

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO M0005	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. NO OIP-16-0010	5 PROJECT NO. (If applicable)
6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 ATN ARACELIS PEREZ-ORTIZ WASHINGTON DC 20555-0001	CODE NRCHQ	7. ADMINISTERED BY (If other than Item 6) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001	CODE NRCHQ
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) QI TECH LLC ATTN SHANGWU QI 8229 BOONE BLVD SUITE 520 SUITE 350 VIENNA VA 22182-2634		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 609224683 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-7G-14-C-0001	
		10B. DATED (SEE ITEM 13) 09/19/2014	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule Net Increase: \$1,000,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) FAR 43.103 (a) (3) Bilateral Contract Modification (Mutual Agreement of the Parties)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this contract modification is to:

(1) provide incremental funding in the amount of \$1,000,000.00, thereby increasing the obligated amount from \$3,840,000.00 to \$4,840,000.00; and

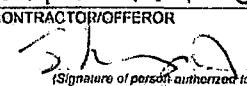
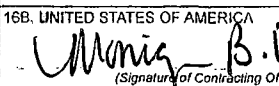
(2) revise the Statement of Work (SOW) to:

(a) revise section C.6 SCHEDULE, paragraph one entitled "ACTIVITY 1 RADIOACTIVE SOURCES," paragraph three entitled "Activity 3 New Nuclear Power Plants," and paragraph four entitled "ACTIVITY 4 NEW OR EXISTING RESEARCH REACTORS" to revise the countries to which radioactive source-related assistance is provided;

(b) revise section C.8 MEETINGS AND TRAVEL to eliminate the reference to management

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) SHANGWU QI / president	15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 5/20/16	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MONIQUE B. WILLIAMS	15B. UNITED STATES OF AMERICA 	15C. DATE SIGNED 5/27/2016
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NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

TEMPLATE - ARM001

SUNSI REVIEW COMPLETE

JUN - 1 2016

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 6
2. AMENDMENT/MODIFICATION NO. M0005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. OIP-16-0010	5. PROJECT NO. (If applicable)
6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 ATN ARACELIS PEREZ-ORTIZ WASHINGTON DC 20555-0001	CODE NRCHQ	7. ADMINISTERED BY (If other than Item 6) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001	CODE NRCHQ
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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule Net Increase: \$1,000,000.00

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CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103 (a) (3) Bilateral Contract Modification (Mutual Agreement of the Parties)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office:

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this contract modification is to:  
(1) provide incremental funding in the amount of \$1,000,000.00, thereby increasing the obligated amount from \$3,840,000.00 to \$4,840,000.00; and  
(2) revise the Statement of Work (SOW) to:  
(a) revise section C.6 SCHEDULE, paragraph one entitled "ACTIVITY 1 RADIOACTIVE SOURCES," paragraph three entitled "Activity 3 New Nuclear Power Plants," and paragraph four entitled "ACTIVITY 4 NEW OR EXISTING RESEARCH REACTORS" to revise the countries to which radioactive source-related assistance is provided;  
(b) revise section C.8 MEETINGS AND TRAVEL to eliminate the reference to management  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MONIQUE B. WILLIAMS
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 16C. DATE SIGNED 05/27/2016

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NRC-HQ-7G-14-C-0001/M0005

PAGE OF  
2 | 6

NAME OF OFFEROR OR CONTRACTOR  
QI TECH LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>directive (MD) 14.1 "Official Temporary Duty Travel";</p> <p>(c) revise section C.10 CONTRACTOR ACQUIRED MATERIAL to specify instances in which the prior approval of the Contracting Officer's Representative (COR) and the Contracting Officer (CO) are required; and</p> <p>(d) revise section C.12 SUBCONTRACT SUPPORT to specify instances in which the prior approval of the COR and the CO are required.</p> <p>Refer to continuation pages for modification details.</p> <p>Total Ceiling Amount: \$12,258,402.49 (Unchanged) Total Exercised Amount: \$7,254,051.66 (Unchanged) Total Obligated Amount: \$4,840,000.00 (Changed) Period of performance: 09/29/2014 - 09/28/2017 (Unchanged)</p> <p>LIST OF CHANGES: Reason for Modification : Supplemental Agreement for work within scope Obligated Amount for this Modification: \$1,000,000.00 New Total Obligated Amount for this Award: \$4,840,000.00 Incremental Funded Amount changed: from \$3,840,000.00 to \$4,840,000.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Obligated Amount for this modification: \$1,000,000.00 Incremental Funded Amount changed from \$3,840,000.00 to \$4,840,000.00</p> <p>Account code: 2016-X0200-FEEBASED-7G-7GD001-34-3-208-1061-252A Amount: \$1,000,000.00</p>				

The specific changes to the contract are as follows:

- 1) Section B.3 CONSIDERATION AND OBLIGATION-TIME-AND-MATERIALS CONTRACT (AUG 2011), paragraph (c) is deleted in its entirety and the following is substituted in-lieu thereof:

“(c) The amount presently obligated by the Government with respect to this contract is **\$4,840,000.00.**”

- 2) Section C.6 SCHEDULE is deleted in its entirety and the following substituted in-lieu thereof:

## **C.6 SCHEDULE**

### **ACTIVITY 1 RADIOACTIVE SOURCES**

The contractor shall begin efforts as specified in sub-activities 1.2, 1.3 and 1.4 for each regulatory authority specifically designated by NRC. The regulatory authorities of Algeria, Armenia, Azerbaijan, Belarus, Bolivia, Burkina Faso, Cameroon, Chad, Chile, Columbia, Costa Rica, the Dominican Republic, Egypt, Georgia, Ghana, Guatemala, Honduras, Jamaica, Jordan, Kazakhstan, Kenya, Kyrgyzstan, Mauritania, Mauritius, Moldova, Morocco, Niger, Nigeria, Panama, Paraguay, Peru, Romania, Senegal, South Africa, Tajikistan, Tanzania, Trinidad and Tobago, Tunisia, Uganda, Ukraine, Uruguay, Uzbekistan, Zambia, and Zimbabwe, ~~Morocco, Kenya, Tanzania, Honduras and Jamaica~~ shall be considered the regulatory authorities for provision of support by this activity.

### **ACTIVITY 2 EXISTING NUCLEAR POWER PLANTS**

The contractor shall begin efforts as specified in sub-activities 2.2 and 2.3 for each regulatory authority specifically designated by NRC. The regulatory authorities of Armenia, Ukraine, Japan, China, South Africa, India, Romania and Pakistan shall be considered the regulatory authorities for provision of support by this activity.

### **ACTIVITY 3 NEW NUCLEAR POWER PLANTS**

The contractor shall begin efforts as specified in sub-activities 3.2 and 3.3 for each regulatory authority specifically designated by NRC. The regulatory authorities of Armenia, South Africa, Chile, Egypt, Jordan, Thailand, Philippines, Indonesia, Malaysia, Poland, Bangladesh, Singapore, Saudi Arabia, Ghana, Nigeria, Belarus, Lithuania ~~and~~ Romania and Vietnam shall be considered the regulatory authorities for provision of support by this activity.

### **ACTIVITY 4 NEW OR EXISTING RESEARCH REACTORS**

The contractor shall begin efforts as specified in sub-activities 4.2 and 4.3 for each regulatory authority specifically designated by NRC. The regulatory authorities of

Jordan, Thailand, Vietnam, Peru, Philippines, Indonesia, Malaysia, Bangladesh, Saudi Arabia, Ghana, Romania, Algeria, Egypt, Morocco, Nigeria and South Africa.

## **ACTIVITY 5 URANIUM RECOVERY FACILITIES**

The contractor shall begin efforts as specified in sub-activities 5.2 and 5.3 for each regulatory authority specifically designated by NRC within 60 days after award. The regulatory authorities of Mongolia, Kazakhstan, Uzbekistan, Denmark and Namibia shall be considered the initial regulatory authorities for provision of support by this activity.

- 3) Section C.8 MEETINGS AND TRAVEL is deleted in its entirety and the following substituted in-lieu thereof:

### **C.8. MEETINGS AND TRAVEL**

#### **A. PARTICIPANT TRAVEL (INVITATIONAL TRAVEL)**

In support of the activities delineated in the statement of work, the contractor will also be called upon to support NRC-sponsored invitational travelers traveling to NRC-sponsored international workshops/training. The contractor shall be available to support all associated logistics by working closely with NRC COR and NRC-sponsored invitational travelers, in both domestic and international locations. The contractor shall make and pay for travel-related expenses for NRC-sponsored invitational travelers<sup>1</sup> (often from international locations). This includes: providing airline, train, bus, etc. reservations; providing hotel reservations; and reimbursing NRC-sponsored invitational travelers for meals and incidental expenses incurred. In some instances, it may be necessary for contractor personnel to also travel (both domestically and internationally) as part of this effort, in order to ensure and oversee the proper management of the travel and associated events. The contractor can expect to support, on average, three NRC-sponsored invitational travelers per month.

The NRC Contracting Officer Representative will notify the contractor in writing, not less than 25 business days before the start of travel, of the need for travel support for NRC-sponsored invitational travelers. The NRC Contracting Officer will identify, as a minimum, the name and contact information for the traveler, the origin and temporary duty location for the traveler, and the dates of travel. Periodically, some NRC-sponsored invitational travelers will cancel their participation after travel arrangements have been made. In such cases, any cancellation-related charges incurred by the contractor will be reimbursed by NRC.

The contractor shall ensure that all travel-related arrangements and payments are performed consistent with both the Federal Travel Regulations (as outlined in 41 Code of Federal Regulations (CFR), Chapters 300 through 304) and ~~USNRC's travel regulations (as outlined in NRC Management Directive 14.1~~

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<sup>1</sup> As defined in Section 8.11 "Invitational Travel" of the Handbook for NRC Management Directive 14.1 "Official Temporary Duty Travel"

~~“Official Temporary Duty Travel”~~), as appropriate  
[http://www.gsa.gov/portal/mediald/239919/fileName/FTR\(1\).action](http://www.gsa.gov/portal/mediald/239919/fileName/FTR(1).action) . See  
attachment I for excerpts from the Federal Travel Regulations.

The contractor will be responsible for developing and maintaining detailed instructions that describe the process of how NRC-sponsored invitational travelers will receive these support functions. These instructions shall include, but not be limited to: identification of the information the contractor needs from each NRC-sponsored invitational traveler, creation of a form for easy submittal of this information, description of how airline, train, bus, etc. reservations will be made and paid for, description of how lodging arrangements will be made and paid for, description of how funds for meals and incidental expenses will be provided for, and identification of appropriate points of contact for each task. These detailed instructions should be provided to each NRC-sponsored invitational traveler within two business days after NRC identifies the traveler to the contractor.

The contractor will be responsible for developing and maintaining detailed procedures and records for tracking and accounting for all incurred expenses. Records shall be sufficiently detailed to allow review and/or audit by US NRC.

The contractor can expect to support, consistent with section C.5 entitled WORKSHOPS/TRAINING, a maximum of five (5) workshops/trainings per year with a maximum of 25 participants per workshop/training.

## **B. CONTRACTOR MEETINGS AND TRAVEL**

Coordination meetings between the contractor, the NRC Contracting Officer Representative and national regulatory authority project managers throughout the duration of this contract are anticipated. Meetings will primarily be held at NRC offices in Rockville, Maryland, and at corresponding designated regulatory authority counterpart offices. Meetings will be scheduled on an as-needed basis. For planning purposes, it shall be assumed that one contractor staff participates in bilateral project review meetings two times per year, with an estimated duration of 5 days, in each country receiving assistance from NRC; that contractor technical staff participate in six expert technical 1-week missions per year conducted by IAEA or NEA; and that contractor technical staff participate in no more than five workshops and training activities per year described in C.5 entitled WORKSHOPS/TRAINING. In addition, the NRC Contracting Officer Representative and the national regulatory authority project managers may choose to periodically meet at the contractor's facility to review progress and to provide input into the project.

The contractor shall obtain prior approval from the COR for any travel supporting the activities in the SOW. The contractor shall ensure that all travel-related arrangements and payments are performed consistent with ~~both~~ the Federal Travel Regulations (as outlined in 41 Code of Federal Regulations (CFR), Chapters 300 through 304) and ~~USNRC's travel regulations (as outlined in NRC Management Directive 14.1 “Official Temporary Duty Travel”)~~, as appropriate  
[http://www.gsa.gov/portal/mediald/239919/fileName/FTR\(1\).action](http://www.gsa.gov/portal/mediald/239919/fileName/FTR(1).action) . See  
attachment I for excerpts from the Federal Travel Regulations.

- 4) Section C.10 CONTRACTOR ACQUIRED MATERIAL is deleted in its entirety and the following substituted in-lieu thereof:

#### **C.10 CONTRACTOR ACQUIRED MATERIAL**

In support of SUB-ACTIVITY 1.3, NATIONAL REGISTRY, the contractor may also be required to procure and install personal computers and basic office supplies at the sites of the respective national regulatory authorities in support of development of the national registry. A typical country-specific computer procurement involves two desktop computers (with monitors), two laptop computers, two printers, and a digital camera. Typical basic office supply needs involve computer-appropriate desks and chairs, printer paper and computer-appropriate uninterruptible power supplies. Upon expiration of this contract, such personal computers and basic office equipment shall become the property of the recipient national regulatory authority for equipment under \$5,000.00.

The contractor shall obtain prior written approval from the COR and the CO of any acquisition that involves the procurement of vehicles, regardless of dollar amount; and the acquisition of equipment valued at \$5,000.00 or more. The contractor shall follow FAR 52.245-1 Government Property for guidance to include instructions on disposition of property valued at \$5,000.00 or more.

- 5) Section C.12 SUBCONTRACT SUPPORT is deleted in its entirety and the following substituted in-lieu thereof:

#### **C.12 SUBCONTRACT SUPPORT**

In the event that specific tasks will be subcontracted to in-country technical support organizations or individual experts, the contractor's project manager shall establish a mechanism that (1) ensures that any subcontracted, in-country tasks are focused on specific objectives to be accomplished, (2) identifies problems with established schedules, costs and overall budget, (3) provides updates and impacts to the contractor spending plan, (4) ensures the quality of deliverables so that all information and data are accurate and complete and (5) shall provide a plan/procedure that ensures all foreign subcontractor support costs are contracted at a fair and reasonable price. All subcontract work and costs must be submitted to the NRC Contracting Officer's Representative for review before the subcontract is awarded. All subcontracting actions shall be in accordance with FAR 52.244-2 SUBCONTRACTS (OCT 2010) ALTERNATE I (JUNE 2007). The contractor shall obtain the COR and the CO prior written approval of any subcontract that requires: (1) the acquisition of vehicles, regardless of dollar value; (2) any construction work, including building remodeling, regardless of dollar amount; and (3) the acquisition of equipment valued at \$5,000.00 or more.

The contractor's project manager shall also review and approve any data, documentation, or reports generated by subcontracted tasks prior to inclusion in final contract deliverables to be provided to the NRC Contracting Officer's Representative.

## Excerpts from Federal Travel Regulations:

### §301-10.121 What classes of airline accommodations are available?

Airlines are constantly updating their offerings. However, for the purposes of this regulation, the classes of available air accommodations are identified and defined as follows:

(a) *Coach-class*. The basic class of accommodation by airlines that is normally the lowest fare offered regardless of airline terminology used. For reference purposes only, coach-class may also be referred to by airlines as "tourist class," "economy class," or as "single class" when the airline offers only one class of accommodations to all travelers.

(b) *Other than coach-class*. Any class of accommodations above coach-class, e.g., first-class or business-class.

(1) *First-class*. The highest class of accommodation offered by the airlines in terms of cost and amenities. This is generally termed "first-class" by airlines and reservation systems.

(2) *Business-class*. A class of accommodation offered by airlines that is higher than coach and lower than first-class, in both cost and amenities. This class of accommodation is generally referred to as "business, business elite, business first, world business, connoisseur, or envoy" depending on the airline.

**Note to §301-10.121:** If an airline flight has only two classes of accommodations available, i.e., two "cabins", with two distinctly different seating types (such as girth and pitch) and the front cabin is termed "business-class" or higher by the airline and the tickets are fare-coded as business-class, then the front of the cabin is deemed to be other than coach-class. Alternatively, if an airline flight has only two cabins available but equips both with one type of seating, (i.e., seating girth and pitch are the same in both cabins), and the seats in the front of the airplane are fare coded as full-fare economy class, and only restricted economy fares are available in the back of the aircraft, then the entire aircraft is to be classified as coach-class seating. In this second situation, qualifying for other than coach-class travel is not required to purchase a non-restricted economy fare seat in the front of the aircraft as the entire aircraft is considered "coach-class."

### §301-10.122 What class of airline accommodations must I use?

For official business travel, both domestic and international, you must use coach-class accommodations, except as provided under §§301-10.123 and 301-10.124.

### §301-10.123 When may I use other than coach-class airline accommodations?

Government travelers are required to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business when making official travel arrangements, and therefore, should consider the least expensive class of travel that meets their needs. You may use the lowest other than coach-class airline accommodations only when your agency specifically authorizes/approves such use as specified in paragraphs (a) and (b) of this section.

(a) Your agency may authorize/approve first class accommodations if any of the following apply:

(1) No coach-class accommodations are reasonably available. "Reasonably available" means available on an airline that is scheduled to leave within 24 hours of your proposed departure time, or scheduled to arrive within 24 hours of your proposed arrival time;

(2) When use of other than coach-class is necessary to accommodate a medical disability or other special need.



(i) A disability must be certified annually in a written statement by a competent medical authority. However, if the disability is a lifelong condition, then a one-time certification statement is required. Certification statements must include at a minimum:

- (A) A written statement by a competent medical authority stating that special accommodation is necessary;
- (B) An approximate duration of the special accommodation; and
- (C) A recommendation as to the suitable class of transportation accommodations based on the disability.

(ii) A special need must be certified annually in writing according to your agency's procedures. However, if the special need is a lifelong condition, then a one-time certification statement is required;

(iii) If you are authorized under §301-13.3(a) of this Subchapter to have an attendant accompany you, your agency may also authorize the attendant to use other than coach-class accommodations if you require the attendant's services en route;

(3) When exceptional security circumstances require other than coach-class airline accommodations. Exceptional security circumstances are determined by your agency and should only be authorized up to the minimum other than coach-class accommodation necessary. These circumstances include, but are not limited to:

- (i) Use of coach-class accommodations would endanger your life or Government property;
- (ii) You are an agent on protective detail and you are accompanying an individual authorized to use other than coach-class accommodations; or
- (iii) You are a courier or control officer accompanying controlled pouches or packages;

(4) When required because of agency mission, consistent with your agency's internal procedures pursuant to §301-70.102(i).

(b) Your agency may authorize/approve business-class accommodations if any of the following apply:

(1) When use of other than coach-class is necessary to accommodate a medical disability or other special need.

(i) A disability must be certified annually in a written statement by a competent medical authority. However, if the disability is a lifelong condition, then a one-time certification statement is required. Certification statements must include at a minimum:

- (A) A written statement by a competent medical authority stating that special accommodation is necessary;
- (B) An approximate duration of the special accommodation; and
- (C) A recommendation as to the suitable class of transportation accommodations based on the disability.

(ii) A special need must be certified annually in writing according to your agency's procedures. However, if the special need is a lifelong condition, then a one-time certification statement is required;

(iii) If you are authorized under §301-13.3(a) of this Subchapter to have an attendant accompany you, your agency may also authorize the attendant to use other than coach-class accommodations if you require the attendant's services en route;

(2) When exceptional security circumstances require other than coach-class airline accommodations. Exceptional security circumstances are determined by your agency and should only be authorized to the minimum other than coach-class accommodation necessary to meet the agency's mission. These circumstances include, but are not limited to:

- (i) Use of coach-class accommodations would endanger your life or Government property;
- (ii) You are an agent on protective detail and you are accompanying an individual authorized to use other than coach-class accommodations; or

- (iii) You are a courier or control officer accompanying controlled pouches or packages;
- (3) Coach-class accommodations on an authorized/approved foreign air carrier do not provide adequate sanitation or health standards;
- (4) Regularly scheduled flights between origin/destination points (including connecting points) provide only other than coach-class accommodations and you certify such on your voucher;
- (5) Your transportation costs are paid in full through agency acceptance of payment from a non-Federal source in accordance with of this Title;
- (6) Where the origin and/or destination are OCONUS, and the scheduled flight time, including stopovers and change of planes, is in excess of 14 hours, in accordance with §301-10.125;
- (7) The use results in an overall cost savings to the Government by avoiding additional subsistence costs, overtime, or lost productive time while awaiting coach-class accommodations;
- (8) No space is available in coach-class accommodations in time to accomplish the mission, which is urgent and cannot be postponed; or
- (9) When required because of agency mission, consistent with your agency's internal procedures pursuant to §301-70.102(i).

**Note 1 to §301-10.123:** You may upgrade to other than coach-class accommodations at your personal expense, including through redemption of frequent flyer benefits.

**Note 2 to §301-10.123:** Blanket authorization of other than coach-class transportation accommodations is prohibited and shall be authorized on an individual trip-by-trip basis, unless the traveler has an up-to-date documented disability or special need.

#### **§301-10.124 What are coach-class Seating Upgrade Programs?**

Sometimes these programs are called "Coach Elite," "Coach Plus," "Preferred Coach" or some other identifier. Under these airline programs, a passenger may obtain for a fee a more desirable seat choice within the coach-class cabin. These airline upgrade or preferred seat choices are generally available for an annual fee, at an airport kiosk or gate or as a frequent flier perk. These coach upgrade options are not considered a new or higher class of accommodation since the seating is still in the coach cabin. However, the use of these upgraded/preferred coach seating options is generally a traveler's personal choice and therefore is at the traveler's personal expense. An agency travel authorization approving official or his/her designee (e.g., supervisor of the traveler) may authorize and reimburse the additional seat choice fee according to internal agency policy (see 301-70.102(k)).

#### **§301-10.125 When may I use the 14-hour rule to travel other than coach-class (see §301-10.123(b)(6))?**

- (a) You may use the 14-hour rule to travel via other than coach-class when:
  - (1) The origin and/or destination are OCONUS; and
  - (2) The scheduled flight time, including non-overnight stopovers and change of planes, is in excess of 14 hours; and
  - (3) You are required to report to duty the following day or sooner.
- (b) Scheduled flight time is the flight time between the originating departure point and the ultimate arrival point including scheduled non-overnight time spent at airports during plane changes. Scheduled non-overnight time does not include time spent at the originating or ultimate arrival airports.

(c) If other than coach-class accommodation is authorized based on the 14-hour rule then you will not be eligible for a rest stop en route or a rest period upon arrival at your duty site, in accordance with internal agency procedures pursuant to §301-70.102(j).

### **Use of United States Flag Air Carriers**

#### **§301-10.131 What does United States mean?**

For purposes of the use of United States flag air carriers, "United States" means the 50 states, the District of Columbia, and the territories and possessions of the United States (49 U.S.C. 40102).

#### **§301-10.132 Who is required to use a U.S. flag air carrier?**

Anyone whose air travel is financed by U.S. Government funds, except as provided in §§301-10.135, 301-10.136, and 301-10.137.

#### **§301-10.133 What is a U.S. flag air carrier?**

An air carrier which holds a certificate under 49 U.S.C. 41102 but does not include a foreign air carrier operating under a permit.

#### **§301-10.134 What is U.S. flag air carrier service?**

U.S. flag air carrier service is service provided on an air carrier which holds a certificate under 49 U.S.C. 41102 and which service is authorized either by the carrier's certificate or by exemption or regulation. U.S. flag air carrier service also includes service provided under a code share agreement with a foreign air carrier in accordance with Title 14, Code of Federal Regulations when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.

#### **§301-10.135 When must I travel using U.S. flag air carrier service?**

You are required by 49 U.S.C. 40118, commonly referred to as the "Fly America Act," to use U.S. flag air carrier service for all air travel funded by the U.S. Government, except as provided in §§301-10.136 and 301-10.137 or when one of the following exceptions applies:

(a) Use of a foreign air carrier is determined to be a matter of necessity in accordance with §301-10.138; or

(b) The transportation is provided under a bilateral or multilateral air transportation agreement to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act.

(1) Information on bilateral or multilateral air transportation agreements impacting United States Government procured transportation can be accessed at <http://www.gsa.gov/openskies>; and

(2) If determined appropriate, GSA may periodically issue FTR Bulletins providing further guidance on bilateral or multilateral air transportation agreements impacting United States Government procured transportation. These bulletins may be accessed at <http://www.gsa.gov/bulletins>.

(c) You are an officer or employee of the Department of State, United States Information Agency, United States International Development Cooperation Agency, or the Arms Control Disarmament Agency, and your travel is paid with funds appropriated to one of these agencies, and your travel is between two places outside the United States; or

(d) No U.S. flag air carrier provides service on a particular leg of the route, in which case foreign air carrier service may be used, but only to or from the nearest interchange point on a usually traveled route to connect with U.S. flag air carrier service; or

(e) A U.S. flag air carrier involuntarily reroutes your travel on a foreign air carrier; or

(f) Service on a foreign air carrier would be three hours or less, and use of the U.S. flag air carrier would at least double your en route travel time; or

(g) When the costs of transportation are reimbursed in full by a third party, such as a foreign government, international agency, or other organization.

**§301-10.136 What exceptions to the Fly America Act requirements apply when I travel between the United States and another country?**

The exceptions are:

(a) If a U.S. flag air carrier offers nonstop or direct service (no aircraft change) from your origin to your destination, you must use the U.S. flag air carrier service unless such use would extend your travel time, including delay at origin, by 24 hours or more.

(b) If a U.S. flag air carrier does not offer nonstop or direct service (no aircraft change) between your origin and your destination, you must use a U.S. flag air carrier on every portion of the route where it provides service unless, when compared to using a foreign air carrier, such use would:

(1) Increase the number of aircraft changes you must make outside of the U.S. by 2 or more; or

(2) Extend your travel time by at least 6 hours or more; or

(3) Require a connecting time of 4 hours or more at an overseas interchange point.

**§301-10.137 What exceptions to the Fly America Act requirements apply when I travel solely outside the United States, and a U.S. flag air carrier provides service between my origin and my destination?**

You must always use a U.S. flag carrier for such travel, unless, when compared to using a foreign air carrier, such use would:

(a) Increase the number of aircraft changes you must make en route by 2 or more; or

(b) Extend your travel time by 6 hours or more; or

(c) Require a connecting time of 4 hours or more at an overseas interchange point.

**§301-10.138 In what circumstances is foreign air carrier service deemed a matter of necessity?**

(a) Foreign air carrier service is deemed a necessity when service by a U.S. flag air carrier is available, but

(1) Cannot provide the air transportation needed; or

(2) Will not accomplish the agency's mission.

(b) Necessity includes, but is not limited to, the following circumstances:

(1) When the agency determines that use of a foreign air carrier is necessary for medical reasons, including use of foreign air carrier service to reduce the number of connections and possible delays in the transportation of persons in need of medical treatment; or

(2) When use of a foreign air carrier is required to avoid an unreasonable risk to your safety and is approved by your agency (e.g., terrorist threats). Written approval of the use of foreign air carrier service based on an unreasonable risk to your safety must be approved by your agency on a case by case basis. An agency determination and approval of use of a foreign air carrier based on a threat against a U.S. flag air carrier must be supported by a travel advisory notice issued by the Federal Aviation Administration and the Department of State. An agency

determination and approval of use of a foreign air carrier based on a threat against Government employees or other travelers must be supported by evidence of the threat(s) that form the basis of the determination and approval; or

(3) When you cannot purchase a ticket in your authorized class of service on a U.S. flag air carrier, and a seat is available in your authorized class of service on a foreign air carrier.

**§301-10.139 May I travel by a foreign air carrier if the cost of my ticket is less than traveling by a U.S. flag air carrier?**

No. Foreign air carrier service may not be used solely based on the cost of your ticket.

**§301-10.140 May I use a foreign air carrier if the service is preferred by or more convenient for my agency or me?**

No. You must use U.S. flag air carrier service, unless you meet one of the exceptions in §301-10.135, 301-10.136, or 301-10.137 or unless foreign air carrier service is deemed a matter of necessity under §301-10.138.

**§301-10.141 Must I provide any special certification or documents if I use a foreign air carrier?**

Yes, you must provide a certification, as required in §301-10.142 and any other documents required by your agency. Your agency cannot pay your foreign air carrier fare if you do not provide the required certification.

**§301-10.142 What must the certification include?**

The certification must include:

- (a) Your name;
- (b) The dates that you traveled;
- (c) The origin and the destination of your travel;
- (d) A detailed itinerary of your travel, name of the air carrier and flight number for each leg of the trip; and
- (e) A statement explaining why you met one of the exceptions in §301-10.135, 301-10.136, or 301-10.137 or a copy of your agency's written approval that foreign air carrier service was deemed a matter of necessity in accordance with §301-10.138.