point threshold described below is met. For domestic line items, more points will be allocated to flights in more desirable timebands.

FLIGHTS ABOVE THE MAXIMUM POINT THRESHOLD FOR INBOUND AND OUTBOUND FLIGHTS WILL NOT BE COUNTED UNDER THIS SUBFACTOR.

DOMESTIC ROUTES (LINE ITEMS): (1) Nonstop Service:

(a) For line items where nonstop is the minimum service required, direct or connecting points will not be calculated.

(b) An offeror with non-stop flights in every timeband will receive a more favorable evaluation than an offeror with direct or connecting flights in every timeband.

(c) For Passenger Level A-D Line Items, the maximum nonstop points under this subfactor is 100 (50 outbound points and 50 inbound points).

(d) For Passenger Level E-F Line Items, the maximum nonstop points under this subfactor is 40 (20 outbound points and 20 inbound points)

Nonstop– All **east to west** flights and all **west to east** flights

Flights Departing	Points
5:00AM-9:30AM	5
9:31AM-2:59PM	2
3:00PM-7:00PM	5
7:01PM-11:59PM	2
12:00AM-4:59AM	0

(2) Direct or Connecting Service:

(a) For line items where direct or connecting service is the minimum service required, nonstop service will also be counted. Points will be allocated for both the nonstop and direct or connecting service until the offeror has reached the maximum point threshold for nonstop and direct or connecting service.

(b) For Passenger Level A-D Line Items, the maximum point threshold for nonstop service is 100 (50 points outbound and 50 points inbound). The maximum point threshold for direct or connecting service is 60 points (30 points outbound and 30 points inbound). The total maximum points allocated to an offeror in a minimum direct or connecting service line item is 160 points (100 points for nonstop service and 60 points for direct or connecting service).

(c) For Passenger Level E-F Line Items, the maximum point threshold for nonstop service is 40 (20 points outbound and 20 points inbound). The maximum point threshold for direct or connecting service is 20 points (10 points outbound and 10 points inbound). The total maximum points allocated to an offeror in a minimum direct or connecting service line item is 60 points (40 points for nonstop service and 20 points for direct or connecting service)

(d) Points will be allocated as follows:

Direct or Connecting – All **east to west** flights and all **west to east** flights

Flights Departing	**Points**
5:00AM-9:30AM	2
9:31AM-2:59PM	1
3:00PM-7:00PM	2
7:01PM-11:59PM	1
12:00AM-4:59AM	0

(3) Sample Nonstop Distribution Profile:

* OB = Outbound; IB = Inbound; N = Nonstop; D/C = Direct/Connecting

Below is an example of how points would be allocated for an offer in a domestic line item with a passenger level of A-D with a minimum nonstop service requirement:

Timeband	OB N Flights	Total OB Points	IB N Flights	Total IB Points	Total IB & OB Points
5:00AM-9:30AM	5	**25 pts**	4	**20 pts**	**45 pts**
9:31AM-2:59PM	1	**2 pts**	3	**6 pts**	**8 pts**
3:00PM-7:00PM	4	**20 pts**	5	**25 pts**	**45 pts**
7:01PM-11:59PM	2	**4 pts**	1	**2 pts**	**6 pts**
12:00AM-4:59AM	0	**0 pts**	1	**0 pts**	**0 pts**
		51 pts		**53 pts**	**103 pts**

Based on the maximum point thresholds established under this subfactor for A-D line items, the offeror would be allocated the following points:

Nonstop Points: **100 (50 pts outbound + 50 pts inbound)**
Total Allocated Points: **100**

(4) Sample Direct or Connecting Distribution Profile:

* OB = Outbound; IB = Inbound; N = Nonstop; D/C = Direct/Connecting

Below is an example of how points would be allocated for an offer in a domestic line item with a passenger level of E-F with a minimum connecting service requirement:

Timeband	OB N Flights	Total OB N Points	IB N Flights	Total IB N Points	OB D/C Flights	Total OB D/C Points	IB D/C Flights	Total IB D/C Points
5:00AM-9:30AM	3	**15 pts**	0	**0 pts**	6	**12 pts**	3	**6 pts**
9:31AM-2:59PM	1	**2 pts**	1	**2 pts**	3	**3 pts**	4	**4 pts**
3:00PM-7:00PM	2	**10 pts**	1	**5 pts**	5	**10 pts**	2	**4 pts**
7:01PM-11:59PM	1	**2 pts**	1	**2 pts**	1	**1 pt**	2	**2 pts**
12:00AM-4:59AM	0	**0 pts**	0	**0 pts**	0	**0 pts**	1	**0 pts**
		29 pts		**9 pts**		**26 pts**		**16 pts**

Based on the maximum point thresholds established under this subfactor for E&F line items, the offeror would be allocated the following points:
Nonstop Points: **29 (20 pts outbound + 9 pts inbound)**
Direct/Connecting Points: **20 (10 pts outbound + 10 points inbound)**
Total Allocated Points: **49**

A. INTERNATIONAL AND INTERNATIONAL BUSINESS CLASS LINE ITEMS

(a) For international and international business class line items, flights in every timeband will be evaluated equally. Points will be allocated for both nonstop and direct or connecting service until the offeror has reached the maximum point threshold.

For Passenger Levels A-D, the maximum point threshold for nonstop service is 100 (50 points outbound and 50 points inbound). The maximum point threshold for direct or connecting service is 60 points (30 points outbound and 30 points inbound). Points will be allocated for both outbound and inbound flights based on the chart below. Flights above the maximum point threshold will not be counted.

For Passenger Levels E-F, the maximum point threshold for nonstop service is 40 (20 points inbound and 20 points outbound). The maximum point threshold for direct or connecting service is 20 (10 points inbound and 10 points outbound). Points will be allocated for both outbound and inbound flights based on the chart below. Flights above the maximum point threshold will not be counted.

(b) For line items where nonstop is the minimum service required, direct or connecting points will not be calculated. For line items where direct or connecting service is the minimum service required, nonstop service will also be counted.

Type of Flight	**Points**
Nonstop	5
Direct/Connecting	2

B. FIFTH FREEDOM OF THE AIR LINE ITEMS

(a) For fifth freedom of the air line items, flights in every timeband will be evaluated equally. Points will be allocated for nonstop service until the offeror has reached the maximum point threshold. The maximum point threshold for nonstop service is 100 (50 points outbound and 50 points inbound). Points will be allocated for both outbound and inbound flights based on the chart below. Flights above the maximum point threshold will not be counted.

Type of Flight	**Points**
Nonstop	5

Subfactor 2: Average Elapsed Flight Time

The average elapsed flight time is to be calculated as follows: The minimum number of required flights shall be used. The average of the shortest flights meeting the minimum in each direction will be used. For example, in a line item requiring four (4) flights, the average of the four (4) shortest inbound and the four (4) shortest outbound flights will be used. If a carrier meets the minimum with fewer flights (e.g., two (2) nonstop flights in a minimum four (4) connecting flight line item), the average of the two (2) nonstop inbound plus the two (2) nonstop outbound flights will be used to calculate the average elapsed flight time.

Points will be assigned based on the number of flights required for the city pair as follows:

Line Item Type (Minimum Number of Flights)	Shortest Average Elapsed Flight Time (SAEFT) In the Line Item	Within 30 mins of SAEFT	31 - 45 mins greater than SAEFT	46 - 60 mins greater than SAEFT	61 - 75 mins greater than SAEFT	76 - 90 mins greater than SAEFT	More than 90 mins greater than SAEFT
Domestic (6)	24	24	18	12	6	3	0
Domestic (5)	20	20	15	10	5	2	0
Domestic (4)	17	17	12	8	4	2	0

Domestic (3)	12	12	9	6	3	1	0
Domestic (1 or 2)	10	10	7	5	2	1	0
All International (including international business class line items)	10	10	7	5	3	2	0
Fifth Freedom of the Air	10	10	7	5	3	2	0

In evaluating connecting or direct service against connecting or direct service, or nonstop against nonstop, flights with a difference in the average elapsed flight time of up to 30 minutes will be considered equal. Because of minimum ground time requirements, in evaluating nonstop service against connecting or direct service, the first 30 minutes of the difference in the average elapsed flight time will be evaluated. In passenger level A-D line items an additional 20 points will be added for any carrier with any nonstop service when compared to a carrier with connecting or direct service. In passenger level E-F line items an additional 5 points will be added for any carrier with any nonstop service when compared to a carrier with connecting or direct service.

Subfactor 3: Number/Type of Flights

Points are scored both outbound and inbound and will be calculated based on the chart below.

All flights meeting the minimum requirements will be counted under this subfactor. Offerors will receive credit for the highest score possible based on a maximum of 12 outbound and 12 inbound flights per day. For connecting service, only service through valid connect points will be considered.

For Extended Connection Line Items listed in Attachment 4, connect and direct flights will receive the same point value.

	Nonstop	**Direct**	**Connecting**
Each	2.0	1.25	1.0
Maximum Points	24	15.0	12.0
For Extended Connection Line Items in Attachment 4:			
Each	2.0	1.0	1.0
Maximum Points	24.0	12.0	12.0

M.4 METHOD OF EVALUATION/AWARD FOR GROUP 2 AND GROUP 3

Award in Groups 2 and 3 will be made on a line-item-by-line-item basis to the technically acceptable offeror (meets Factor 1) offering the lowest fare to the Government. The Government reserves the right to conduct discussions. All lowest price and technically acceptable awards must also be determined fair and reasonable. The SB may be called upon to review certain Groups 2 and/or 3 line items, if the Contracting Officer determines assistance is required for such a determination. However, the Contracting Officer is not bound by the findings, scoring, and/or recommendations of the SB. The Government may reject any or all offers if such action is in the public interest. Tie bids will be decided by random lot.

In domestic connecting line items, flights with connecting times exceeding 120 minutes will not be counted. In extended connection line items listed in Attachment 5, flights with total connecting times (origin/destination) exceeding 300 minutes and two (2) connecting points will not be counted.

In international line items, flights with connecting times exceeding 180 minutes, and international flights to destinations in Canada and Mexico exceeding 150 minutes, will not be counted. In extended connection line items listed in Attachment 5, flights with total connecting times (origin/destination) exceeding 420 minutes and two (2) connecting points will not be counted.

For Extended Connection Line Items listed in Attachment 5, connect and direct flights will receive the same point value.

M.5 PRICE EVALUATION FOR GROUP 1

In **domestic, international, and fifth freedom of the air Group 1 line items**, the YCA and _CA fares will be solicited; therefore, the composite fare will be the evaluated price. If no _CA fare is offered, then the YCA fare is the evaluated price.

a. In **domestic line items** where both a YCA fare and _CA fare are offered, the price for the line item will be calculated based on the composite fare computed in accordance with the following formula:

   Composite Fare = (.40 * YCA Fare) + (.60 * _CA Fare)

b. In **international and fifth freedom of the air line items**, where both a YCA fare and _CA fare are offered, the price for the line item will be calculated based on the composite fare computed in accordance with the following formula:

   Composite Fare = (.40 * YCA Fare) + (.60 * _CA Fare)

In **international business class Group 1 line items**, the YCA, _CA, and _CB fares will be solicited; therefore the composite fare will be the evaluated price. If no _CA fare is offered, then the YCA and _CB fares are the evaluated price. **Offerors must submit a _CB fare for international business class line items to be considered for award.**

a. In the **international business class line items**, where a YCA fare, _CA fare, and _CB fare are offered, the price for the line item will be calculated based on the composite fare computed in accordance with the following formula:

Composite Fare = (.34 * YCA Fare) + (.51 * _CA Fare) + (.15 * _CB Fare)

b. In the **international business class line items**, where a YCA fare and _CB fare are offered, the price for the line item will be calculated based on the composite fare computed in accordance with the following formula:

Composite Fare = (.85 * YCA Fare) + (.15 * _CB Fare)

All composite fares are rounded off to the nearest whole dollar amount. The composite fare is used for evaluation purposes only. The Government reserves the right to use all pricing information in its evaluation.

For all line items, excluding international business class line items, business class fares (_CB) are not part of the award decision for coach service. After the award decision based on offered coach fare(s) has been made, business class fares offered by the proposed awardee will be evaluated for price reasonableness only.

GROUP 1 PRICE/TECHNICAL TRADEOFF

For Group 1 line items, the price/technical tradeoff process will be used. As stipulated in FAR 15.101-1(c), "this process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced proposal. The perceived benefits of the higher priced proposal shall merit the additional cost".

For Group 1 passenger level A-D line items, technical and non-price related factors are more important than price. Award will be made to other than the low priced offeror where the technical superiority of that offer outweighs the price differential from the lower priced offers and where the price has been deemed fair and reasonable. As proposals become more equal in technical merit, price becomes more important. For Group 1 passenger level E-F line items, technical and non-price related factors are approximately equal to price. As proposals become more equal in technical merit, price may become the ultimate determining factor for award.

Following the technical evaluation and the price evaluation, a price/technical tradeoff will be conducted in which the value of the service offered will be measured against the price and the following price-related considerations, in descending order and relative importance:

1. Nonstop service

   (a) Costs associated with one (1) level of service compared to another will be considered; e.g., the possibility of cost savings resulting from the decreased risk of delayed or cancelled flights on nonstop service.

(b) Due to the complexity of international travel, the additional value of nonstop service in international line items will be considerably higher than in domestic line items.

(c) The possibility for completion of travel in one (1) day and the possibility of maximizing the travelers' workday will be considered; e.g., possible cost savings from lodging, meals, and incidental expenses (M&IE) (based on average current lodging and M&IE rates for the two (2) locations specified in the line item). The likelihood of completion of travel in one (1) day decreases as average elapsed flight time increases. The possible opportunities for cost savings increase with larger differences in available numbers of flights.

2. Additional flights

The value for additional flights will be evaluated as follows:

Additional nonstop flights carry more value than additional connecting/direct flights.

The value of additional flights increases as average elapsed flight time decreases. For example, additional flights for an airport pair with an average elapsed flight time of 50 minutes is considerably greater than additional flights for an airport pair with an average elapsed flight time of 240 minutes.

The value of additional flights decreases as the total number of flights available increases. For example, the additional value for a third nonstop flight over a second is greater than the additional value of a seventh nonstop flight over a sixth.

The value of additional flights increases as the number of passengers for the line item increases. For example, 6 flights per day in a B line item are more valuable than 6 flights per day in an F line item.

3. Average elapsed flight time

The average elapsed flight time will be examined to consider the value of the traveler's time en route. When examining nonstop service against nonstop service, or direct/connecting service against direct/connecting service, flight differences of up to 30 minutes are considered equal (to account for routine schedule changes, etc.). For example, if the shortest average elapsed flight time for a connecting flight is 181 minutes and another is 221 minutes, the evaluated difference is 10 minutes (Factor 2, Subfactor 2). Each offeror's time will be measured against the offeror with the shortest average elapsed flight time in the line item.

When evaluating nonstop service against direct/connecting service, the actual difference in the average elapsed flight time will be considered. For example, if one (1) nonstop flight is 181 minutes and one (1) connecting flight is 221 minutes, the evaluated difference is 40 minutes (Factor 2, Subfactor 2). Each offeror's time will be measured against the offeror with the shortest average elapsed flight time in the line item.

4. Capacity volume in Group 1 and high volume line items

In high passenger volume line items within Group 1, additional value may be given based on the capacity available (number of seats, cargo capacity, Full Jet vs. Propeller/Turboprop/Regional Jet, etc.). Additional value will be given to service on full jet aircraft where there are full jet and propeller/turboprop/regional jet (RJ) service differences (*e.g.*, one carrier offers all full jet and another carrier offers service on propeller aircraft). As the number of flights and flight times become closer, the relative importance of capacity volume increases.

5. Baggage Fee Consideration

When evaluating a contract carrier that imposes a first (1st) checked baggage fee against a carrier that does not impose a first (1st) checked baggage fee, additional value shall be given to the carrier that does not impose a first (1st) checked baggage fee if the proposed composite fare is within 2% (rounded to the nearest whole dollar[8]) of the lower priced composite fare. If an offeror indicates that it will not impose a first (1st) checked baggage fee, and that offeror is awarded a line item with that designation, the contract carrier must maintain that it will not impose a first (1st) checked baggage fee for the awarded line item throughout the entire performance period of the contract, including any option periods. If the awarded contract carrier does not maintain the waived first (1st) checked baggage fee during the performance period of the contract, the contract carrier shall provide the Government with written notice a minimum of ten (10) calendar days prior to imposing a baggage fee to the awarded line item(s). In such situations, the Government reserves the right to re-evaluate all offers and re-award the line item.

M.6 PRICE EVALUATION FOR GROUP 2 AND GROUP 3

In domestic and international Group 2 and 3 line items, the YCA and _CA fares will be solicited; therefore, the composite fare will be the evaluated price. If no _CA fare is offered, then the YCA fare is the evaluated price.

In **domestic line items** where both a YCA fare and _CA fare are offered, the price for the line item will be calculated based on the composite fare computed in accordance with the following formula:

Composite Fare = (.40 * YCA Fare) + (.60 * _CA Fare)

[8] If after calculating the 2% difference a composite fare has a difference of $0.49 or less, the fare will be rounded down to the nearest whole dollar (Example: $125.35 would be rounded to $125.00).

If after calculating the 2% difference a composite fare has a difference of $0.50 or above, the fare will be rounded up to the nearest whole dollar (Example: $125.55 will be rounded up to $126.00).

In **international line items**, where both a YCA fare and _CA fare are offered the price for the line item will be calculated based on the composite fare computed in accordance with the following formula:

Composite Fare = (.40 * YCA Fare) + (.60 * _CA Fare)

All composite fares are rounded off to the nearest whole dollar amount. The composite fare is used for evaluation purposes only. The Government reserves the right to use all pricing information in its evaluation.

All lowest price and technically acceptable awards must also be fair and reasonable. The Government may reject any or all offers if such action is in the public interest.

After the award decision has been made based on offered coach fare(s), business class fares offered by the proposed awardee will be evaluated for price reasonableness only. Business fares are not part of the award decision for coach service.

(END OF SECTION M)

ADDENDUM 1

REQUEST FOR PROPOSAL (RFP)
AIRLINE CITY PAIR PROGRAM
47QMCB20R0001

In accordance with Section L.4, FAR 52.212-1(c) Instructions to Offerors – Commercial Items (OCT 2018), the period for acceptance of offers is hereby changed as follows:

FROM:
Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

TO:
Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm from the date specified for receipt of offers to the end of the contract period or any option periods exercised.

ADDENDUM 2

REQUEST FOR PROPOSAL (RFP)
AIRLINE CITY PAIR PROGRAM
47QMCB20R0001

In accordance with FAR 12.302 Tailoring of Provisions and Clauses for the Acquisition of Commercial Items, the following sub-paragraphs of FAR 52.212-4 Contract Terms and Conditions—Commercial Items (OCT 2018) are hereby stricken from the solicitation as they are not applicable to the procurement of scheduled air passenger transportation services under the City Pair Program:

(n) *Title*.

(o) *Warranty*.

(p) *Limitation of liability*.

In addition, subparagraph (b) Options of FAR 52.212-2 Evaluation – Commercial Items (OCT 2014) is hereby stricken as it is not applicable to the procurement of scheduled air passenger transportation services under the City Pair Program. The fixed-price fare(s) proposed by offerors covers the base period and any option period exercised; therefore, separate pricing for option periods are not evaluated.