E-Gov Travel

E-Gov Travel Service

Ordering Guide

Version 2.5

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For additional copies of this guide, or to submit any comments or suggestions regarding the format or content of this guide, please send an email to onthego@gsa.gov ATTN: ETS Contracting Officer. You may also access an electronic version of this guide on the E-Gov Travel website at http://www.gsa.gov/egovtravel.

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Acronyms Used in This Guide

CAO – Chief Administrative Officer
CFO – Chief Financial Officer
CFR – Code of Federal Regulations
CICA – Competition in Contracting Act
CLIN – Contract Line Item Number
COR – Contracting Officer's Representative
CSR – Customer Service Representative
CWGT – CW Government Travel
DoD – Department of Defense
DTS – Defense Travel System
EDS – Electronic Data Systems
ETS – E-Gov Travel Service
FAR – Federal Acquisition Regulation
FFP – Firm-Fixed Price
FOC – Full Operational Capability
FSS – Federal Supply Schedule
FTR- Federal Travel Regulation
GSA – General Services Administration
IDIQ – Indefinite Delivery / Indefinite Quantity
IOC – Initial Operational Capability
IV&V – Independent Verification and Validation
NGMS – Northrop Grumman Mission Systems
NMT – Not More Than
OCI – Organizational Conflict of Interest
OMB – Office of Management and Budget
PE – Procurement Executive
PMO – Program Management Office
PoP – Period of Performance
PBSC – Performance-Based Service Contract
PBWS – Performance-Based Work Statement
QASP – Quality Assurance Surveillance Plan
RFP – Request for Proposals
SLA – Service Level Agreement
SOO – Statement of Objectives
TDY – Temporary Duty Travel
TMC - Travel Management Center
TSS – Travel Services Solutions
USC – United States Code

1. INTRODUCTION

Welcome to the E-Gov Travel Service

The E-Gov Travel Service (ETS) provides a common government-wide, web-based service that applies world-class travel management practices to consolidate federal travel, minimize travel costs, and produce superior customer satisfaction. In addition, ETS leverages state-of-the-art technologies to streamline travel processes and deliver a trusted, easy to use, integrated travel management service to the desktop of every government traveler.

NOTE: The Federal Travel Regulation (FTR) §301-73.100 *et seq.* requires the use of ETS, with specific exceptions, and establishes key dates and milestones for agency adoption. Agencies were required to have placed a task order with an ETS vendor and begin performance **by December 31, 2004,** and to have **completed agency-wide migration** (i.e., all agency travel is processed through ETS) **by September 30, 2006**.

What ETS Can Do For Your Agency

- Reduce costs by streamlining and automating travel processes
- Provide the Federal employee access to comprehensive travel services anytime, anywhere
- Deliver improved customer service to Federal employees through a central point of contact for end-to-end travel services
- Reinforce FTR compliance
- Give priority to Government-preferred suppliers (air, lodging, rental car, etc.)
- Provide more comprehensive data for sound management decisions
- Streamline and simplify Federal travel policies and regulations

Who Can Place an Order Against the ETS Contracts?

The following agencies and activities may place orders against the ETS contracts for delivery within the United States, Washington, D.C. and overseas locations:

- All Federal Agencies as defined in 40 USC 102,
- Government contractors[1] authorized in writing by a Federal agency pursuant to 48 CFR 51.1,
- Mixed ownership Government corporations as defined in the Government Corporation Control Act,
- Other activities and organizations[2] authorized by statute or regulation to use the General Services Administration (GSA) as a source of supply. Questions regarding activities authorized to use these contracts should be directed to the ETS Contracting Officer.

PLEASE NOTE: Department of Defense (DoD) components may not place task orders against the ETS contracts prior to expiration of the current Defense Travel System (DTS) contract without the explicit written approval of the DTS PMO.

[1] Government contractors shall not have access to contract city pair fares.
[2] Ibid.

NOTE: Although a number of agencies and activities are eligible to place orders against the ETS contracts, ETS Vendors are only obligated to accept orders received from activities subject to the FTR (as defined in 41 CFR 301-1.1), with the exception of The Department of Defense and the Government of the District of Columbia. ETS Vendors are encouraged, but not obligated, to accept orders from other activities. In addition, please be aware that eligibility to use the ETS contracts does not change the provisions for eligibility/non-eligibility for government contract city-pair fares or other government discounted travel programs.

How to Use This Guide

Arrangement of Guide

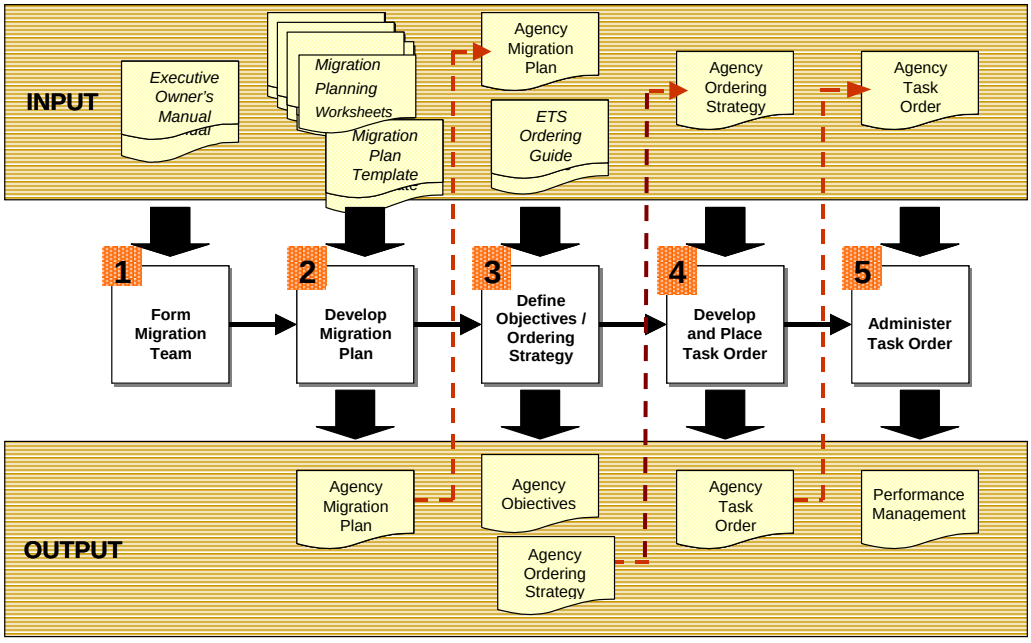
This guide has been created to assist ETS migration managers, migration teams, and agency ordering officers in developing and placing orders against the ETS Master Contracts. It contains sections on understanding the ETS contracts, defining agency objectives, and placing and administering task orders. Please take the time to review the entire manual and become familiar with its content. The table of contents and index will help locate specific information quickly. If for some reason you do not find the information you need in this guide, please contact the Federal Acquisition Service (FAS) at (703) 605-5616 or by email at onthego@gsa.gov ATTN: ETS Contracting Officer or you may contact your agency's E-Gov Travel Customer Service Representative (CSR). CSR contact information can be found on the E-Gov Travel website at http://www.gsa.gov/egovtravel or by sending an email to ets@gsa.gov.

NOTE: While this document provides specific guidance on placing orders against the ETS contracts, it is not comprehensive, nor does it replace existing procurement regulations. Please refer to the Master Contracts for additional information, any applicable Federal Acquisition Regulation (FAR) provisions and agency-specific ordering policies in conjunction with the guidelines in this document. In the event of a conflict between this guide and the Master Contracts, the Master Contracts shall prevail.

ETS Management Toolkit

The ETS Ordering Guide is part of a Management Toolkit provided by the E-Gov Travel PMO to assist agencies with their migration planning. In addition to this Ordering Guide, the Management Toolkit includes an Executive Owners Manual, Migration Planning Worksheets (for pricing and budgeting), and a Migration Planning Template. The following illustration describes the migration planning documents provided by the E-Gov Travel PMO and their relationships to the migration planning process.

MIGRATION PLANNING PROCESS



This guide focuses on steps 3 through 5 of the migration planning process. During these last 3 steps, the Migration Manager will work with his/her Contracting Officer to translate the agency's migration strategy into an ordering strategy and to place and administer the task order with the selected ETS Vendor.

2. UNDERSTANDING THE ETS CONTRACTS

Overview of the ETS Contracts

GSA, with the support and collaboration of over 23 federal agencies, awarded three Firm-Fixed-Price (FFP), Indefinite Delivery / Indefinite Quantity (IDIQ) contracts, each with up to a ten-year term, for the provision of web-based, end-to-end travel management services to the Federal Government.

The integrated and collaborative participation of these 23 federal agencies served to ensure that the vast majority of government-wide travel management needs were met. The 23 federal agencies were intimately involved with the acquisition strategy and planning, development of government-wide travel management requirements and objectives, and the evaluation and selection of the awarded ETS solutions.

Because it is a multiple-award, IDIQ contract, ETS falls under the ordering provisions of FAR Subpart 16.5 "Indefinite-Delivery Contracts". Under these guidelines, formal proposals and extensive technical and price evaluations and discussions are not required in order to place a task order. However, agencies are required to provide fair opportunity to all vendors. Fair opportunity can be accomplished through agency review of vendor information available on the web, ETS marketing publications, or contact with Master Contract vendors. The ETS PMO strongly recommends that at a minimum, vendor interviews and ETS demonstrations (if required) be conducted to ensure clear understanding of vendor solutions, determine appropriate implementation service levels, and negotiate price reductions for Contract Line Item Numbers (CLINs) other than the Reservation and Fulfillment and Authorization and Voucher CLINs. The task order issuance process described in this section is FAR compliant for IDIQ contracts.

ETS Vendors

Following are the ETS vendors and details on where to obtain additional information for each:

ETS Vendor	For more information:
C W Government Travel, Inc. (CWGT)	Project Manager: Robert McCauley (703) 682-7350 bob.mccauley@cwtsatotravel.com Contract Administrator: Marc Stec (703) 518-4350 mstec@cwtsatotravel.com
HP Enterprise Services, LLC (HP)	Project Manager: Judy McCLease (703) 742-1607 judy.mcclease@eds.com Contract Administrator: Tabitha Mendoza (703) 742-1247 Tabitha.Mendoza@hp.com
Northrop Grumman Mission Systems (NGMS)	Project Manager: Dan Gildea (703) 803-5752 daniel.gildea@ngc.com Contract Administrator: Nancy Robinson-Witt (703) 968-1169 Nancy.robinsonwitt@ngc.com

Services Available

Following is an overview of some of the primary services offered under the ETS contracts. For full descriptions of all of the services available under ETS, please refer to the ETS Master Contracts on the E-Gov Travel website at http://gsa.gov/egovtravel.

- Travel planning and cost estimating – ETS provides both self-service and non-self-service travel planning, reservation, and cost estimating capabilities. These services provide access to Government rates for services such as airline flights, hotel rooms and rental cars.

- Travel authorization – ETS provides the capability to create a Federal Travel Authorization for temporary duty (TDY) travel. The Authorization document includes detailed itinerary and costing information, and calculates estimated authorized per diem in accordance with FTR 301-11.

- Booking of reservations – Both the self-service and non-self-service reservations capabilities guide compliance to the appropriate federal and agency travel policies, and are capable of creating a reservation.

- Fulfillment services – ETS offers comprehensive reservation and fulfillment services through both online and agent-assisted channels in addition to accommodating the services of non-ETS Travel Management Centers (TMCs) that are under direct contract to Federal Agencies.

- Filing, processing, and approval of official travel claims – ETS supports the creation and electronic routing of travel vouchers to claim reimbursable expenses for official travel.

- Travel Reimbursement Data – ETS provides a standard data output which can be used to connect agency financial systems to reimburse travelers and make direct payment to individually billed and centrally billed accounts.

- Reporting, data exchange, etc. – ETS provides standard reports to include all the reports listed in the FTR Section 300-70 and Chapter 304. Additionally, the ETS provides the capability for ad-hoc and stored queries for all travel data elements within the ETS.

Accommodation Of Agency TMCs

The ETS contracts were designed to ensure that the vast majority of travel management needs for Federal Agencies could be met within a single, consolidated environment. Accordingly, each ETS vendor solution offers comprehensive reservation and fulfillment services through both online and agent-assisted channels. The current contract structures should satisfy most Agency travel management requirements. Agencies that currently have contract commitments with TMCs outside of ETS may transition from their current TMC to ETS non-self service reservations and fulfillment as their contract commitments expire.

Agencies with exceptional needs (e.g., unique business, location, or security requirements) or those agencies that elect to procure TMC services directly may wish to use non-ETS TMCs for agent-assisted services. A list of non-ETS TMCs that complement the ETS is available at www.gsa.gov/travel under the Travel Services Solutions Schedule. Accordingly, all ETS vendors are required to accommodate the services of TMCs under direct contract to Federal Agencies.

Agencies should become familiar with the services provided by their non-ETS TMC to determine what services are being provided and which ETS line items correspond to those services before

placing their ETS order. Agencies that use non-ETS TMCs must adhere to FTR requirements and need to use ETS for the remainder of their travel management functions.

First Task Order - Required CLINs

For agencies issuing new task orders during any of the Option Periods, Reservation and Fulfillment Services (CLINs 0020, 0040, and 0060) must be ordered along with Authorization and Voucher Services (CLINs 0021, 0041, and 0061) and Standard Implementation Services (CLINs 0023, 0043, and 0063) as part of an agency's first task order. A typical initial task order for most agencies fully utilizing ETS but not requiring supplemental services put in place during the Option Period One will include CLINs 0020AA through 0020AE for reservation and fulfillment services, 0021AA and 0021AB for vouchering services, and 0023 for implementation services. A typical task order for an agency not requiring any supplemental services but utilizing ETS for reservation and voucher capability while receiving fulfillment services outside of the ETS will include CLINs 0020AF and 0020AG for reservation services, 0021AA and 0021AB for vouchering services, and 0023 for implementation services for the first period of performance. Please refer to "Accommodation of Agency TMCs" in the "Ordering Procedures" section for additional information on ordering when using non-ETS TMCs.

NOTE: CLINS 0002AA through 0002AE *et. seq.* (0020AA through 0020AE; 0040AA through 0040AE; and 0060AA through 0060AE) are applicable when an embedded TMC is used. CLINS 0002AF and 0002AG *et. seq.* (0020AF and 0020AG; 0040AF and 0040 AG, and 0060AF and 0060AG) are applicable when an accommodated TMC is used. The contractor can bill for CLIN 0020AF *et. seq.* only when a ticket is issued and 0020AG *et seq.* only when check-in occurs for lodging or the car rental is picked up. If the traveler engages the accommodated TMC to complete the reservations and/or travel arrangements, the transaction is considered non-self service, subject to the fee under the accommodated TMC TSS contract, and the ETS fees are not chargeable.

Price Reductions

Agencies are strongly encouraged to seek price reductions for Standard Implementation Services (CLINs 0023, 0043, and 0063). However, price reductions are not authorized at the task order level on the CLINs for ETS Reservation and Fulfillment Services (CLINs 0020, 0040, and 0060) or ETS Authorization and Voucher Services (CLINs 0021, 0041, and 0061). Any price reductions on these CLINs will be carried out at the Master Contract level only. Any modification to the Master Contracts with respect to a price reduction or a price increase under these CLINS shall automatically be effective on all current and subsequent task orders with the effective date of the modification to the Master Contracts. Agencies need not modify their respective task orders to effect these price changes at the Master Contract level because the ETS vendors will apply the new rates automatically to the customer agencies.

Task Order Period of Performance

The Period of Performance (PoP) for the task order <u>must</u> align with Master Contract period of performance (i.e., the task order period must equal the period of performance for each CLIN or the remainder thereof, whichever is shorter). The ETS Master Contract base period was 36 months, beginning November 12, 2003 and ended November 11, 2006. The current option period one runs two years from November 12, 2008 through November 11, 2010. Therefore, if an agency issued a task order on March 15, 2008, the period of performance for the initial period of that agency's task order would be March 15, 2008 through November 11, 2010. Agency task

orders may contain options to renew the initial task order contingent upon the Master Contract ordering period being extended if GSA exercises that option; however, the task order shall not exceed the period of the Master Contract. In addition to the GSA Contracting Officer exercising options under the Master Contracts, individual agencies need to follow their respective agency procedures for issuing notification to the contractors of intent to exercise a task order option and in exercising the task order options. Please see Attachment A for the Master Contracts period of performance for the base period and all options.

For agencies dependent upon yearly appropriations, it is appropriate for their order to contain an agency approved clause for the limitation "subject to availability of funds." Agencies can also include clauses in their respective task orders for incremental funding.

Roles and Responsibilities

The success of ETS requires a collaborative effort on the part of GSA, federal agencies and the ETS vendors. Following is a description of some of the key leadership roles in the ETS migration effort:

- E-Gov Travel PMO – The GSA E-Gov Travel PMO will play an active role in assisting agency migration to the ETS. The PMO has assembled a Migration Toolkit and established Customer Service Representatives to support agencies in planning for and executing their ETS migration.

- ETS Contracting Officer – The ETS Contracting Officer will administer the master ETS contracts, monitor overall vendor performance against the Master Contracts, including Master Contract-level performance metrics and incentives, and assist agencies in placing ETS task orders.

- Agency Executive Sponsor – The Executive Sponsor is the champion for E-Gov Travel within their agency. He/she will identify the resources on the agency Migration Team and guide the agency migration strategy and migration plan. The Executive Sponsor will play an integral role in reviewing the ETS vendor offerings and establishing the evaluation criteria for selecting the ETS vendor offering the solution that best fits the agency's needs.

- Agency Migration Manager – The Migration Manager leads the functional execution of the Migration Plan and manages the Agency Migration Team. The Migration Manager will manage and track the progress of the agency plans, ensuring each step in the process is aligned with the agency ETS migration strategy.

- Agency Contracting Officer – The Agency Contracting Officer will assist the Migration Manager in translating agency objectives into an appropriate ordering strategy, place and administer task orders, and assist in monitoring vendor performance against the task order, and managing any agency-level incentives that have been put in place.

- Vendors – ETS vendors shall provide the E-Gov Travel service in a full web-based environment. Vendors shall support agency evaluation and decision making processes by providing detailed information regarding their offerings and respond to fair opportunity requests and submit proposals and quotes in response to agency Requests for Proposals (RFPs)/Requests for Quotation (RFQ).

Task Order Assistance and Pooling

GSA's E-Gov Travel PMO offers all agencies task order development assistance, upon request, at no additional cost to the agency/organization. Additionally, GSA will facilitate any pooling effort desired for task orders.

- Order Facilitation – For agencies that want to pool their task orders together without GSA or contractor assistance, the E-Gov Travel PMO will make available an electronic bulletin board that lists agencies interested in pooling along with points of contact and telephone numbers. Agencies may arrange their own pooling efforts in this manner. The GSA E-Gov Travel PMO may also make available agency awarded task orders for agencies to review and obtain ideas. It is important for agencies to submit their task requests electronically to facilitate this process.

3. GETTING STARTED

Defining Agency Objectives

The E-Gov Travel Service and ETS contracts are the result of a disciplined and collaborative effort to develop a comprehensive Statement of Objectives (SOO) and acquisition strategy that considered and addressed the travel management needs and inputs of a broad segment of Federal agencies. ETS provides a robust capability that meets the travel administration needs of the vast majority of Federal civilian agencies while simplifying and enhancing the travelers' experience.

The acquisition approach leverages the buying power of the Government and complies with Office of Management and Budget (OMB) and E-Gov policy to avoid redundant investments in meeting basic business needs across the Federal enterprise. The ETS acquisition approach embodies the "buy once/use many" and interoperability principles that are at the core of the new Federal Enterprise Architecture. All ETS solutions are subject to extensive Initial Operational Capability (IOC), Independent Verification and Validation (IV&V), and security testing prior to being granted Full Operational Capability (FOC) to assure agency customers that all vendors' solutions meet the functional, technical, compatibility, and security requirements for the ETS. Security review continues throughout the contract performance to ensure that the GSA Authority to Operate remains current. This testing provides Government executives with the level of assurance necessary to implement the ETS rapidly at their agencies with a high level of confidence while avoiding drawn out and duplicative pilot or test programs. This confidence permits agencies to focus immediately and effectively on their implementation goals, which should include the consolidation and streamlining of travel processes and policies across their enterprise. The ETS provides an unprecedented platform for achieving this transformation to world-class travel management.

Agency objectives for consolidating its travel processes and implementing ETS are captured in its E-Gov Travel Migration Plan, which defines the agency's migration strategy and timeline, training needs, and other factors that guide its ETS ordering strategy. The E-Gov Travel Migration Plan should be used in conjunction with the other tools in the E-Gov Travel Management Toolkit (e.g., Migration Planning Worksheets, etc.) to define the agency's ETS ordering needs. The Migration Plan includes documentation of an agency's existing environment, specific objectives and needs, and list of tasks and required resources to ensure a manageable ETS migration. The information contained in the Migration Plan will be essential for developing an ordering strategy that is

effectively aligned with the agency's migration strategy. The Migration Plan also provides the details that will help to define and develop the ordering strategy for the agency's ETS task order.

Developing an Ordering Strategy

After defining the agency's objectives, the Migration Manager should work with the agency Contracting Officer to develop an ordering strategy that supports the agency's ETS migration strategy. At a minimum, your ordering strategy should consider:

- Will the Agency Order at the Enterprise or Bureau Level? – Each agency's Chief Financial Officer (CFO), Chief Administrative Officer (CAO) and/or Procurement Executive (PE), or their designees, is responsible for determining how the agency will place its ETS order. Agency officials are encouraged to place an enterprise-level ETS task order for the entire department or agency to support agency-wide migration. This strategy is consistent with industry best practices and affords agencies the greatest opportunity to standardize business processes across the agency and provide a uniform set of services from the ETS vendor of their choice. This strategy will also allow the E-Gov Travel Executive Sponsor for the agency the means to maximize the savings ETS will bring to the agency. Alternately, agency officials may allow subordinate organizational elements of their agencies to place individual task orders. This strategy provides division or office flexibility to meet differing travel or security needs for those agencies that require it, but may also reduce organizational efficiencies and savings possible with the E-Gov Travel initiative.

- Fulfillment Model, Transaction Volume, and Service Needs – The E-Gov Travel Migration Plan and other toolkit components help the agency identify its planned fulfillment model (i.e., fulfillment via the ETS vendor or from a third party TMC), anticipated reservation/fulfillment and authorization/voucher volumes, as well as implementation and supplemental service needs. These parameters form the basis for the agency's ETS ordering strategy. The ETS contracts include line items to meet virtually all travel management needs, including tailored implementation schemes, unique security requirements, and supplemental training. In this sense, the ETS represents a virtual "one stop" travel management source for Federal agencies.

- Travel Management Service Priorities / Vendor Selection Criteria – Agencies must determine how they will select the appropriate ETS vendor. Depending on the order placement approach, this includes establishing and prioritizing award determinants or evaluation criteria and award methodology. In developing an E-Gov Travel Migration Plan, agencies will identify those travel management and vendor performance areas most critical to the achievement of the agency's goals. These areas should serve as the basis for vendor selection.

- Implementation Schedule – The Migration Plan should specify the agency's overall implementation schedule, including when migration should begin. This information will determine when the ETS task order Period of Performance will begin. The Migration Manager must work with their Contracting Officer to allow sufficient procurement lead time and ensure that the task order is in place to maintain the agency's migration schedule.

- Use of Incentives – Agencies should give due consideration to the use of task order level incentives that complement those of the Master Contracts and are directly related to the chosen ETS vendor's contribution to achieving the agency's stated travel management and business outcome goals. Share-in-savings or other FAR-compliant incentive schemes may be considered. Agencies are strongly encouraged to coordinate task order level incentives and

vendor performance management with the E-Gov Travel PMO in order to leverage information and government resources to the greatest possible degree.

Sample Agency-Level Incentives

Following are examples of potential incentives / disincentives that agencies may choose to incorporate at the task order level:

- $_____ increase to CLIN 0023 price for achieving agency implementation _____ days prior to negotiated schedule
- $_____ reduction to CLIN 0023 price for agency implementation completed after negotiated schedule
- Increase to appropriate CLINs for consistently decreased timeframes for completing travel transactions.
- Under CLIN 0020, Vendor receives 35% of the savings resulting from 50% or more of each type of transaction being performed on a self-service basis.

Calculation:

(*[Actual # of transactions]* **x .50 x** *[Self-Service Fee]* **)+ (***[Actual # of transactions]* **x .50 x** *[Non-Self-Service Fee]* **)–** *[Actual Pricing Results if self-service transactions exceed 50%]* **=** *[Saved Costs]*

(Saved costs) x .35 = (Vendor's share-in-savings Payment)

Example:

Assuming: 5,000 transactions with 60% performed on a self-service basis and self-service fee of $10 vs. $30 for non-self service fee

Calculation:

(5,000 x .50 x $10) + (5,000 x .50 x $30) - (5,000 x .60 x $10) + (5,000 x .40 x $30) x .35 = Vendor's Share in Savings Payment

($100,000) - ($90,000) x .35 = $3,500 Vendor Share in Savings

Address Contract Subcontracting Issues

As a result of FAR requirements, agencies may be required to provide additional justification to substantiate the consolidation of travel services if those services were previously performed by small business concerns. The justification process must be completed in accordance with the Agency's established procedures prior to issuance of the task order solicitation. Since this step may add an additional time to the task order acquisition process, please be sure to plan accordingly.

Identify and Manage Potential OCI Issues

When developing an ETS ordering strategy, agencies must be aware of any potential Organizational Conflict of Interest (OCI) issues that may arise as a result of support contractors or consultants working within the agency who are also on one of the ETS vendor teams. Agencies must identify, evaluate and resolve any OCI issues in accordance with FAR 9.5 and agency-specific policies and procedures. Additionally, agencies must take precautions to properly safeguard vendor proprietary information once the task order is awarded to ensure vendor sensitive information is not compromised.

4. ORDERING PROCEDURES

Determining Which CLINs To Order

Once agencies have completed their migration planning and understand their travel requirements and parameters, the next step is to determine which CLINs or combination of CLINs should be ordered to satisfy those requirements. Following is a listing by CLIN of the services available on the ETS contract. Please note that this table contains details at the CLIN-level only. Sub-CLIN details with pricing can be found in the "E-Gov Travel Service Pricing Guide" that can be found at www.gsa.gov/egovtravel under "Contract Management."

	Period of Performance				Type of Task Order	
	Base	Option 1	Option 2	Option 3	Menu Order	Tailored Order
Reservation and Fulfillment Services*	0002	0020	0040	0060	X	X
Authorization and Voucher Services*	0003	0021	0041	0061	X	X
Paper Ticket Issuance and Delivery	0004	0022	0042	0062	X	X
Standard Implementation Services	0006	0023	0043	0063	X	X
On-Site Reservation & Fulfillment Svcs.	0007	0024	0044	0064		X
Other (travel and Misc. Svcs.)	0008	0025	0045	0065	X	X
Supplemental Customer Support Svcs.	0009	0026	0046	0066		X
Supplemental Training Services	0010	0027	0047	0067		X
Supplemental Security Services	0011	0028	0048	0068		X
Custom Report Development	0012	0029	0049	0069		X
Non-Emergency After –Hours Travel Services			0051	0071		X
VIP TMC Services			0052	0072		X

* Discounts may be negotiated at the task order level on all CLINs other than the Reservation and Fulfillment Services and Authorization and Voucher Services CLINs, for which discounts must be negotiated at the Master Contract level only.

As part of their first task order, agencies must order Reservation and Fulfillment Services appropriate to their migration planning, Authorization and Voucher Services, and Standard Implementation Services. Reservation and Fulfillment Services (CLINs 0020, 0040, and 0060) are compartmented into several sub-CLINs to allow for agency flexibility in utilizing a non-ETS TMCs for fulfillment services. A description and listing of prices for all CLINs and associated sub-CLINs available for order via the ETS Master Contract can be found in the "E-Gov Travel Service Pricing Guide" at www.gsa.gov/egovtravel under "Contract Management."

Ordering ETS When Using an Agency TMC

Some agencies may currently have contract commitments with TMCs outside of ETS or may have exceptional needs (e.g., unique business, location, socio-economic goals or security requirements) and wish to use non-ETS TMCs for fulfillment services. When placing an ETS task order in these circumstances, the following actions must be taken:

- Establish a transition schedule defining how the Agency will migrate from a current TMC contract to ETS self-service and/or non-self-service reservation and fulfillment, respectively.

- Identify for inclusion into a task order any non-ETS TMC(s) that the Agency will use along with the applicable point of contact information. State as a condition of the task order that the ETS vendor will be required to accommodate the identified TMC(s) and specify the period over which the non-ETS TMC will be used. Coordinate collaboration between the TMC(s) and the ETS vendor selected to define the workflow between the TMC(s) and the ETS vendor. Guidance for Accommodated TMCs can be found in Appendix B.

- Agencies transitioning to ETS for self-service reservations but obtaining fulfillment services via TMCs external to ETS will order Sub-CLINs 0020AF and 0020AG, noting external TMC requirement in the task order.

For additional information and a list of vendors participating in GSA's Travel Services Solutions (TSS) schedule (Schedule 599), please visit www.gsa.gov/travel under the Travel Services Solutions Schedule or the GSA Schedules e-Library at http://www.gsaelibrary.gsa.gov.

Determining Selection Determinants and/or Evaluation Criteria

As part of the migration planning process, agencies should establish travel management service priorities and use those requirements to develop task order award determinants to be used in selecting the vendor, regardless of the ordering methodology to be used. (Examples may include the predominant types of travel conducted by the agency, user friendliness of the vendors' solutions, configurability and system administration of the ETS solutions, price, accommodation of an existing TMC, etc.)

Ordering Standard Implementation Services

The Standard Implementation Services CLINs are defined as multiple service levels, based upon the agency user population and the services associated with successfully transitioning and implementing that agency to ETS. The E-Gov Travel Service PMO has developed agency demographics and travel management surveys to facilitate discussion and agreement during vendor interviews on the appropriate implementation service level required for an agency. Each agency's CFO, CAO and/or PE, or designees of each, will be responsible for making the decision on how the agency will place a task order for his/her agency. The CFO, CAO and PE, or designees, may allow various organizational elements to place their task order directly with the contractor or may ask GSA's E-Gov Travel PMO to do so on their behalf. The agency CFO,CAO, PE or designee shall be responsible for ensuring that a level of implementation is ordered

appropriate to the size of the organizational element. The Master Contract prices represent price ceilings for these implementation service levels. Implementation ceiling prices were predicated on an estimated mix of training and consulting hours. These may be interchanged by mutual agreement between the vendor and the ordering agency, provided that the price ceilings of the Master Contract are not exceeded. Agencies are strongly encouraged to seek service enhancements and price discounts for the Standard Implementation Services CLIN.

Menu -Ordering or Tailored-Ordering: Selecting the Ordering Method

The ETS contracts offer two methods of placing orders: menu ordering, which may be used when an agency does not need any supplemental services, and tailored ordering, which must be used if an agency has requirements for the use of Supplemental Services, Custom Report Development, or On-Site Support Services in addition to any other CLIN described in the Master Contract. Tailored ordering requires use of a Request for Quotation (RFQ).

Menu Ordering offers agencies a streamlined method to enable quick and simple placement of task orders and eliminates the need for undergoing a time-consuming and paper-intensive solicitation and evaluation process. When using menu ordering procedures, agencies need only provide fair opportunity to all vendors, select the vendor that best meets their needs, place the order, and document how fair opportunity was provided and how the selected vendor meets the agency needs. Vendor interviews and/or demonstrations are permitted when using menu ordering.

It is recognized that agencies may have exceptional needs that may not be satisfied by the standard menu order CLINs. The ETS contracts include Tailored Task Order CLINs for Supplemental Services, Custom Reports Development, and On-Site Support Services to accommodate these needs. Because these CLINs are broad in scope, their use must be more sharply defined in the agency's task order, and therefore additional time and effort will be involved when an agency requires any of these CLINs. When using tailored ordering procedures, agencies must develop a SOO to define the agency objectives (to which vendors will respond with a work statement describing their approach to meet those objectives), establish evaluation criteria, issue a RFP to all qualified ETS vendors in order to provide fair opportunity, and receive and evaluate proposals.

Agencies should note, however, that a tailored task order provides the most flexibility. With the Menu Task Order methodology for placing the task order, it is only possible under extreme circumstances to obtain the supplemental services without providing fair opportunity. However, vendor interviews, demonstrations, and requests for quotation are permitted when using Menu Ordering procedures.

Prepare the SOO (If Using Tailored Ordering Procedures)

If an agency is using tailored ordering procedures, once objectives and ordering strategies have been determined, a SOO must be created. The SOO should provide a clear, concise description of the agency's overall objectives against which ETS Vendors may propose. Proposals should be focused on delivering the agency's desired business outcomes. It should be included with the RFP along with a request that Offerors provide a Performance-Based Work Statement (PBWS) with their proposal.

There is no standard format for a SOO; however, following are some suggested guidelines:

- Describe the work in terms of "what" is to be the required output, rather than "how" the work is to be accomplished.
- Use measurable performance standards.
- Use financial incentives to encourage innovative and cost-effective solutions.

Providing Fair Opportunity

When awarding based on menu ordering procedures, it is critical that agencies comply with fair opportunity requirements. When orders are placed against the ETS Master Contracts using procedures under FAR 16.505 (www.acqnet.gov/far), ordering offices need not seek further competition, synopsize the requirement, or make a separate determination of fair and reasonable pricing. However, agencies must ensure that all ETS vendors are afforded a fair opportunity to be considered for each order exceeding the micro-purchase threshold of $2,500 unless the order falls under one of the exceptions stated in FAR 16.505(b)(2). For a menu order, fair opportunity entails reviewing all qualified Master Contract vendors for potential award. This can be accomplished through agency review of available vendor information, including information available on the E-Gov Travel website, ETS marketing publications, or through vendor interviews and ETS demonstrations. For tailored orders, fair opportunity is accomplished by issuance of an RFP to all qualified Master Contract vendors.

In order to provide fair opportunity to all vendors, it is critical that agencies take the time to review all available solution offerings under the ETS contracts. To facilitate this process, the Master Contracts will be made available along with vendor demonstration videos and/or test results and additional information about the E-Gov Travel program.

Placing an Order

For orders above the micro-purchase threshold, orders may be placed in accordance with FAR 16.505 (www.acqnet.gov/far), taking into account applicable order limitations and other restrictions as stated in the *Information for Ordering Offices* at Appendix A. There is no limitation on the number of task orders that may be placed. The following table provides a step-by-step process for placing both menu and tailored orders.

Determine Which CLINs to Order	o Once an E-Gov Travel Migration Plan has been developed and agency needs have been determined, review the Master Contracts to determine which CLINs are required to meet agency needs. Please note that CLIN details and pricing may be updated periodically. In order to ensure you are using the most current list, please refer to the Pricing Guide posted in the E-Gov Travel website at http://www.gsa.gov/egovtravel under "Contract Management" or contact your agency's E-Gov Travel Customer Service Representative (CSR). CSR contact information can be found on the E-Gov Travel website or by sending an email to ets@gsa.gov.
Identify Vendor Selection Criteria	o Identify the travel management and vendor performance areas most critical to the achievement of the agency's goals. These areas will serve as the basis for vendor selection
Select Appropriate Implementation Service Level	o Agencies can use the vendor interview process to discuss agency vital statistics and determine the most appropriate Implementation Service Level combination for the success of their ETS implementation. o Agencies are strongly encouraged to seek price reductions on Standard

	Implementation Services.	
Select Ordering Method	o The agency's CLIN requirements will determine whether a menu-ordering or tailored-ordering method will be used. Before pursuing a tailored order, agencies should give full consideration to menu order procedures in order to derive the benefits of the streamlined ordering process permitted with IDIQ contracts.	
Provide Fair Opportunity and Select Vendor	**Menu Orders (no SOO required)** **(This step should take NMT 15 Business Days to complete)** o Provide fair opportunity by reviewing available vendor information, including information available on the E-Gov Travel website, ETS marketing publications, or through vendor interviews and ETS demonstrations – ensuring all qualified vendors are provided fair opportunity. o Select the vendor that best meets Agency needs, based on the previously identified and prioritized award determinants.	**Tailored Orders (services requiring a SOO)** **(This step should take NMT 45 Business Days to complete)** o Prepare RFP (include SOO, PoP, evaluation criteria with relative importance, award methodology, etc.). Agencies are not required to develop formal negotiation or evaluation plans or scoring schemes for task orders. o Issue RFP to ALL qualified ETS Vendors simultaneously. Agencies are encouraged to request oral proposals where practicable. o Allow a reasonable period for vendor clarifications and responses (normally 5 working days). o Vendors prepare and submit FFP proposals in accordance with agency instructions. Price reductions may NOT be offered on Reservation and Fulfillment or Authorization and Voucher CLINs, which are not negotiable at the task order level. o Review and evaluate each proposal against established evaluation criteria and methodology. o Select the awardee without further discussion **OR** conduct negotiations. o If negotiations are conducted, agency Contracting Officer designates time and place. o Vendors submit final proposal revisions. o Evaluate offers received in accordance with established evaluation criteria and methodology. o Select the vendor that best meets

		Agency needs. o Notify unsuccessful Offerors. Debriefings are encouraged, but not required.
Issue Task Order	The order shall include, at a minimum: o the statement "THIS IS A <u>MENU</u> TASK ORDER FOR ETS"; o the names of the activity or activities authorized to issue orders against the task order; o date of order; o GSA contract number; o task order number (see below); o CLINs; o Price; o Period of performance; o Place of delivery or performance; and o Accounting and appropriation data. The written order may be on an official government order form, on agency letterhead, or electronic, but must be in writing. Agencies need not submit a separate work statement with their task order for menu-ordering.	The order shall include, at a minimum: o the statement "THIS IS A <u>TAILORED</u> TASK ORDER FOR ETS"; o the names of the activity or activities authorized to issue orders against the task order; o date of order; o GSA contract number; o task order number (see below); o CLINs; o Price; o Period of performance; o Place of delivery or performance; o Accounting and appropriation data; and o Statement of Objectives The written order may be on an official government order form, on agency letterhead, or electronic, but must be in writing. Agencies <u>are required</u> to include a separate work statement with their task order for tailored-ordering.
Document the File	At a minimum, identify the services purchased, how fair opportunity was provided, the vendor from which the services were purchased, the rationale for selecting that vendor, and the amount paid.	In addition to the documentation requirements for menu orders, include a description of the evaluation process and results that formed the basis for awarding to the selected vendor and the rationale for any trade-offs made in making the selection.

5. TASK ORDER ADMINISTRATION

The final step in contracting with an ETS vendor is administering the task order. The GSA Contracting Officer will administer the Master Contracts and monitor performance and incentives relative to the Master Contracts; however, task order administration is the responsibility of the ordering agency. Following are some of the areas of task order administration that the agency may encounter:

Vendor Performance Management

Agencies must assist in monitoring the performance of ETS vendors as it relates to their specific task orders. If an agency has established any task order level incentives, the agency must conduct incentive reviews to evaluate vendor performance and determine incentive payouts. Task order level incentive schemes for ETS vendors should be coordinated with the E-Gov Travel PMO in order to leverage performance information and government resources to the greatest possible degree.

Deliverables

ETS Vendors will provide the E-Gov Travel PMO with an Implementation Report that details the results of ETS implementations, including specific agency setup and configuration, within 60 days of completion for consideration in vendor performance evaluations and inclusion in the ETS contract files and document libraries. Agencies are encouraged to share other reports and documents delivered under ETS task orders with the E-Gov Travel PMO to facilitate vendor performance management and promote knowledge sharing (e.g., distillation and government-wide promulgation of lessons learned, best practices, etc.).

Task Order Modifications

Any changes to a task order must be by mutual agreement and must be issued in writing by the Agency Contracting Officer. Only the Agency Contracting Officer may modify the terms and conditions of the task order.

Termination of Orders

Any ordering office may, in respect to any one or more task orders placed by it under the Master Contracts, exercise the same right of termination as described in the FAR clause 52.212-4, subparagraph (l) Termination for the Government's convenience, and subparagraph (m) Termination for Cause.

Government Access to the Master Contracts (Through the Digital Library)

Access to the GSA Master Contracts is restricted to agency personnel on a “need to know” basis via a secure website in order to protect restricted or proprietary information. This secure website contains the conformed copies of the contract including any modifications made at the Master Contract level. Appendix C provides the procedures for gaining access to this library.

Agency Feedback

The ETS contracts are Performance-Based Service Contracts (PBSCs). Vendors are required to perform in accordance with negotiated Service Level Agreements (SLAs) at the Master Contract level and performance is validated by means of a government Quality Assurance Surveillance Plan (QASP). Consequently, there is no need for agencies to implement SLAs at the task order level. However, agency Contracting Officers are encouraged to regularly share ETS vendor performance information with the ETS Contracting Officer to support Master Contract performance management.

6. ADDITIONAL INFORMATION

For additional information about the services provided under the ETS contracts, please contact the CSR team member assigned to your agency. A listing of CSR team members by agency is available on the E-Gov Travel web site at http://www.gsa.gov/egovtravel.

For all other questions or comments, including those related to the ordering of services, requests for additional copies of this guide, or to submit any comments or suggestions regarding the format or content of this guide, please call (703) 605-2951 or send an email to onthego@gsa.gov ATTN: ETS Contracting Officer. You may also access an electronic version of this guide on the E-Gov Travel website at http://www.gsa.gov/egovtravel

For additional information on Performance-Based Service Contracting, including tips on preparing a Statement of Objectives, using performance measures and incentives, and using oral proposals, please refer to "7 Steps to Performance Based Service Acquisition" at http://www.acquisition.gov/comp/seven_steps/index.html.

Appendix A: Information for Ordering Offices

Following are selected details from the ETS Master Contracts to assist agency ordering offices in placing task orders against the ETS contracts. Please be sure to review the Master Contracts located on the E-Gov Travel website at http://www.gsa.gov/egovtravel for additional details and up-to-date information. In the event of a conflict between this guide and the Master Contracts, the Master Contracts shall prevail.

Contract Name	E-Gov Travel Service (ETS)
Contract Numbers	(Please see Vendor POC section below)
Contract / Task Order Type	The ETS contracts are Firm Fixed Price, Indefinite Delivery/Indefinite Quantity (FFP/IDIQ) performance-based contracts with FFP task orders available. Electronic copies of task orders are required.
Competition Requirements and Fair Opportunity	The Master Contracts have been competed on a full-and-open basis and meets the Competition in Contracting Act (CICA) requirements for a competitive award. Vendors have been determined to be responsible and offer fair and reasonable pricing. Fair Opportunity (reviewing all qualified Master Contract vendors for potential award) can be accomplished through agency review of the web information, publications or contact with Master Contract vendors.
CLIN List:	CLIN lists and pricing by vendor are included in the E-Gov Travel Service Pricing Guide (see *http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/ETS%20Pricing%20Guide%20-%20Ver%202.9(1Jan07)_R2-c81N_0Z5RDZ-i34K-pR.pdf#Contract_Management*). Please be aware that the prices stated in these sheets are for informational purposes only and may not reflect the most current pricing available. It is essential, therefore, that you consult the Master Contracts for the most up-to-date CLIN list and pricing prior to placing an order. For additional information about the services provided under the ETS contracts, please contact your agency's Customer service Representative (CSR). CSR info can be found on the E-Gov Travel website at http://www.gsa.gov/egovtravel.
Period of Performance	The ETS contracts consists of a three-year base period with three multi-year option periods: Base – Three years (November 12, 2003 – November 11, 2006) Option 1 – Two years (November 12, 2006 – November 11, 2008) Option 2 – Two years (November 12, 2008 – November 11, 2010) Option 3 – Three years (November 12, 2010 – November 11, 2013) **IMPORTANT: Task Orders must align with the Master Contract ordering periods. Please see below for more detail.**
Minimum Task Order Length	For the agency's task order placed against a Master Contract, the minimum task order length is the Master Contract ordering period for each CLIN, or the remainder thereof. Agency task orders may contain options to renew the initial task order contingent upon the

	Master Contract ordering period being extended if GSA exercises an option; however, the task order shall not exceed the period of the Master Contract. For agencies that exist on yearly appropriations, it is appropriate for their order to contain an agency approved clause for the limitation "subject to availability of funds." The Vendor may not accept task orders placed against the Master Contract that are less than the minimum length specified above.
Maximum Task Order Length	Agency task orders may not exceed the ordering period of the Master Contract. If the Master Contract option(s) is/are exercised, the period of performance of the agency task orders will be limited to the contract-ordering period of the Master Contract for each CLIN.
Minimum / Maximum Order	*Minimum Order* - The minimum task order value that the Vendor is obligated to accept is $2,500. *Maximum Order* - The maximum task order value that the Vendor is obligated to accept is $500,000,000. The vendor must return orders outside the minimum / maximum order limitations within 5 workdays after receipt or the order shall be deemed accepted. Furthermore, the vendor must return any purchase card orders exceeding the maximum order threshold within 24 hours of receipt or acceptance is construed.
Travel	Contractor travel is authorized under the contracts and is reimbursable under CLINs 0008AA (base period), 0025AA (Option Period 1), 0045AA (Option Period 2), and 0065AA (Option Period 3). It is GSA policy not to allow a charge of profit or fee on reimbursable items.
Task Order Schedule	Each task order will establish a milestone or work breakdown schedule for submissions (deliverables, testing, etc.).
Master Contract Terms and Conditions	Include the following statement on all task orders: “All task orders are subject to the terms and conditions of the Master Contract. In the event of a conflict between a task order and the Master Contract, the Master Contract shall control.”
Commercial Items	The Master Contracts are subject to the provisions of FAR 52.212-4 “Contract Terms and Conditions – Commercial Items (Feb 2002)”. All applicable terms and conditions apply to task orders issued under the Master Contracts.
Protests	A protest is not authorized in connection with the issuance or proposed issuance of a task order except for a protest on the ground that the task order increases the scope, period, or maximum value of the contract under which the order is issued.

Vendor Point of Contacts for Contract Administration	Contract Number: GS-33F-N0017 Vendor Name: CW Government Travel, Inc. (CWGT) Name: Marc Stec Title: Contract Manager Address: 4300 Wilson Boulevard, Suite 500 Arlington, Virginia 22203 Phone: (703) 682-7201 Fax: (703) 682-7280 Email: mstec@cwtsatotravel.com Contract Number: GS-33F-P0015 Vendor Name: HP Enterprise Services, LLC Name: Tabitha Mendoza Title: Contracts Administrator Address: 13600 EDS Drive Mail Stop A6N-D48 Herndon, VA 20171 Phone: (703) 742-1247 Fax: (703) 742-2674 Email: Tabitha.Mendoza@hp.com Contract Number: GS-33F-N0018 Vendor Name: Northrop Grumman Mission Systems (NGMS) Name: Nancy Robinson-Witt Title: Contracts Administrator Address: 12900 Federal Systems Park Drive FPI 7165 Fairfax, VA 22033 Phone: (703) 968-1169 Fax: (703) 968-2001 Email: Nancy.robinsonwitt@ngc.com
GSA Contracting Officer	Name: Jeffrey M. Meyers, CPCM Address: U.S. General Services Administration Federal Acquisition Service Travel & Transportation Acquisition Support Division Suite 300 (FBGS) 2200 Crystal Drive Arlington, VA 20406 Phone: (703) 605-2951 Fax: (703) 605-9935 Email: Jeffrey.Meyers@gsa.gov mailto: ets@gsa.gov

Appendix B: Accommodated TMC Guidance Document

I. INTRODUCTION

This document has been prepared to provide guidance to the Federal Agency in establishing basic roles, responsibilities, and rules of operations to deliver comprehensive, streamlined, high quality, secure travel services to the Government while ensuring each party is fairly treated and expectations are clearly understood. It is anticipated that this guide will lead to more consistent and improved practices in pursuit of the overarching goal to provide an E-Gov World-Class travel solution. The contents of this document are for guidance only and are not to be interpreted as either regulatory or mandatory.

II. OBJECTIVES

a. To delineate the roles and responsibilities regarding accommodated TMC operations between the Agency, the TMC, and the ETS Vendor.
b. To establish clear expectations of each party's roles and responsibilities in providing the e-Gov travel solution to the Federal traveler.
c. To establish uniform policy and procedures regarding the use of the ETS vendor's OBE.
d. To eliminate confusion associated with conditions under which charges and fees can be made for the use of an ETS vendor's On-line Booking Engine (OBE).
e. To communicate Agency travel management performance goals and objectives.
f. To eliminate duplication of effort and redundant costs.
g. To establish an efficient, effective travel service that delivers high quality, secure service to Agency travelers.

III. SCOPE

This document is considered supplementary guidance in support of the agency's contracts with their travel service providers and will help deliver World Class travel services to the Federal Agency.

IV. RESPONSIBILITY GUIDELINES

a. The AGENCY:

1. Provide clear direction as to which vendor is responsible for providing a given service.

2. Define the conditions under which the ETS Vendor may charge fees for the use of its OBE consistent with Section B of the Master Contract.

3. Describe Quality Assurance (QA) expectations of the TMC provider in terms of specific performance measures.

4. Encourage the TMC to send monthly reports to the ETS vendor with the ticketed transaction numbers, to include CLIN AF & AG transactions.

b. The TMC: Federal agencies should ensure that their task order addresses the responsibilities noted below and make provisions to monitor the vendor's performance.

1. Provide on-line, phone, and email reservation fulfillment capabilities during normal hours of business on Government business days. Fulfillment will include notification to the government traveler of their itinerary and ticket number.

2. Identify which TSS Master Contract authorized fees are included and associated with a TMC fulfilled travel transaction.

3. Maintain PNR Quality Assurance (QA) for all agency reservations consistent with the TSS Master Contract requirement.

4. Provide emergency services 24 x 7 x 365 during non-business hours as prescribed by the TSS Master Contract when requested by the agency. Agencies should make certain that there is a clear understanding of what types of transactions qualify for emergency service. A recommended Emergency Service definition is as follows: Emergency Service is defined as travel reservation needs for travel within 24 hours or over a weekend or holiday that cannot wait until the next business day to book within the TMCs normal business hours. Typically this can include:

a) New reservations for new travel that will start within 24 hours/weekend or holiday.
b) Changes to modify existing reservations that traveler was notified about after normal business hours that cannot wait until the next business day to change for travel within next 24 hours/weekend or holiday.
c) Cancellation of travel arrangements scheduled within the next 24 hours/weekend or holiday.
d) En-route assistance if flight changes are necessary due to weather, mechanical, flight delays/cancellations.
e) Traveler assistance if traveler gets to airport/hotel/car rental agency and reservation has not been ticketed or reservation cannot be found.

5. For full service transactions, support the process for the reservation to be entered into ETS including an accurate itinerary, rental car and hotel accommodation details, within pre-negotiated Government rates.

6. Provide management reports required by the agency to include:
a) Reservation usage by CLIN
b) Use of Government preferred travel programs (FedRooms, CityPair, and SDDC)
c) Other [define]

7. Provide comprehensive travel agency services, as stipulated in the Agency Task Order.

8. Designate which Global Distribution System (GDS) to be used for full-service reservations.

9. Establish procedures to notify the ETS vendor when an on-line reservation is converted to agent-assisted.

10. Establish procedures to notify the ETS vendor when a ticket is issued for on-line reservations.

11. Establish an agreement with the ETS vendor on cancellation of reservations made within the on-line booking engine training area in order to preclude issuance of a debit memo from the airlines.

c. **The ETS VENDOR:** Federal agencies should ensure that their task order addresses the responsibilities noted below and make provisions to monitor the vendor's performance.

1. Support an effective working relationship and data/PNR exchange with the TMC as described in the ETS Vendor's Master Contract/TMC accommodation document and the guidance provided herein.

2. Support self-booked reservations that are transferred to the TMC.

3. Ensure the OBE is available under the terms and conditions of the ETS Master Contract.

4. Describe how the ETS vendor will establish a cooperative relationship with the TMC to ensure no degradation in travel service to the Federal traveler is experienced, consistent with the terms, conditions and scope of the contract.

5. Address and supplement any known limitations or differences between services provided by the accommodated TMC(s) versus the embedded TMC(s) as listed herein:

a) Establish a process to ensure that the Federal Agency is only billed for ticketed transactions for the AF/AG CLINs. This may include getting TMC reports of ticketed transactions or other such means.
b) Agree to work with the TMC and Agency to troubleshoot and resolve, in a timely manner, any data transmission errors.

6. Establish help desk procedures with the supported agency and TMC to ensure continuity of service for all type of help desk assistance. The procedures should include definitions of which type of question to be directed to the TMC versus the agency, versus the ETS vendor.

7. Notify the TMC of authorization approval to facilitate ticket issuance.

8. In conjunction with the TMC and supported agency, establish and define error handling procedures to ensure seamless service to the government traveler.

9. Describe how the agency's identified performance measures will be accomplished, specifically, the use of pre-negotiated Government rates for air, lodging, and rental car services.

V. SUMMARY

There are significant benefits in realizing the operational efficiencies, cost-savings, and increased service to the Federal traveler by utilizing E-Gov Travel Service. These benefits can be attained only by understanding, accepting, and efficiently fulfilling the roles and responsibilities of each individual party. Embracing the guidelines and objectives contained within this document will assist the efforts in pursuit of the goal to provide an E-Gov World-Class travel solution.

Appendix C: Government Access to the Digital Library

The General Services Administration (GSA) E-Gov Travel Service (ETS) Program Management Office (PMO) maintains ETS on-line digital library created specifically for ETS Contracting Officers and designated agency personnel on a "need-to-know" basis. The digital library currently contains only the conformed copies of the basic contract terms and conditions related to each ETS contractor. It is designed to assist with the procurement of ETS services from the GSA Master Contracts and contract administration of agency task orders.

To ensure protection of proprietary and/or restricted information, following are the procedures for agencies to gain access into the library:

1. Submit a request with the requestor's name, agency, title, email address and telephone number along with the attached non-disclosure agreement (NDA) form (Attachment 1 for government personnel or Attachment 2 for designated contractor personnel) and either fax it to the ETS PMO, Attn: Mr. Gregory Pope at (703) 605-2153 or email a scanned copy in *pdf format to Gregory.pope@gsa.gov. The request should also contain concurrence from the agency contracting officer (this can be by separate email). If the agency employee requesting access is not the contracting officer, he or she will also have to forward, via the agency contracting officer, a short explanation of rationale for accessing the digital library.

2. Upon receipt of the signed NDA and approval from the ETS GSA Contracting Officer, the ETS PMO will provide via email information on gaining access to the library, including the web site address link and a password to access the site.

3. If you do not receive the email notification after completion of the NDA process or have difficulties in accessing the library please contact Mr. Prateek Mittal at prateek.mittal@gsa.gov or at 703-605-2164 or Mr. Gregory Pope at 703-605-2153.

ATTACHMENT 1 -

NON-DISCLOSURE AGREEMENT FOR USE BY GOVERNMENT PERSONNEL

NON-DISCLOSURE RESPONSIBILITIES

SUBJECT: Unauthorized Disclosure of Procurement Information regarding the E-Gov Travel Initiative or Contracts

The proper custody, use, and preservation of official and proprietary information related to procurements (validation, evaluation, selection proceedings, negotiations, briefings, etc.) cannot be overemphasized. It is essential that personnel associated with procurements actions as an activity representative strictly comply with the applicable provisions of the laws, including but not limited to USC Title 18, Sec. 1905, which provides:

"Whoever, being an officer or employee of the United States or of any department or agency thereof, or agent of the Department of Justice as defined in the Antitrust Civil Process Act (15 USC 1311-1314), published, divulges, discloses, or makes known any manner or to any extent not authorized by law any information coming to him in the course of his employment or official duties or by reason of any examination or investigation made by, or return, report or record made to or filed with such department of agency or officer or employee thereof, which information concerns or relates to trade secrets, processes, operations, style of work, or apparatus, or to the identity, confidential statistical data, amount or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation, or association; or permits any income return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person except as provided by law; shall be fined no more than $1,000, or imprisoned not more than one year, or both, and shall be removed from the office or employment."

Activity representatives shall not reveal any information to anyone who is not also participating in the same proceedings and then only to the extent that such information is required in connection with such proceedings. Such information is classified "FOR OFFICIAL USE ONLY." The dissemination of information in the category to other parties will be at the sole discretion and sole direction of the GSA Contracting Officer.

Vendors' proposals, identity of offerors, source selection evaluation board documents, and similar materials will be handled and discussed on a need-to-know basis only. Under no circumstances may proposals, the source selection plan with the methodology of use in evaluating and selecting property/services, or source selection evaluation board reports, be divulged without the authorization of the GSA Contracting Officer.

Any unauthorized disclosures contrary to the foregoing provisions may result in appropriate disciplinary action such as the penalties set forth above (USC Title 18, Sec. 1905), or such statutory provision as may be deemed appropriate. To ensure awareness of the above, please sign and date one copy of this memo.

Additionally, the Procurement Integrity Act, 41 U.S.C. 423 (attached below), specifies restrictions on the disclosure of contractor bid or proposal information during an ongoing procurement. These provisions are attached for your reference. It is critical that employees with access to procurement related information comply with these restrictions in order to ensure the integrity of the procurement process. Should you provide any procurement related information to a contractor in your employ, such as a business consultant who is assisting your agency in the placement of an E-Gov Travel task order, you must ensure that such contractor is aware of these restrictions. Such contractor will be required to also sign a non-disclosure agreement acknowledging the provisions of the Procurement Integrity Act. Additionally, in accordance with FAR 9.5, you must ensure that contractor access to such procurement related information does not result in an organizational conflict of interest, such as a contractor gaining access to ETS information not publicly available and using such information to gain unfair competitive advantage in a related procurement.

41 USCS § 423 (2004)

§ 423. Restrictions on disclosing and obtaining contractor bid or proposal information or source selection information.

(a) Prohibition on disclosing procurement information.
(1) A person described in paragraph (2) shall not, other than as provided by law, knowingly disclose contractor bid or proposal information or source selection information before the award of a Federal agency procurement contract to which the information relates. In the case of an employee of a private sector organization assigned to an agency under chapter 37 of title 5, United States Code [5 USCS §§ 3701 et seq.], in addition to the restriction in the preceding sentence, such employee shall not, other than as provided by law, knowingly disclose contractor bid or proposal information or source selection information during the three-year period after the end of the assignment of such employee.
(2) Paragraph (1) applies to any person who--
(A) is a present or former official of the United States, or a person who is acting or has acted for or on behalf of, or who is advising or has advised the United States with respect to, a Federal agency procurement; and
(B) by virtue of that office, employment, or relationship has or had access to contractor bid or proposal information or source selection information.
(b) Prohibition on obtaining procurement information. A person shall not, other than as provided by law, knowingly obtain contractor bid or proposal information or source selection information before the award of a Federal agency procurement contract to which the information relates.

(c) Actions required of procurement officers when contacted by offerors regarding non-Federal employment.
(1) If an agency official who is participating personally and substantially in a Federal agency procurement for a contract in excess of the simplified acquisition threshold contacts or is contacted by a person who is a bidder or offeror in that Federal agency procurement regarding possible non-Federal employment for that official, the official shall-- (A) promptly report the contact in writing to the official's supervisor and to the designated agency ethics official (or designee) of the agency in which the official is

employed; and

(B) (i) reject the possibility of non-Federal employment; or

(ii) disqualify himself or herself from further personal and substantial participation in that Federal agency procurement until such time as the agency has authorized the official to resume participation in such procurement, in accordance with the requirements of section 208 of title 18, United States Code, and applicable agency regulations on the grounds that--

(I) the person is no longer a bidder or offeror in that Federal agency procurement; or

(II) all discussions with the bidder or offeror regarding possible non-Federal employment have terminated without an agreement or arrangement for employment.

(2) Each report required by this subsection shall be retained by the agency for not less than two years following the submission of the report. All such reports shall be made available to the public upon request, except that any part of a report that is exempt from the disclosure requirements of section 552 of title 5, United States Code, under subsection (b)(1) of such section may be withheld from disclosure to the public.

(3) An official who knowingly fails to comply with the requirements of this subsection shall be subject to the penalties and administrative actions set forth in subsection (e).

(4) A bidder or offeror who engages in employment discussions with an official who is subject to the restrictions of this subsection, knowing that the official has not complied with subparagraph (A) or (B) of paragraph (1), shall be subject to the penalties and administrative actions set forth in subsection (e).

(d) Prohibition on former official's acceptance of compensation from contractor.

(1) A former official of a Federal agency may not accept compensation from a contractor as an employee, officer, director, or consultant of the contractor within a period of one year after such former official--

(A) served, at the time of selection of the contractor or the award of a contract to that contractor, as the procuring contracting officer, the source selection authority, a member of the source selection evaluation board, or the chief of a financial or technical evaluation team in a procurement in which that contractor was selected for award of a contract in excess of $ 10,000,000;

(B) served as the program manager, deputy program manager, or administrative contracting officer for a contract in excess of $ 10,000,000 awarded to that contractor; or

(C) personally made for the Federal agency--

(i) a decision to award a contract, subcontract, modification of a contract or subcontract, or a task order or delivery order in excess of $ 10,000,000 to that contractor;

(ii) a decision to establish overhead or other rates applicable to a contract or contracts for that contractor that are valued in excess of $ 10,000,000;

(iii) a decision to approve issuance of a contract payment or payments in excess of $ 10,000,000 to that contractor; or

(iv) a decision to pay or settle a claim in excess of $ 10,000,000 with that contractor.

(2) Nothing in paragraph (1) may be construed to prohibit a former official of a Federal agency from accepting compensation from any division or affiliate of a contractor that does not produce the same or similar products or services as the entity of the contractor that is responsible for the contract referred to in subparagraph (A), (B), or (C) of such paragraph.

(3) A former official who knowingly accepts compensation in violation of this subsection shall be subject to penalties and administrative actions as set forth in subsection (e).

(4) A contractor who provides compensation to a former official knowing that such compensation is accepted by the former official in violation of this subsection shall be subject to penalties and administrative actions as set forth in subsection (e).

(5) Regulations implementing this subsection shall include procedures for an official or former official of a Federal agency to request advice from the appropriate designated agency ethics official regarding whether the official or former official is or would be precluded by this subsection from accepting compensation from a particular contractor.

(e) Penalties and administrative actions.

(1) Criminal penalties. Whoever engages in conduct constituting a violation of subsection (a) or (b) for the purpose of either--

(A) exchanging the information covered by such subsection for anything of value, or

(B) obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract,

shall be imprisoned for not more than 5 years or fined as provided under title 18, United States Code, or both.

(2) Civil penalties. The Attorney General may bring a civil action in an appropriate United States district court against any person who engages in conduct constituting a violation of subsection (a), (b), (c), or (d). Upon proof of such conduct by a preponderance of the evidence, the person is subject to a civil penalty. An individual who engages in such conduct is subject to a civil penalty of not more than $ 50,000 for each violation plus twice the amount of compensation which the individual received or offered for the prohibited conduct. An organization that engages in such conduct is subject to a civil penalty of not more than $ 500,000 for each violation plus twice the amount of compensation which the organization received or offered for the prohibited conduct.

(3) Administrative actions.

(A) If a Federal agency receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d), the Federal agency shall consider taking one or more of the following actions, as appropriate: (i) Cancellation of the Federal agency procurement, if a contract has not yet been awarded.

(ii) Rescission of a contract with respect to which--

(I) the contractor or someone acting for the contractor has been convicted for an offense punishable under paragraph (1), or

(II) the head of the agency that awarded the contract has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting such an offense.

(iii) Initiation of suspension or debarment proceedings for the protection of the Government in accordance with procedures in the Federal Acquisition Regulation.

(iv) Initiation of adverse personnel action, pursuant to the procedures in chapter 75 of title 5, United States Code [5 USCS §§ 7501 et seq.], or other applicable law or regulation.

(B) If a Federal agency rescinds a contract pursuant to subparagraph (A)(ii), the United States is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(C) For purposes of any suspension or debarment proceedings initiated pursuant to subparagraph (A)(iii), engaging in conduct constituting an offense under subsection (a),

(b), (c), or (d) affects the present responsibility of a Government contractor or subcontractor.

(f) Definitions. As used in this section:

(1) The term "contractor bid or proposal information" means any of the following information submitted to a Federal agency as part of or in connection with a bid or proposal to enter into a Federal agency procurement contract, if that information has not been previously made available to the public or disclosed publicly:

(A) Cost or pricing data (as defined by section 2306a(h) of title 10, United States Code, with respect to procurements subject to that section, and section 304A(h) of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 254b(h)), with respect to procurements subject to that section).

(B) Indirect costs and direct labor rates.

(C) Proprietary information about manufacturing processes, operations, or techniques marked by the contractor in accordance with applicable law or regulation.

(D) Information marked by the contractor as "contractor bid or proposal information", in accordance with applicable law or regulation.

(2) The term "source selection information" means any of the following information prepared for use by a Federal agency for the purpose of evaluating a bid or proposal to enter into a Federal agency procurement contract, if that information has not been previously made available to the public or disclosed publicly:

(A) Bid prices submitted in response to a Federal agency solicitation for sealed bids, or lists of those bid prices before public bid opening.

(B) Proposed costs or prices submitted in response to a Federal agency solicitation, or lists of those proposed costs or prices.

(C) Source selection plans.

(D) Technical evaluation plans.

(E) Technical evaluations of proposals.

(F) Cost or price evaluations of proposals.

(G) Competitive range determinations that identify proposals that have a reasonable chance of being selected for award of a contract.

(H) Rankings of bids, proposals, or competitors.

(I) The reports and evaluations of source selection panels, boards, or advisory councils.

(J) Other information marked as "source selection information" based on a case-by-case determination by the head of the agency, his designee, or the contracting officer that its disclosure would jeopardize the integrity or successful completion of the Federal agency procurement to which the information relates.

(3) The term "Federal agency" has the meaning provided such term in section 3 of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 472) [40 USCS § 102].

(4) The term "Federal agency procurement" means the acquisition (by using competitive procedures and awarding a contract) of goods or services (including construction) from non-Federal sources by a Federal agency using appropriated funds.

(5) The term "contracting officer" means a person who, by appointment in accordance with applicable regulations, has the authority to enter into a Federal agency procurement contract on behalf of the Government and to make determinations and findings with respect to such a contract.

(6) The term "protest" means a written objection by an interested party to the award or proposed award of a Federal agency procurement contract, pursuant to subchapter V of Chapter 35 of title 31, United States Code [31 USCS §§ 3551 et seq.].

(7) The term "official" means the following:

(A) An officer, as defined in section 2104 of title 5, United States Code.
(B) An employee, as defined in section 2105 of title 5, United States Code.
(C) A member of the uniformed services, as defined in section 2101(3) of title 5, United States Code.

(g) Limitation on protests. No person may file a protest against the award or proposed award of a Federal agency procurement contract alleging a violation of subsection (a), (b), (c), or (d), nor may the Comptroller General of the United States consider such an allegation in deciding a protest, unless that person reported to the Federal agency responsible for the procurement, no later than 14 days after the person first discovered the possible violation, the information that the person believed constitutes evidence of the offense.

(h) Savings provisions. This section does not--
(1) restrict the disclosure of information to, or its receipt by, any person or class of persons authorized, in accordance with applicable agency regulations or procedures, to receive that information;
(2) restrict a contractor from disclosing its own bid or proposal information or the recipient from receiving that information;
(3) restrict the disclosure or receipt of information relating to a Federal agency procurement after it has been canceled by the Federal agency before contract award unless the Federal agency plans to resume the procurement;
(4) prohibit individual meetings between a Federal agency official and an offeror or potential offeror for, or a recipient of, a contract or subcontract under a Federal agency procurement, provided that unauthorized disclosure or receipt of contractor bid or proposal information or source selection information does not occur;
(5) authorize the withholding of information from, nor restrict its receipt by, Congress, a committee or subcommittee of Congress, the Comptroller General, a Federal agency, or an inspector general of a Federal agency;
(6) authorize the withholding of information from, nor restrict its receipt by, the Comptroller General of the United States in the course of a protest against the award or proposed award of a Federal agency procurement contract; or
(7) limit the applicability of any requirements, sanctions, contract penalties, and remedies established under any other law or regulation.

These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling: Provided, That notwithstanding the preceding paragraph, a nondisclosure policy form or agreement that is to be executed by a person connected with the conduct of intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any

classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.
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ADDENDUM:

Conflict of Interest Acknowledgment and Nondisclosure Agreement

I agree to the following:

(a) To the best of my knowledge and belief, no conflict of interest exists that may either:

(1) Diminish my capacity to impartially review the proposals submitted.

(2) Or result in a biased opinion or unfair advantage.

(b) In making the above statement, I have considered all the following factors that might place me in a position of conflict, real or apparent, with the evaluation proceedings:

(1) All my stocks, bonds, other outstanding financial interests or commitments.

(2) All my employment arrangements (past, present, and under consideration).

(3) As far as I know, all financial interests and employment arrangements of my spouse, minor children, and other members of my immediate household.

(c) I have read and understand the requirements of the Standards of Ethical Conduct for Employees of the Executive Branch (5 CFR. part 2635) and Supplemental Standards of Ethical Conduct for Employees of the General Services Administration (5 CFR. part 6701).

(d) I have a continuing obligation to disclose any circumstances that may create an actual or apparent conflict of interest. If I learn of any such conflict, I will report it immediately to the Contracting Officer. I will perform no more duties related to evaluating proposals until I receive instructions on the matter.

(e) I will use proposal information for evaluation purposes only. I understand that any authorized restriction on disclosure placed on the proposal by the prospective contractor, prospective subcontractor, or the Government applies to any reproduction or abstracted information of the proposal.

(f) I will use my best efforts to safeguard proposal information physically. I will not disclose the contents of, nor release any information about, the proposals to anyone other than:

(1) The Source Selection Evaluation Board or other panel assembled to evaluate proposals submitted in response to the solicitation identified above.

(2) Other individuals designated by the Contracting Officer.

(g) After completing evaluation, I will return to the Government all copies of the proposals and any abstracts.

(h) GSA Appropriations Act restriction: These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Codes, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794,

798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

The recipient agrees to and accepts the terms and conditions as set forth above.

Recipient's Name: _____

_____ _____

Signature Date

ATTACHMENT 2 -

NON-DISCLOSURE AGREEMENT FOR USE BY DESIGNATED CONTRACTOR PERSONNEL

NON-DISCLOSURE RESPONSIBILITIES

SUBJECT: Unauthorized Disclosure of Procurement Information regarding the E-Gov Travel Initiative or Contracts

The proper custody, use, and preservation of official and proprietary information related to the E-Gov Travel Service contracts, related procurements, and other business of the E-Gov Travel office (e.g., validation, evaluation, selection, proceedings, negotiations, briefings, technical information, software, etc.) cannot be overemphasized. It is essential that anyone associated with these actions as an activity representative strictly comply with the applicable provisions of the laws, the master contracts, and this agreement, including but not limited to 41 § U.S.C. 423 (also known as the Procurement Integrity Act), which provides in relevant part:

(a) Prohibition on disclosing procurement information.
(1) A person described in paragraph (2) shall not, other than as provided by law, knowingly disclose contractor bid or proposal information or source selection information before the award of a Federal agency procurement contract to which the information relates. In the case of an employee of a private sector organization assigned to an agency under chapter 37 of title 5, United States Code (5 USCS §§ 3701 et seq.), in addition to the restriction in the preceding sentence, such employee shall not, other than as provided by law, knowingly disclose contractor bid or proposal information or source selection information during the three-year period after the end of the assignment of such employee.
(2) Paragraph (1) applies to any person who--
(A) is a present or former official of the United States, or a person who is acting or has acted for or on behalf of, or who is advising or has advised the United States with respect to, a Federal agency procurement; and
(B) by virtue of that office, employment, or relationship has or had access to contractor bid or proposal information or source selection information.

(b) Prohibition on obtaining procurement information. A person shall not, other than as provided by law, knowingly obtain contractor bid or proposal information or source selection information before the award of a Federal agency procurement contract to which the information relates.

(c) Actions required of procurement officers when contacted by offerors regarding non-Federal employment.
(1) If an agency official who is participating personally and substantially in a Federal agency procurement for a contract in excess of the simplified acquisition threshold contacts or is contacted by a person who is a bidder or offeror in that Federal agency procurement regarding possible non-Federal employment for that official, the official shall:

(A) promptly report the contact in writing to the official's supervisor and to the designated agency ethics official (or designee) of the agency in which the official is employed; and

(B) (i) reject the possibility of non-Federal employment; or

(ii) disqualify himself or herself from further personal and substantial participation in that Federal agency procurement until such time as the agency has authorized the official to resume participation in such procurement, in accordance with the requirements of section 208 of title 18, United States Code, and applicable agency regulations on the grounds that--

(I) the person is no longer a bidder or offeror in that Federal agency procurement; or

(II) all discussions with the bidder or offeror regarding possible non-Federal employment have terminated without an agreement or arrangement for employment.

(2) Each report required by this subsection shall be retained by the agency for not less than two years following the submission of the report. All such reports shall be made available to the public upon request, except that any part of a report that is exempt from the disclosure requirements of section 552 of title 5, United States Code, under subsection (b)(1) of such section may be withheld from disclosure to the public.

(3) An official who knowingly fails to comply with the requirements of this subsection shall be subject to the penalties and administrative actions set forth in subsection (e).

(4) A bidder or offeror who engages in employment discussions with an official who is subject to the restrictions of this subsection, knowing that the official has not complied with subparagraph (A) or (B) of paragraph (1), shall be subject to the penalties and administrative actions set forth in subsection (e).

(d) Prohibition on former official's acceptance of compensation from contractor.

(1) A former official of a Federal agency may not accept compensation from a contractor as an employee, officer, director, or consultant of the contractor within a period of one year after such former official--

(A) served, at the time of selection of the contractor or the award of a contract to that contractor, as the procuring contracting officer, the source selection authority, a member of the source selection evaluation board, or the chief of a financial or technical evaluation team in a procurement in which that contractor was selected for award of a contract in excess of $ 10,000,000;

(B) served as the program manager, deputy program manager, or administrative contracting officer for a contract in excess of $ 10,000,000 awarded to that contractor; or

(C) personally made for the Federal agency--

(i) a decision to award a contract, subcontract, modification of a contract or subcontract, or a task order or delivery order in excess of $ 10,000,000 to that contractor;

(ii) a decision to establish overhead or other rates applicable to a contract or contracts for that contractor that are valued in excess of $ 10,000,000;

(iii) a decision to approve issuance of a contract payment or payments in excess of $ 10,000,000 to that contractor; or

(iv) a decision to pay or settle a claim in excess of $ 10,000,000 with that contractor.

(2) Nothing in paragraph (1) may be construed to prohibit a former official of a Federal agency from accepting compensation from any division or affiliate of a contractor that does not produce the same or similar products or services as the entity of the contractor that is responsible for the contract referred to in subparagraph (A), (B), or (C) of such paragraph.

(3) A former official who knowingly accepts compensation in violation of this subsection shall be subject to penalties and administrative actions as set forth in subsection (e).

(4) A contractor who provides compensation to a former official knowing that such

compensation is accepted by the former official in violation of this subsection shall be subject to penalties and administrative actions as set forth in subsection (e).

(5) Regulations implementing this subsection shall include procedures for an official or former official of a Federal agency to request advice from the appropriate designated agency ethics official regarding whether the official or former official is or would be precluded by this subsection from accepting compensation from a particular contractor.

(e) Penalties and administrative actions.

(1) Criminal penalties. Whoever engages in conduct constituting a violation of subsection (a) or (b) for the purpose of either--

(A) exchanging the information covered by such subsection for anything of value, or

(B) obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract,

shall be imprisoned for not more than 5 years or fined as provided under title 18, United States Code, or both.

(2) Civil penalties. The Attorney General may bring a civil action in an appropriate United States district court against any person who engages in conduct constituting a violation of subsection (a), (b), (c), or (d). Upon proof of such conduct by a preponderance of the evidence, the person is subject to a civil penalty. An individual who engages in such conduct is subject to a civil penalty of not more than $50,000 for each violation plus twice the amount of compensation which the individual received or offered for the prohibited conduct. An organization that engages in such conduct is subject to a civil penalty of not more than $500,000 for each violation plus twice the amount of compensation which the organization received or offered for the prohibited conduct.

(3) Administrative actions.

(A) If a Federal agency receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d), the Federal agency shall consider taking one or more of the following actions, as appropriate:

(i) Cancellation of the Federal agency procurement, if a contract has not yet been awarded.

(ii) Rescission of a contract with respect to which--

(I) the contractor or someone acting for the contractor has been convicted for an offense punishable under paragraph (1), or

(II) the head of the agency that awarded the contract has determined, based upon a preponderance of the evidence that the contractor or someone acting for the contractor has engaged in conduct constituting such an offense.

(iii) Initiation of suspension or debarment proceedings for the protection of the Government in accordance with procedures in the Federal Acquisition Regulation.

(iv) Initiation of adverse personnel action, pursuant to the procedures in chapter 75 of title 5, United States Code [5 USCS §§ 7501 et seq.], or other applicable law or regulation.

(B) If a Federal agency rescinds a contract pursuant to subparagraph (A)(ii), the United States is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(C) For purposes of any suspension or debarment proceedings initiated pursuant to subparagraph (A)(iii), engaging in conduct constituting an offense under subsection (a), (b), (c), or (d) affects the present responsibility of a Government contractor or subcontractor.

(f) Definitions. As used in this section:

(1) The term "contractor bid or proposal information" means any of the following information

submitted to a Federal agency as part of or in connection with a bid or proposal to enter into a Federal agency procurement contract, if that information has not been previously made available to the public or disclosed publicly:

(A) Cost or pricing data (as defined by section 2306a(h) of title 10, United States Code, with respect to procurements subject to that section, and section 304A(h) of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 254b(h)), with respect to procurements subject to that section).

(B) Indirect costs and direct labor rates.

(C) Proprietary information about manufacturing processes, operations, or techniques marked by the contractor in accordance with applicable law or regulation.

(D) Information marked by the contractor as "contractor bid or proposal information", in accordance with applicable law or regulation.

(2) The term "source selection information" means any of the following information prepared for use by a Federal agency for the purpose of evaluating a bid or proposal to enter into a Federal agency procurement contract, if that information has not been previously made available to the public or disclosed publicly:

(A) Bid prices submitted in response to a Federal agency solicitation for sealed bids, or lists of those bid prices before public bid opening.

(B) Proposed costs or prices submitted in response to a Federal agency solicitation, or lists of those proposed costs or prices.

(C) Source selection plans.

(D) Technical evaluation plans.

(E) Technical evaluations of proposals.

(F) Cost or price evaluations of proposals.

(G) Competitive range determinations that identify proposals that have a reasonable chance of being selected for award of a contract.

(H) Rankings of bids, proposals, or competitors.

(I) The reports and evaluations of source selection panels, boards, or advisory councils.

(J) Other information marked as "source selection information" based on a case-by-case determination by the head of the agency, his designee, or the contracting officer that its disclosure would jeopardize the integrity or successful completion of the Federal agency procurement to which the information relates.

(3) The term "Federal agency" has the meaning provided such term in section 3 of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 472) [40 USCS § 102].

(4) The term "Federal agency procurement" means the acquisition (by using competitive procedures and awarding a contract) of goods or services (including construction) from non-Federal sources by a Federal agency using appropriated funds.

(5) The term "contracting officer" means a person who, by appointment in accordance with applicable regulations, has the authority to enter into a Federal agency procurement contract on behalf of the Government and to make determinations and findings with respect to such a contract.

(6) The term "protest" means a written objection by an interested party to the award or proposed award of a Federal agency procurement contract, pursuant to subchapter V of chapter 35 of title 31, United States Code [31 USCS §§ 3551 et seq.].

(7) The term "official" means the following:

(A) An officer, as defined in section 2104 of title 5, United States Code.

(B) An employee, as defined in section 2105 of title 5, United States Code.

(C) A member of the uniformed services, as defined in section 2101(3) of title 5, United

States Code.

(g) Limitation on protests. No person may file a protest against the award or proposed award of a Federal agency procurement contract alleging a violation of subsection (a), (b), (c), or (d), nor may the Comptroller General of the United States consider such an allegation in deciding a protest, unless that person reported to the Federal agency responsible for the procurement, no later than 14 days after the person first discovered the possible violation, the information that the person believed constitutes evidence of the offense.

(h) Savings provisions. This section does not--

(1) restrict the disclosure of information to, or its receipt by, any person or class of persons authorized, in accordance with applicable agency regulations or procedures, to receive that information;

(2) restrict a contractor from disclosing its own bid or proposal information or the recipient from receiving that information;

(3) restrict the disclosure or receipt of information relating to a Federal agency procurement after it has been canceled by the Federal agency before contract award unless the Federal agency plans to resume the procurement;

(4) prohibit individual meetings between a Federal agency official and an offeror or potential offeror for, or a recipient of, a contract or subcontract under a Federal agency procurement, provided that unauthorized disclosure or receipt of contractor bid or proposal information or source selection information does not occur;

(5) authorize the withholding of information from, nor restrict its receipt by, Congress, a committee or subcommittee of Congress, the Comptroller General, a Federal agency, or an inspector general of a Federal agency;

(6) authorize the withholding of information from, nor restrict its receipt by, the Comptroller General of the United States in the course of a protest against the award or proposed award of a Federal agency procurement contract; or

(7) limit the applicability of any requirements, sanctions, contract penalties, and remedies established under any other law or regulation.

These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling: Provided, That notwithstanding the preceding paragraph, a nondisclosure policy form or agreement that is to be executed by a person connected with the conduct of intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that

they do not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

In addition to ongoing procurements, routine work of the E-Gov Travel office involves contract administration work of a sensitive nature, including but not limited to, working with proprietary information of other contractors, security related issues and numerous other internal Government discussions and information that is neither appropriate nor authorized for release outside of the E-Gov Travel office. Therefore, persons with access to internal information of the E-Gov Travel office are required to sign the following Non-Disclosure Agreement in exchange for access to the information.

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") by and between the undersigned (hereinafter known as Mr./Ms. _____) and the ETS Program Management Office, located at 2200 Crystal Dr., Room 300, Arlington, VA 22202 (hereinafter known as the "**ETS PMO**") is entered into as of _____, 2010_ ; to provide for the confidentiality, protection and handling of Proprietary Information related to the E-Gov Travel initiative (hereinafter referred to as **ETS**) for the purpose of examination, reproduction, editing, consideration, technical assistance or any other related purpose. The undersigned may be hereinafter referred to as the "recipient" and the ETS PMO "the disclosing party" and collectively as the "Parties". Now, therefore, in consideration of the mutual promises therein, and in exchange for access to Proprietary Information described herein, the Parties agree as follows:

1. The term "Proprietary Information" means any and all information, in any form, whether of a technical, commercial or other nature, relating to the mission of the ETS PMO which is disclosed before or after the date of this Agreement by the disclosing party to the recipient and identified by the disclosing party as being proprietary.

2. Proprietary Information shall not include information which, as of the date of signature hereof, or thereafter, becomes public information, or is known to the recipient prior to being disclosed by the disclosing party (in which case the recipient will notify the disclosing party that the information was already known prior to disclosure), is developed independently by the recipient, or is legally obtained by the recipient at any time from other sources who are not subject to non-disclosure restrictions. The recipient shall have the burden of proof in establishing any of the above mentioned exceptions.

3. The recipient agrees to use Proprietary Information solely for the mutual benefit of both parties in furtherance of the mission of the ETS PMO, as specifically approved by the disclosing party, and agrees not to disclose the Proprietary Information to any third party or to any of its affiliates, employees or agents except as may be required to conduct the mission of the ETS PMO. Any such disclosure to third parties shall be subject to the prior written consent of the disclosing party and shall be conditioned upon obtaining in advance a Non-Disclosure Agreement substantially in the form of this Agreement.

4. The recipient agrees to retain the Proprietary Information of the disclosing party in confidence and to safeguard such Proprietary Information.

5. Proprietary Information, whether capable of being copyrighted, patented, or otherwise registered at law, is for the purposes of this Agreement acknowledged by the recipient as being the sole property of the disclosing party.

6. Nothing in this Agreement shall be construed as granting to the recipient any rights by license or otherwise, express or implied, to or in any of the disclosing party's patents, non-patented inventions or other intellectual property. No representation or warranty is made by the disclosing party with respect to information disclosed.

7. This Agreement shall remain in full force and effect throughout the period in which the recipient is actively engaged in the support of the ETS PMO and for a period of Ten (10) years thereafter.

8. Promptly upon the termination of this Agreement, unless otherwise agreed in writing by both parties, the recipient shall return to the ETS PMO all Proprietary Information that it has received or that is in its possession, together with all copies thereof, and will immediately cease to make further use or disclosure of such Proprietary Information.

9. The recipient shall fully indemnify the ETS PMO against any and all actions, claims, liability, costs, damages, charges and expenses suffered or incurred in connection with or arising out of any breach by the recipient of any of the provisions of this Agreement. Nothing in this clause shall be construed as a waiver by either Party of any of its rights including rights to damages or indemnity or other pecuniary remedy.

10. In cases where the recipient is an employee of or otherwise affiliated with a company that has a contract with the General Services Administration to support the ETS PMO, any violation of this Agreement constitutes a material breach of such support contract.

11. This Agreement shall be governed by and construed in accordance with the laws of The United States and any dispute arising under or in connection herewith shall be presented in and determined by these courts exclusively.

12. If any provision of this Agreement is invalid or unenforceable under applicable law, the remaining provisions shall remain in effect.

13. Any unauthorized disclosures contrary to the foregoing provisions may result in appropriate action including but not limited to criminal prosecution, civil liability, corporate or individual suspension or debarment by the General Services Administration, and termination for default of an ETS PMO support contract.

ADDENDUM:

Conflict of Interest Acknowledgment and Nondisclosure Agreement

I agree to the following:

(a) To the best of my knowledge and belief, no conflict of interest exists that may either:

(1) Diminish my capacity to impartially review the proposals submitted.

(2) Or result in a biased opinion or unfair advantage.

(b) In making the above statement, I have considered all the following factors that might place me in a position of conflict, real or apparent, with the evaluation proceedings:

(1) All my stocks, bonds, other outstanding financial interests or commitments.

(2) All my employment arrangements (past, present, and under consideration).

(3) As far as I know, all financial interests and employment arrangements of my spouse, minor children, and other members of my immediate household.

(c) I have read and understand the requirements of the Standards of Ethical Conduct for Employees of the Executive Branch (5 CFR. part 2635) and Supplemental Standards of Ethical Conduct for Employees of the General Services Administration (5 CFR. part 6701).

(d) I have a continuing obligation to disclose any circumstances that may create an actual or apparent conflict of interest. If I learn of any such conflict, I will report it immediately to the Contracting Officer. I will perform no more duties related to evaluating proposals until I receive instructions on the matter.

(e) I will use proposal information for evaluation purposes only. I understand that any authorized restriction on disclosure placed on the proposal by the prospective contractor, prospective subcontractor, or the Government applies to any reproduction or abstracted information of the proposal.

(f) I will use my best efforts to safeguard proposal information physically. I will not disclose the contents of, nor release any information about, the proposals to anyone other than:

(1) The Source Selection Evaluation Board or other panel assembled to evaluate proposals submitted in response to the solicitation identified above.

(2) Other individuals designated by the Contracting Officer.

(g) After completing evaluation, I will return to the Government all copies of the proposals and any abstracts.

(h) GSA Appropriations Act restriction: These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Codes, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against

disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

The recipient agrees and accepts the terms and conditions as set forth above.

Organization: _____

Name: _____

Title: _____

_____ _____
Signature Date

United States General Services Administration:

Name: _____ Title: _____

_____ _____
Signature Date