

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	RATING
2. AMENDMENT/MODIFICATION NO. A003		3. EFFECTIVE DATE 06/14/2017	4. REQUISITION/PURCHASE REQ. NO.
6. ISSUED BY OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM) PO BOX 9115, ROSSLYN STATION US DEPARTMENT OF STATE ARLINGTON, VA 22219		CODE LMAQM	5. PROJECT NO. (If applicable)
		7. ADMINISTERED BY (If other than Item 6) NAME Mikel Alderman TEL. 571-345-2373 EMAIL aldermanml@state.gov	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. SAQMMA16Q0152
		X	9B. DATED (SEE ITEM 11) 05/05/2017
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CONTACT	DUNS		
CODE	FACILITY CODE		

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 ACKNOWLEDGMENT 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)

**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:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 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 modification is to change the proposal due date to June 27, 2017 @ 5:00pm.

Except as provided herein, all terms and conditions of the document referenced in Item 9A 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) Mikel Alderman
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA By <i>Mikel L. Alderman</i> (Signature of Contracting Officer)	16C. DATE SIGNED

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Line Item Summary	Solicitation Number: SAQMMA16Q0152	Contract Number:	Title: Consular Systems Modernization (CSM)			Date of Solicitation: 06/14/2017
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost	
001	Base Year	0.00 <u>0.00</u> 0.00	LT			
	Doc Ref No:					
	Delivery Date				FOB:	
1001	Option Year 1	0.00 <u>0.00</u> 0.00	LT			
	Doc Ref No:					
	Delivery Date				FOB:	
2001	Option Year 2	0.00 <u>0.00</u> 0.00	LT			
	Doc Ref No:					
	Delivery Date				FOB:	
3001	Option Year 3	0.00 <u>0.00</u> 0.00	LT			
	Doc Ref No:					
	Delivery Date				FOB:	
4001	Option Year 4	0.00 <u>0.00</u> 0.00	LT			
	Doc Ref No:					
	Delivery Date				FOB:	
5001	Option Year 5	0.00 <u>0.00</u> 0.00	LT			
	Doc Ref No:					
	Delivery Date				FOB:	
6001	Option Year 6	0.00 <u>0.00</u> 0.00	LT			
	Doc Ref No:					
	Delivery Date				FOB:	
7001	Option Year 7	0.00 <u>0.00</u> 0.00	LT			
	Doc Ref No:					
	Delivery Date				FOB:	
8001	Option Year 8	0.00 <u>0.00</u> 0.00	LT			
	Doc Ref No:					
	Delivery Date				FOB:	
9001	Option Year 9	0.00 <u>0.00</u> 0.00	LT			
	Doc Ref No:					
	Delivery Date				FOB:	

The Contractor shall furnish all personnel, material, services, and facilities to support the ConsularOne initiative, which is intended to modernize and consolidate the operational environment under a common technology framework in order to better support the services provided to CA's customers, including passport and visa application; adjudication and issuance; emergency and non-emergency citizen services; crisis; and other consular services.

B.2 TYPE OF CONTRACT

- This is an indefinite-delivery, indefinite-quantity (IDIQ) contract, as defined in Federal Acquisition Regulation (FAR) 16.504 (Indefinite-Quantity Contracts).
- This contract is for non-commercial items. Specific tasks or work to be performed will be clearly identified at the task order level.
- The contract type(s) for an individual task order will be one or a combination identified in FAR part 16 (Types of Contracts), depending on one or more of the factors identified in FAR 16.104 (Factors in Selecting Contract Types).
- If a task order will be performance-based, as described in FAR subpart 37.6 (Performance-based Acquisition), its requirements will be conveyed and administered at the task order level.

B.3 MINIMUM AND MAXIMUM QUANTITIES

- The Government shall meet the contract minimum of **\$50,000** (inclusive of all direct costs, indirect costs, and profit/fee) through the issuance of task order(s) within the contract's period of performance.
- The maximum quantity for the contract's period of performance, including any extension(s), shall be any quantity or combination of supplies and services not exceeding **\$850,000,000** (inclusive of all direct costs, indirect costs, and profit/fee).

B.4 FIXED FULLY-LOADED HOURLY LABOR RATES

- a) This section applies to labor-hour arrangements (i.e., task orders or line items in a task order), the time portion of time-and-materials arrangements, and when negotiating the fixed price under fixed-price arrangements.
- b) See Section J, Exhibit H for the negotiated fixed fully-loaded hourly labor rates.
- c) The labor category description for each labor category identified above is located in Exhibit G - Labor Category Descriptions.
- d) The negotiated fixed fully-loaded hourly labor rates are in United States currency.
- e) The negotiated fixed fully-loaded hourly labor rates apply regardless of whether the individual performing the labor works (either as an employee or consultant) for the prime contractor or a subcontractor.
- f) The negotiated fixed fully-loaded hourly labor rates apply only to individuals who have legal status to work in the United States of America (e.g., United States citizens, United States resident aliens, and individuals with permits showing authorization to work in the United States).

- g) Each negotiated fixed fully-loaded hourly labor rate consists of an unloaded hourly labor rate, any labor-related direct costs (e.g., any direct fringe benefits, any direct bonuses), applicable indirect costs, and profit amount. It does not include any other costs.
- h) Any costs included in the negotiated fixed fully-loaded hourly labor rates shall not be charged elsewhere under this contract.
- i) The negotiated fixed fully-loaded hourly labor rates will also apply to any equitable adjustment resulting from any change to the task order requirement.
- j) The following describes the normal workweek for Contractor and subcontractor employees:
- A normal workweek falls within a consecutive seven-day period.
 - The negotiated fixed fully-loaded hourly labor rates apply to a normal workweek of 40 hours.
 - A normal workweek of 40 hours is based on performance of eight hours per day multiplied by five days per week.
 - A normal workweek of 40 hours applies to performance in the continental United States (CONUS). “CONUS” means the 48 contiguous states, Alaska, Hawaii, and the District of Columbia.
 - If the normal workweek for an individual task order differs from a 40-hour normal workweek, both parties will negotiate labor rates based on the normal workweek for the individual task order. Such negotiated rates will apply only to that task order, unless additionally negotiated into the contract.
- k) The negotiated fixed fully-loaded hourly labor rates apply only to the labor categories specified in Section J's, Exhibit G. Any additional labor categories will be specified and their associated labor rates will be negotiated at the task order level. Additional labor categories and associated labor rates negotiated for an individual task order will apply only to that task order, unless additionally negotiated into the contract.
- l) For labor-hour arrangements and the time portion of time-and-materials arrangements, the Government will pay the negotiated fixed fully-loaded hourly labor rates multiplied by the respective actual incurred hours that the Contracting Officer determines allowable, pursuant to FAR 52.232-7(a)(2) (Payments under Time-and-Materials and Labor-Hour Contracts).
- m) For labor-hour arrangements and the time portion of time-and-materials arrangements, the Government will pay the negotiated fixed fully-loaded hourly labor rate for only performed labor that meets the labor qualifications specified in the contract and/or individual task order, pursuant to FAR 52.232-7(a)(3) (Payments under Time-and-Materials and Labor-Hour Contracts).
- n) For labor-hour arrangements and the time portion of time-and-materials arrangements, the Government will pay the negotiated fixed fully-loaded hourly labor rate minus ____% attributable to profit for those hours the Contractor incurs when replacing or correcting services or materials [reference FAR 52.246-6(f) (Inspection – Time-and-Material and Labor-Hour)].
- o) For direct labor costs under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Government will pay the actual incurred unloaded hourly labor rates multiplied by the respective actual incurred hours, subject to the Contracting Officer's allowability determination, pursuant to FAR 31.201-2 (Determining Allowability).
- p) Government payment of indirect costs under cost-reimbursement arrangements, materials portion of time-

and-materials arrangements, and progress payments based on costs under fixed-price arrangements is described in Sections B.5 and B.6.

B.5 PROVISIONAL BILLING INDIRECT COST RATES

a) This section applies to cost-reimbursement arrangements (i.e., task orders or line items in a task order), materials portion of time-and-materials arrangements, and any progress payments based on costs under fixed-price arrangements.

b) The following table displays the negotiated provisional billing indirect cost rates:

Indirect Cost Rate Description	Negotiated Provisional Billing Indirect Cost Rate	Allocation Base	Contractor Fiscal Year Period

c) The Contractor may recover, if consistent with FAR subpart 31.2 and the Contractor’s established (or disclosed, if contract is Cost Accounting Standards-covered) cost accounting practices, allowable indirect costs.

d) Only the Contractor’s indirect cost rates are identified above.

e) The Contractor shall be reimbursed:

- Only the indirect cost rate descriptions identified in the table unless prior written approval was obtained by the Contractor’s cognizant Federal agency official (CFAO); and
- At the negotiated provisional billing indirect cost rates until revised billing indirect cost rates or final indirect cost rates have been established by the Contractor’s CFAO.

f) After any additional (other than just a name change) indirect cost rate description has been approved in writing by the Contractor’s CFAO, negotiation of provisional billing indirect cost rates and establishment of ceiling indirect cost rates associated with such description will occur after the CFAO has issued his prior written approval of such description. In such a case, the ceiling indirect cost rates shall not exceed 10% of the respective provisional billing indirect cost rates (e.g. provisional rate of 5.0%, ceiling rate shall not exceed 5.5%).

g) If any revised billing indirect cost rate or final indirect cost rate(s) established by the Contractor’s CFAO exceeds this contract’s respective ceiling indirect cost rate (see Section B.6), the Contractor shall be reimbursed at the contract’s ceiling indirect cost rate.

h) The Contractor shall make no change to its established method of classifying or allocating indirect costs without the prior written approval of the Contractor’s CFAO.

i) The Contractor’s fiscal year period is the period used by the Contractor for cost accounting purposes.

B.6 CEILING INDIRECT COST RATES

a) This section applies to cost-reimbursement arrangements (i.e., task orders or line items in a task order), materials portion of time-and-materials arrangements, and any progress payments based on costs under fixed-price arrangements.

b) The following table displays the negotiated ceiling indirect cost rates:

Indirect Cost Rate Description	Negotiated Ceiling Indirect Cost Rate	Allocation Base	Contractor Fiscal Year Period

c) The negotiated ceiling indirect cost rates will be compared to the respective established final indirect cost rates, and the Government shall pay the lesser of the negotiated ceiling indirect cost rates and the respective established final indirect cost rates. See Section B.5(g) for the other usage of the negotiated ceiling indirect cost rates.

d) If the Government uses the quick-closeout procedure provided in FAR 52.216-7 (Allowable Cost and Payment), the Government will not pay indirect cost rates that exceed the respective negotiated ceiling indirect cost rates.

B.7 TRAVEL

a) Travel under this contract is defined as Contractor air and ground transportation, lodging, and meals and incidental expenses (M&IE).

b) Except as otherwise provided herein, the Contractor shall be paid its allowable travel costs in accordance with FAR 31.205-46 (Travel Costs).

c) Travel costs are authorized for travel beyond a 50-miles' radius of the Contractor employee's local place of performance (official duty station) whenever work is required to be accomplished at a remote work site.

d) Local travel shall be processed as follows: CA/CST does not intend to pay for local travel between the Contractor site and Government site. The only allowable travel should be Government-directed travel that would exceed a 50-mile radius (i.e. TDY)

e) No travel costs (or associated labor time during travel) shall be allowable for regular commuting or telecommuting beyond (or within) a 50-miles' radius of the Contractor's local place of performance (official duty station).

f) Costs when using a privately owned vehicle (POV) for official travel are allowable provided that such costs do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train). Reasonable associated costs, such as tolls and parking fees, are also generally allowable.

g) When traveling in a POV for official travel, the Contractor shall be paid mileage costs at a rate that does not exceed the POV mileage rate established by the Internal Revenue Service.

h) Costs for car rentals for official travel are allowable pursuant to the following:

- Such rentals are consistent with good business practice;
- Such costs do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train); and
- Such costs do not exceed the actual cost of renting a compact automobile (maximum of one automobile for

four Contractor personnel), unless extenuating circumstances (e.g., excess baggage) require other arrangements and Contracting Officer approval is obtained.

Reasonable associated costs, such as tolls and parking fees, are also generally allowable.

i) The Government will pay the Contractor, under the applicable labor category CLIN(s), for each Contractor employee's travel time to or from authorized work locations as long as the following are met:

- Payment of travel time described herein is in accordance with the Contractor's established travel policy.
- Travel time begins no earlier than two (2) hours prior to the scheduled departure time and concludes upon arrival to the initial destination point (e.g., airport) at the place of performance.
- The Government will not pay for a Contractor employee's time spent in layovers that are for the convenience of the Contractor employee or Contractor.
- The Government will not pay more than eight (8) hours per day per Contractor employee for travel time.
- The Government will not pay for a Contractor employee's travel time that is outside the employee's regular working hours.
- The Government will not pay for a Contractor employee more than the number of hours in the employee's normal workweek. "Number of hours" includes productive time hours, travel time hours, and paid time off hours (e.g., sick, vacation, holiday).
- "Productive time hours" consist of hours that, other than travel time hours, directly benefit the contract.
- Exceptions must be authorized in advance and in writing by the Contracting Officer.

j) Costs for travel that has been modified or cancelled are not allowable unless such modification or cancellation was caused by the Government or otherwise beyond the control of the Contractor.

B.8 OVERTIME

a) The Contractor agrees to perform this contract, so far as practicable, without using overtime, particularly as a regular employment practice, except when lower overall costs to the Government will result or when it is necessary to meet urgent program needs [reference FAR 22.103-2 (Overtime – Policy)].

b) Overtime is defined as time worked in excess of the number of hours in a normal workweek.

c) "Number of hours" includes productive time hours, travel time hours, and paid time off hours (e.g., sick, vacation, holiday).

d) "Productive time hours" consist of hours that, other than travel time hours, directly benefit the contract.

e) "Travel time hours" consist of hours spent by the employee traveling to or from authorized work locations. See Section B.7(i) for further information.

f) A normal workweek is defined in Section B.4(j).

g) For fixed-price arrangements (i.e., task orders or line items in a task order), the Government will not pay for overtime.

h) The following applies to cost-reimbursement arrangements and the materials portion of time-and-materials arrangements (task orders or line items in a task order):

1. Government payment for overtime must be authorized in advance of any Contractor employee's performance of overtime and in writing by the Contracting Officer when the Contractor requests an overtime premium cost that exceeds \$0.00. Such request shall be submitted in writing to the Contracting Officer and shall address each item under FAR 52.222-2(b) (Payment for Overtime Premiums).
2. Evidence showing the Contracting Officer's approval shall be sent with each invoice on which overtime containing a premium cost that exceeds \$0.00 is being billed.
3. Advance Government authorization for any Contractor employee's performance of overtime is not required when the overtime premium cost does not exceed \$0.00.
4. Unless advance authorization has been granted pursuant to Section B.8(h)(1), any Government payment for Contractor employee overtime will be made at the actual incurred straight-time hourly labor rate that the Contractor pays the Contractor employee and determined allowable by the Contracting Officer, pursuant to FAR 31.201-2 (Determining Allowability).
5. Government payment for overtime must not conflict with any Contractor uncompensated overtime policy or practice. If the Contractor has such a policy or practice, the Government will not compensate the Contractor for overtime costs in accordance with such policy or practice.

Each Contractor's employee's performance of overtime must be authorized in advance and in writing by the Contracting Officer's Representative (COR).

i) The following applies to labor-hour arrangements and the time portion of time-and-materials arrangements (task orders or line items in a task order):

- Government payment for overtime will be made at the fixed fully-loaded hourly labor rates negotiated in the contract or task order [if no such rate(s) is in the contract]. However, Government payment of overtime will be made only if the Contractor compensates the Contractor employee for the employee's overtime performance. Contractor payment for each overtime hour shall be, at a minimum, at the regular hourly labor rate that the employee actually receives for normal workweek performance, and, if applicable, at the overtime premium that the employee actually receives for overtime performance.
- Each Contractor employee's performance of overtime must be authorized in advance and in writing by the Contracting Officer's Representative (COR).

B.9 NOT-TO-EXCEED (NTE) PROFIT PERCENTAGES

a) In order to avoid the cost-plus-a-percentage-of-cost system of contracting [see FAR 16.102(c)], this section applies only prior to task order performance or prior to any modification performance. Thus, the percentages negotiated herein (or discounts to such percentages) shall be applied only to proposed/estimated costs and never to actual incurred costs.

b) This section applies when profit is an applicable element (e.g., under fixed-price, labor-hour, and time portion of time-and-materials arrangements) and when:

- proposing and negotiating new cost elements (e.g., new labor categories and other direct costs) in the contract or task order; and/or
- changes (i.e., additions and/or deletions) in negotiated contract or task order pricing occur.

c) Examples of this section's applicability are when proposing and negotiating:

- fully-loaded hourly labor rates for labor categories not already identified in the contract or task order;
- fixed-price task orders;
- fixed-price line items in a task order; and/or
- equitable adjustments under fixed-price task orders or line items in a task order.

d) The following are the negotiated NTE profit percentage(s):

Base Year:

Option Year 1:

Option Year 2:

Option Year 3:

Option Year 4:

Option Year 5:

Option Year 6:

Option Year 7:

Option Year 8:

Option Year 9:

Six-Month Option to Extend (see FAR 52.217-8):

B.10 NOT-TO-EXCEED (NTE) FEE PERCENTAGES

a) In order to avoid the cost-plus-a-percentage-of-cost system of contracting [see FAR 16.102(c)], this section applies only prior to task order performance or prior to any modification performance. Thus, the percentages negotiated herein (or discounts to such percentages) shall be applied only to proposed/estimated costs and never to actual incurred costs.

b) This section applies when fee is an applicable element and when:

- proposing and negotiating cost elements already identified in the contract (e.g., existing labor categories and other direct costs);
- proposing and negotiating new cost elements (e.g., new labor categories and other direct costs) in a task order; and/or
- changes (i.e., additions and/or deletions) in negotiated task order pricing occur.

c) Examples of this section's applicability are when proposing and negotiating:

- cost-plus-fixed-fee and cost-plus-award-fee task orders;
- cost-plus-fixed-fee and cost-plus-award-fee line items in a task order; and/or
- equitable adjustments under cost-plus-fixed-fee and cost-plus-award-fee task orders or line items in a task order.

Note: For cost-plus-award-fee task orders or line items in a task order, the percentages negotiated herein (or dis-

counts to such percentages) shall apply to the proposed award fee, not the base fee.

d) The following are the negotiated NTE fee percentage(s):

Base Year:

Option Year 1:

Option Year 2:

Option Year 3:

Option Year 4:

Option Year 5:

Option Year 6:

Option Year 7:

Option Year 8:

Option Year 9:

Six-Month Option to Extend (see FAR 52.217-8):

B.11 FIXED FEE

a) This section applies to cost-plus-fixed-fee task orders or cost-plus-fixed-fee line items in a task order.

b) If, pursuant to FAR 16.306(a) (Cost-Plus-Fixed-Fee Contracts), changes in the work to be performed under the task order or cost-plus-fixed-fee line item(s) occur [pursuant to FAR 52.243-2 (Changes – Cost-Reimbursement)], the Government and Contractor will adjust the negotiated fixed fee by multiplying the fee percentage in the task order to the sum of the new estimated direct costs and applicable indirect costs.

In such a case, applicable indirect costs will be calculated by multiplying the negotiated applicable provisional billing indirect cost rates (or established revised billing rates or final indirect cost rates, subject to negotiated ceiling indirect cost rates – see Sections B.5 and B.6) by the new estimated costs whose elements are included in the respective allocation bases identified in Sections B.5 and B.6.

c) The negotiated fixed fee for each performance period will be paid in monthly installments by dividing the negotiated fixed fee for the performance period by the number of months in the performance period, minus the applicable withholding of a fixed fee reserve pursuant to FAR 52.216-8(b) (Fixed Fee).

However, full monthly payment is contingent upon the Contractor meeting the acceptable quality levels, measurable performance standards, or otherwise minimum task order requirements for the invoice period [reference FAR 16.306(d)(1) (Cost-Plus-Fixed-Fee Contracts)].

d) If the Contractor has not met the acceptable quality levels, measurable performance standards, or otherwise minimum task order requirements for the invoice period, the Contractor will receive a pro-rata share of the monthly amount of the negotiated fixed fee for the month's requirements to which the Contractor has met the acceptable quality levels, measurable performance standards, or otherwise minimum task order requirements for the invoice period.

e) Any withheld fixed fee resulting from the Contractor not meeting the acceptable quality levels, measurable performance standards, or otherwise minimum task order requirements for the invoice period will be released to the Contractor when the Contractor completes the requirement(s). Commencement of such completion is predicated on the Government requiring the Contractor to perform the services again in conformity with task order requirements. FAR 52.246-5 (Inspection of Services – Cost-Reimbursement) provides additional information.

f) The Contracting Officer is the ultimate Government authority in determining whether the Contractor has met the acceptable quality levels, measurable performance standards, or otherwise minimum task order requirements for the invoice period. Prior to making his determination, the Contracting Officer will consider input from the Contracting Officer's Representative.

g) "Total fixed fee," as defined in FAR 52.216-8(b) (Fixed Fee), means "the fixed fee cumulative of all performance periods in the task order."

The task order will identify the total fixed fee, and the Contractor will be responsible for subtracting the appropriate amount on each invoice. The appropriate amount is the withheld amount (15% of the total fixed fee or \$100,000, whichever is less) divided by the number of months in the task order period of performance, including option periods [reference FAR 52.216-8(b) (Fixed Fee)].

B.12 SELECTED COST/PRICE-RELATED LAWS

This contract is not subject to the Service Contract Labor Standards statute (41 U.S.C. Chapter 67), because the principal purpose of the contract is not to furnish services in the United States through the use of service employees.

The Truthful Cost or Pricing Data statute (41 U.S.C. Chapter 35) did not apply for award of this contract. The Government did not require and rely upon certified cost or pricing data, as described in FAR subpart 15.4, for award of the contract because adequate price competition had been obtained. Instead, where applicable, the Government required and relied upon data other than certified cost or pricing data.

However, the Truthful Cost or Pricing Data statute may apply during contract performance when the Government contemplates an action for which an exception to the Contractor providing certified cost or pricing data does not apply (e.g., when negotiating a price estimated to exceed the certified cost or pricing data threshold for a new task order, modification of a task order, or modification of the contract based on rate/cost/price information not previously negotiated in the contract or task order).

Pursuant to FAR 15.403-4(a)(1), the "threshold specified in the contract" for requiring the Contractor to provide certified cost or pricing data, when applicable, during contract performance is the threshold identified in the FAR edition effective at the time of the Government requiring the Contractor to provide certified cost or pricing data.

B.13 ADVANCE UNDERSTANDING

At the task order level, when payment is made based on actual hours or costs incurred (e.g., cost-reimbursement arrangements, time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Government will not reimburse costs for cost elements for which there were no estimated costs. Any exceptions must be issued by the Contracting Officer.

Where indirect cost rates are negotiated in the contract, such information will be used in each resulting task order according to the Contractor's fiscal year period.

Where labor rates, profit percentages, and fee percentages are negotiated in the contract, such information will be used accordingly in each resulting task order according to the contract's period of performance.

For example, if the contract's base period is August 1, 2017 through July 31, 2018, and a task order's base peri-

od is January 1, 2018 through December 31, 2018, the contract's base period's pricing information will be used in the task order from January 1, 2018 through July 31, 2018, and the contract's option period one pricing information will be used for the remainder of the task order's base period (from August 1, 2018 through December 31, 2018). However, with respect to labor rates, the parties may agree instead to using, for a given task order period, the fixed fully-loaded hourly labor rate from either contract period, but such rate shall not exceed both respective contract periods' fixed fully-loaded hourly labor rates.

If any task order period of performance exceeds the expiration date of the contract, the Government will pay the rates, prices, and percentages negotiated in the task order for the task order period of performance.

Section C- Descriptions/Specifications/Statement of Work

C.1 PURPOSE AND OBJECTIVES

The main objective of the Consular Systems Modernization contract is to provide the services and technology required to support the ConsularOne program, which will significantly shift how consular services will be delivered globally in the following ways:

- Promoting a self-service approach for customers through a user-friendly web site;
- Facilitating a digital paperless workflow through an online application process;
- Creating a user-friendly interface providing a common look and feel to all functions for customers and users;
- Integrating information needed to make confident, well-informed decisions; and
- Providing the ability to adjust and scale operations reliably, and efficiently.

C.2 BACKGROUND

The mission of the U.S. Department of State (“DOS”, “State”, or “the Department”) is to shape and sustain a peaceful, prosperous, just, and democratic world and foster conditions for stability and progress for the benefit of the American people and people everywhere. The Department’s Bureau of Consular Affairs (CA) is charged with protecting and assisting U.S. citizens abroad, issuing passports to U.S. Citizens, and issuing immigrant and non-immigrant visas to foreign nationals according to the laws of the U.S. Government. To achieve this mission, CA actively pursues business, technology, and management enhancements and improvements.

The Office of Consular Systems and Technology (CST) is tasked with providing CA's mission critical information technology (IT) resources to support 300+ Consular locations including approximately 230 overseas posts, 29 domestic Passport agencies, 2 domestic Visa processing centers, and an array of information, book/card print, passport centers, DOS annexes, and contractor sites. CST supports approximately 10,000 worldwide clients, in over 300 locations, to include 1,200 CA customers at various locations in the National Capitol Region (NCR) (See **Exhibit B**, Worldwide Consular Locations).

CA/CST examined the efficiency of the services it provides to its customers and how technology can better support those services. The result of the examination was the recognition of an opportunity to modernize and consolidate the functionality contained within the existing suite of systems under a new technology framework.

CA established a strategic initiative called ConsularOne to implement the new technology framework and the online services. The ConsularOne initiative is intended to modernize and consolidate the operational environment under a common technology framework to better support the services provided to CA’s customers (United States citizens and non-citizens living domestically and abroad).

As an investment, ConsularOne is intended to meet the following goals:

- Alignment with CA’s desired business processes;
- Consistent, accurate, and real-time information access for CA personnel;
- Lower operational total cost of ownership and complexity as compared to the existing environment;
- Increased flexibility and scalability in meeting new and changing requirements;

- Utilization of a common and intuitive user interface;
- Support of paperless processing to the extent feasible;
- Reduction of redundant data entry and other administrative burdens;
- Improved quality, efficiency, and timeliness of services;
- Support of the collection and analysis of performance metrics;
- Increased mobile accessibility;
- Improved integration with external databases;
- Increased opportunity for greater accountability by improving process integrity and internal controls.

ConsularOne is envisioned as the means through which CA will modernize its tools and technology to provide capabilities for its business services (e.g., passports, visas, repatriation loans, travel alerts). It is anticipated that ConsularOne must be able to exchange data with current operational systems, while transitioning to the new capabilities. As new ConsularOne capabilities are designed and developed, the ConsularOne team will work with stakeholders, such as business area Subject Matter Experts (SME), to ensure a robust system is deployed that meets CA's needs.

ConsularOne capabilities will incorporate all CA processes and services including

- Passports (application processing, adjudication and issuance)
- Visas (application processing, adjudication and issuance)
- Overseas Citizens Services (emergency services, child and family matters, and safety and security messaging)
- Internal CA Business Support Services

Most of the capabilities will be web-based, enabling access via the DoS wide-area network and the public Internet. Some capabilities will need to be integrated with other Government systems.

There are five (5) communities using the ConsularOne system:

- **Customers** – General public using ConsularOne services through a Web interface or mobile application via the Internet;
- **Third Party Customers** – Persons requesting or receiving services on behalf of someone else, often designated as third party entities, e.g., beneficiaries, representatives of commercial organizations who coordinate services on behalf of individuals;
- **Users** – DoS employees and contractors who use ConsularOne services through an interface on the DoS network;
- **External Users** – Non-DoS government employees and contractors accessing ConsularOne through an interface via Internet or a VPN from their location to the DoS; and
- **System** – A system is any machine or technology providing a benefit or service to customers, users or another system.

See **Exhibit A**, figure 1 - ConsularOne To-Be Vision depicts the conceptual diagram of the future state ConsularOne, showing various transaction types, interfaces, services and functions.

The first two projects in the ConsularOne program are currently underway. The Siebel Public Sector Customer Relationship Management (CRM) product has been incorporated as a part of the core technology. The first capability in the ConsularOne Program to be deployed is Online Passport Renewal (OPR). The second capability to be deployed in the ConsularOne program will be the Electronic Consular Report of Birth Abroad (eCRBA), which will provide the ability to support online submission and end-to end processing of a Consular Report of Birth Abroad (CRBA). Siebel provides customer case management functionality for these capabilities. These projects are planned for deployment in the first quarter of 2018. OPR and eCRBA are being built using the modernized ConsularOne technology platform.

CA has adopted a tailored Scaled Agile Framework methodology that enables incremental development, testing, and implementation of ConsularOne capabilities. Based upon Lean/Agile principles and Scaled Agile Inc.'s SAFe®, CST's tailored approach supports value-driven, iterative, and incremental capabilities development for large-scale system development. This approach will employ processes and practices to support multiple agile development teams and releases to enable continue delivery of value to CA users and customers. Work to be done will be captured and prioritized by CA needs within the ConsularOne program backlog as defined by capabilities, features, and user stories and allocated to releases, program increments, and sprints.

See **Exhibit A**, figure 2 - ConsularOne Program Incremental Deployment Methodology illustrates the overall approach and lays out a notional deployment methodology for the program.

The ConsularOne Project Allocation Executive View (**Exhibit C**) depicts the project allocation sequence. It presents an initial view of the allocation of business processes and technical capabilities, putting them into logical grouping and sequence for transition to ConsularOne. This view presents the three areas of impact to consider when allocating the functionality across the ConsularOne program: Business Processes, New Technical Capabilities, and Legacy System Impact. Each column, or group, represents a set of business processes that will transition into the ConsularOne environment, the new technical capabilities needed to enable and modernize the business processes, and the legacy systems that support the as-is business processes. Assessment of impact across all three layers will be required to minimize the disruption to business processes and the systems that support them. The OPR project serves as the baseline group. All subsequent groups build on or add to the business processes and technical capabilities deployed in the baseline.

The Project Allocation Executive View is provided as background information to improve the understanding of the scope, boundaries, and interdependencies of the ConsularOne program and the strategic planning behind the deployment of capabilities. The ConsularOne Project Schedule (**Exhibit D**) shows the schedule of releases for the transition of business processes.

See **Exhibit A**, figure 3 - ConsularOne Software Component View shows the ConsularOne Software Component View.

This view includes components for the first two capability projects (OPR and eCRBA). It depicts the four conceptual architecture layers – Presentation, Business, Application, and Data—and places the key ConsularOne software components within each of those layers. Given the importance of the Siebel Public Sector CRM in the ConsularOne target architecture, an attempt has been made to identify the key CRM components and map them to the architecture layers they support. As new capabilities are designed and deployed, this view will change.

C.3 SCOPE OF SERVICES

CA/CST requires the Contractor to design, develop, and maintain consular systems providing business capabilities for the ConsularOne program and other system modernization efforts. The work is aided by the contractor

providing program, project and integration activities to support the needs of the program.

C.4 SPECIFIC TASKS

This section describes the tasks for the Consular Systems Modernization that will be issued pursuant to specific Task Orders.

TASK 1: TASK ORDER MANAGEMENT

- Subtask 1: Program Management
- Subtask 2: Transition In
- Subtask 3: Transition Out

TASK 2: CONSULAR SYSTEMS CAPABILITY PROJECT

TASK 3: IT OPERATIONS AND MAINTENANCE (O&M)

- Subtask 1: Operations and Maintenance Support
- Subtask 2: Tier III and IV Support
- Subtask 3: Security

TASK 4: INTEGRATION SERVICES

- Subtask 1: Integration Engineering
- Subtask 2: Integrated Schedule Management
- Subtask 3: Risk Management
- Subtask 4: Requirements Management
- Subtask 5: Release Planning
- Subtask 6: Release and Migration Strategy Development
- Subtask 7: Integration Testing
- Subtask 8: System Design
- Subtask 9: System Performance Modeling and Simulation
- Subtask 10: Data Strategy and Mitigation
- Subtask 11: COTs Product Identification and Acquisition
- Subtask 12: Other Program Integration Support as Needed

C.4.1 TASK 1: TASK ORDER MANAGEMENT

The Contractor shall be responsible for the effective management and administration of all efforts performed under this IDIQ.

The Contractor shall be responsible for ensuring that all work activities are performed in a timely, efficient and cost effective manner while maintaining the highest quality of performance.

The Contractor shall institute and maintain an effective, efficient and responsive management organization that shall provide administrative support for all tasks under this Task Order (TO). Additionally, the Contractor shall oversee all contracted personnel and subcontracted resources used in the performance of this TO.

Subtask 1: Program Management

The Contractor shall be responsible for program control and management for this effort. In this role, the Contractor will perform the following tasks:

- Resource Management
 - Manage the Contractor's personnel and staffing (including development, training, maintenance of staff clearance and evaluation)
 - Allocate and schedule the Contractor's resources
 - Provide a technically proficient and professionally capable staff that is established and maintained throughout the life of the contract
 - Minimize personnel turnover and motivate individuals to achieve excellent performance
 - Provide seamless phase-in of contractor personnel without interruption
 - Identify all resources used for performance of work under the contract and clearly define their role
 - Identify all subcontractor(s) used for performance of work under the contract and effectively manage their work
- Cost Management
- Quality Management
 - Identify and implement process improvements on a continuous basis in an effort to improve both the timeliness and quality of the Contractor's work products
 - Manage quality effectively and in accordance with the Contractor's Quality Control Plan (QCP)
 - Bring to the Government's attention possible new approaches, ideas, methods, or technologies
- Risk Management
 - Ensure risks that may impact the Contractor's performance are identified, assessed and managed
 - Resolve issues while minimizing the impact on schedule, scope, and cost of affected contract tasks
- Schedule Management
 - Deliver reliable, effective, and efficient services on time
 - Resolve problems with minimal disruption to the activities being performed under the contract
- Scope Management
 - Support the establishment of priorities to meet the needs of the CA user community
- Communication Management
 - Coordinate and communicate with Government management and technical resources
 - Report on task/project/program status
 - Report on contract performance
 - Work cooperatively with other contractors, stakeholders and Government personnel and management;

- Provide feedback and reporting on performance in all areas of contract performance
- Document lessons learned that may enhance or streamline future program activities

Program Management Plan (Deliverable)

The Contractor shall develop and maintain a comprehensive Program Management Plan (PMP) describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements throughout contract execution. The PMP shall provide a detailed narrative defining ongoing services to be provided in quantitative and qualitative terms while at the same time providing descriptive instructions on how to achieve/complete specific operational functions. The PMP is a living document and can be changed in response to innovative performance improvements.

The PMP shall detail the roles/responsibilities of the “provider” (Contractor) and the “client” (U.S. Government), clearly defining and describing where (when applicable) one provides a service to another. The PMP should utilize a combination of text and diagrams to clearly illustrate processes. A joint Government and Contractor annual review of the PMP will be conducted 60 to 90 days prior to exercising any contract option year to determine if the plan remains valid or requires updates. This meeting will be coordinated with the COR. Final approval will be done by the COR.

The Contractor shall base the PMP on Service Strategy and Portfolio Management (SSPM) Program Control Processes/Requirements such as the Software Development Life Cycle (SDLC) and Project Management guidelines. These requirements have been developed to aid CST management to oversee all current and future programs and projects that support CST’s Enterprise Architecture.

At a minimum, the PMP shall address the following:

- Program Goals
- Program Scope
- Management Strategy
- Assumptions and Dependencies
- Stakeholders
- Security
- Deliverables
- Schedule / Work Breakdown Structure (WBS)
- Risk and Issue Management
- Configuration Management Plan
- Communications Management Plan
- Program Activities Management Plan
- Program Organization Plan (includes Staffing Plan)
- Service Level Agreements (SLAs)
- Compliance with all aspects of Certification and Accreditation (C&A) and Authority to Operate requirements
- Management of Government Furnished Equipment

Subtask 2: Transition In

The Contractor shall develop a Transition-In Plan to describe how it will perform and manage the transition-in activities required to successfully begin the tasks identified in this PWS. The requirement for a transition-in plan and associated transition period will be specified in individual task orders.

Subtask 3: Transition Out

The Contractor shall conduct an orderly and efficient transition to the successor Contractor. The Contractor shall cooperate and negotiate with its successor to develop a comprehensive Transition-Out Plan for phase-out services; and provide sufficient experienced personnel during the phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency while fully supporting transition, knowledge services, and provide artifacts, such as electronic and physical files, to successor Contractors. The Transition-Out period shall commence 180 calendar days before the end of this contract's period of performance.

C.4.2 TASK 2: CONSULAR SYSTEMS CAPABILITY PROJECTS

This section provides high-level descriptions for each business capability project. The Contractor will be responsible for implementation and development activities of business capability projects. In this context, implementation involves the configuration of COTS products and the development of custom code where needed. It is expected that COTS products will satisfy 75% of the capability requirements and 25% will require custom development.

CST uses a Scaled Agile Framework running three-month program increments composed of a planning sprint, two-week development sprints, and an inspect and adapt sprint to guide Government oversight activities and software development. The Contractor shall employ the Scaled Agile Framework for all work performed under the task including the development of artifacts related to all agile ceremonies and gates.

The Contractor shall adhere to CST application coding standards intended to assist in creating code that is free of critical quality defects and is highly maintainable.

CST will employ a Software Code Review process by which it will analyze all source code by measuring application level code quality and code assurance across the portfolio of COTS configurations and custom developed software. CST will also employ Software Code Quality (SCQ), an analysis that will evaluate application risk around robustness (stability, resiliency), performance, architectural security, transferability, system maintainability (sustainment) and changeability of applications as they evolve. These measurements are based upon industry best practices and standards related to complexity, programming practices, architecture, database access and documentation. They are derived from standards bodies such as the International Organization for Standardization (ISO), Software Engineering Institute (SEI), Object Management Group (OMG) and the National Institute of Standards and Technology among others.

CST will leverage static code analysis tools, including CAST Software's Application Analytics and Engineering Dashboards with quality as its main focus to expose quality defects and ensure that code complies with established code quality metrics across all source language components that comprise the complete deployable software modules delivered under this base IDIQ and associated task orders issued thereunder.

Business capability projects include, but are not limited to:

- Project 3: Finance and Resource Management
 - Modernization of technologies and processes associated with the finance and resource management activ-

ities of CA.

- Project 4: Citizen Services Initial Operating Capability
 - Modernization of technologies and implement new processes associated with:
 - Passport printing and quality control
 - Online service requests for all passport applications
 - Physical document management
 - Travel information and enrollment
 - Consular crisis management
 - Financial assistance services for citizens (e.g. loans and trusts to citizens overseas)
 - Citizenship claims
 - Citizen exception processing
- Project 5: Citizen, Non-Citizen, and Cross-Cutting Services, which includes:
 - Modernization of technologies and implementation of new processes associated with non-citizen services including:
 - Online visa service request
 - Visa intake, ingest, and cashiering
 - Visa pre-process review
 - Visa adjudication
 - Visa issuance
 - Visa unique functions
 - Modernization of technologies and implementation of new processes associated with citizen services including:
 - Emergency passport and remote processing
 - Loss of nationality and administrative review
 - Children's issues for international parental child abduction and prevention
 - Non-adjudicated services and case management
 - Children's issues for inter-country adoption
 - Modernization of technologies and implementation of new processes associated crosscutting services such as:
 - Cross domain communication
 - Correspondence tracking and general inquiry management
 - Fraud risk management
 - Fraud case assessment
 - Policy and legislation tracking
- Project 6: Citizen Services (Full Operating Capability), which includes:
 - Modernization of technologies and implementation of new processes associated with:

- Record services
- Passport acceptance facilities
- Document authentication services
- Paper processes for specialized, complex, or emergency services in passport processing
- Line and lobby management
- Managing couriers
- Tracking Visa requirements
- Managing entitlements

Other projects as specified. Work may be identified by system, application or application component. The Contractor shall provide software analysis, design and development support for new work that may be required during the life of the contract to support CA processes. Work may be required as a result of initiatives with other agencies, increased data sharing and data gathering with the general public, migration of consular automated systems to new development and/or operating platforms and maintaining alignment with the CA/CST Enterprise Architecture.

Software development and enhancements include, but not limited to, the following:

- Interface ConsularOne and legacy CA/CST systems to future CA/CST Enterprise Architecture directed by legislative or CA user requests
- Develop new functionality for ConsularOne
- Develop new releases for ConsularOne
- Modernization of legacy applications to new application platform(s)
- Perform data migration and decommission of legacy systems and,
- Develop new CA components as directed by CA/CST

4.2.1 COTS Evaluation, Implementation and Configuration

The Contractor shall be responsible for evaluating, implementing and configuring COTS products. The objective of this task is to meet the capability requirements by using standard configuration activities as defined by the COTS vendor. Customizing the product beyond vendor recommendation is discouraged because it presents increased risk for the program.

The Contractor shall perform the following COTS evaluation tasks:

- Determine if capability requirements can be met using existing ConsularOne COTS products
- Provide a gap analysis of unmet requirements to support the COTS Solution Discovery (Task 4) activities
- Provide a gap analysis of unmet requirement to support custom development activities

For all COTS efforts, the Contractor shall:

- Install and configure the product(s) to meet the capability requirements
- Seek Government approval before undertaking any customization activities
- Develop/update design documentation for ConsularOne

- Integrate the product(s) with other ConsularOne components
- Integrate the product(s) with existing CST legacy systems and others systems outside of CA (e.g., DoS systems, other federal partners)
- Test the product(s) against capability requirements
- Develop and manage all documentation required by CST (e.g., design documents, testing plans and scripts, installation instructions)
- Prepare release packages based on the release plan and strategy
- Support IV&V testing, which will be conducted by CST's IV&V organization
- Support deployment of the system into other environments including production

4.2.2 Custom Development

The Contractor shall be responsible for any custom development where capability requirements cannot be met through COTS products. It is understood that integrating multiple COTS products and integrating with other systems will require custom development. Any work that cannot be achieved using a COTS platform must be approved by the GTM prior to execution. The Contractor shall develop reusable components with minimal need for rework.

The Contractor shall perform the following custom development evaluation tasks:

- Evaluate the need for custom development to meet capability requirements not achieved through COTS products
- Provide a design for all proposed custom development activities for Government approval

For all approved custom development efforts, the Contractor shall:

- Build reusable components using platform-neutral languages (e.g. Java Platform Enterprise Edition) as needed to interface with ConsularOne COTS products, legacy systems, and other systems to meet the capability requirements.
- Develop/update design documentation for ConsularOne
 - Test the components against the capability requirements
 - Develop and manage all documentation required by CST (e.g., design documents, testing plans and scripts, installation instructions)
 - Prepare release packages based on the release plan and strategy
 - Support IV&V testing, which will be conducted by CST's IV&V organization
 - Support deployment of the system into other environments including production

C.4.3 TASK 3: IT OPERATIONS AND MAINTENANCE (O&M)

The Contractor shall be responsible for organizing and executing the O&M activities for all ConsularOne modernization releases to satisfy the various requirements, with priority given to the effectiveness and quality of specific activity performance.

The Contractor will also be responsible for providing O&M support for all applications owned by ConsularOne,

following a transition from the vendors supporting those contracts.

C.4.3.1 Subtask 1: O&M Support

The Contractor shall provide software management, which includes installation, configuration, and implementation of changes and modifications of ConsularOne systems and other supporting software for break/fix maintenance, and enhancements required to support the production environment. The Contractor shall monitor public-facing mailboxes to support inquiries from customers regarding Government systems. The Contractor shall follow the approved CST lifecycle methodology for system upgrades, releases, and maintenance activities.

The Contractor shall perform the following tasks:

- Develop an operational maintenance release schedule for Government approval
- Per release, prepare a maintenance release plan including schedule, cost and scope
- Develop maintenance releases
- Test the release against capability requirements
- Develop and manage all documentation required by CST (e.g., design documents, testing plans and scripts, installation instructions)
- Prepare release packages based on the maintenance release plan and strategy
- Support IV&V testing, which will be conducted by CST's IV&V organization
- Support deployment of the release into other environments including production
- Monitor and respond via email to public-facing mailbox inquiries

For any identified defects in, or enhancements to, the O&M system(s) that the Contractor must fix, the Contractor shall report the following to CST weekly:

- Defects – Total number of software defects, by CST assigned severity category, recorded during the following phases:
 - Defects found prior to start of system testing phase, including defects found during inspection of design and source code;
 - Defects found from start of formal system testing phase, up to release of software to IV&V;
 - Defects found during IV&V;
 - Defects found from start of deployment to end customer, through first three months of operational use after deployment; and
 - Defects found during operations and maintenance.

C.4.3.2 Subtask 2: Tier III & IV Support

The Contractor shall be responsible for provide Tier III and Tier IV support for all ConsularOne capabilities. Tier I and II support will be provided by the CA/CST Service Desk or another vendor. Support for existing ConsularOne Projects will be transitioned after contract award.

The objective of the task is to provide Tier I and II support staff with the knowledge and training to minimize the number of incidents escalated to Tier III and IV.

The Contractor shall perform the following tasks:

- Develop Standard Operating Procedures (SOPs), job aids, scripts, administration guides, knowledge base articles and any other technical support
- Train Tier I and II staff to enable them to provide support
- Provide 24/7 Tier III and IV support following established CST guidelines
- Utilize provided tools to perform incident, problem and service request management (BMC Remedy)
- Track and record all Tier III and IV resolutions and corrective actions using the IT service management system (Remedy)
- Analyze and report on data collected on Tier III and IV activities focusing on reducing the number of escalated incidents

C.4.3.3 Subtask 3: Security

The Contractor shall support compliance with Government security policies for all ConsularOne applications to include defining and resolving Plan of Action and Milestones (POAMs) with estimated completion dates and associated action plans. The Contractor shall make recommendations on the system configurations, access controls, and systems administration for the ConsularOne system.

CA/CST will support ongoing Federal Information Security Management Act (FISMA) analysis and reporting (ConsularOne is categorized as FISMA – High.) The Contractor shall provide support to CA/CST to ensure that all required security documentation and testing are completed accurately and efficiently in accordance with DoS Security guidelines.

C.4.4 TASK 4: INTEGRATION SERVICES

The Contractor shall be responsible for ensuring that the portfolio of ongoing project work is executed in conformance with Government architectural concepts and standards, and opportunities for more effective system integration and overall coordination between projects are proactively realized in support of the program's objectives.

This support includes coordination, review, and integration of such projects as well as requirements, project schedules and priorities, product quality, risks, and tracking the status of project activities and deliverables. The Contractor shall integrate the output outlined in the subtasks below and integrating them at the program level.

C.4.4.1 Subtask 1: Integration Engineering

The Contractor shall be responsible for providing engineering-related technical oversight and guidance to the ConsularOne program.

The Contractor shall perform the following tasks:

- Develop proposals for enhancements and/or improvements;
- Assess and communicate the potential impact of proposed changes;
- Identify potential areas of improvement

C.4.4.2 Subtask 2: Integrated Schedule Management

The Contractor shall be responsible for the Integrated Master Schedule (IMS) for the ConsularOne program, which incorporates the program activities along with those of the Government, the capability project teams, CST divisions and legacy system teams, and any other contractors the Government may elect to utilize.

The Contractor shall perform the following tasks:

- Create and maintain an Integrated Master Schedule
- Use the IMS to plan activities, define dependencies, identify critical path and near-critical paths, evaluate what-if scenarios and respond to schedule-related inquiries
- Integrate schedules from other groups into one IMS
- Manage the program planning, scheduling and execution and report progress via the IMS
- Coordinate with CST/SSPM to integrate the IMS with Microsoft Project Server

C.4.4.3 Subtask 3: Risk Management

The Contractor shall be responsible for risk management to address the identification and management of various risks/issues associated with the ConsularOne program (and its projects). The contractor shall attempt to resolve issues while minimizing the impact on schedule, scope and cost of affected contract tasks. The Contractor shall consider the following factors within the risk management task: technical, operations, resources, business, contractual, and environmental. These factors may impact the security, accuracy, and effectiveness of functional systems and the infrastructure that supports them (and, ultimately, the end users supported by the systems).

The Contractor shall perform the following tasks:

- Identify and categorize risks;
- Determine probability and impact of risk occurrence;
- Develop mitigation plans;
- Monitor and control risks; and,
- Report risks

C.4.4.4 Subtask 4: Requirements Management

The Contractor shall be responsible for contributing to the ongoing refinement of the ConsularOne requirements and their maintenance in the requirements repository tools (i.e. IBM Rational DOORS® Next Generation and Rational Team Concert™).

The Government has established a ConsularOne requirements framework, which serves as the Portfolio and Program Backlog for ConsularOne. The Contractor shall be given access to the requirements framework and repository upon contract award.

The objective of this task is to ensure the requirement activities are aligned with the program's objectives and provide measurable value to stakeholders of Consular Affairs. The Contractor maintain a cadence that enables staff to increase sprint velocity while ensuring quality.

The Contractor shall perform the following tasks:

- Build and maintain all backlog items ensuring traceability across and within backlog levels (Portfolio, Program, Team, Sprint)
- Estimate size of backlog items
- Assign backlog items to capability projects and releases as needed
- Prepare and conduct requirements elicitation activities to determine the vision, goals, objectives and needs of stakeholders via the defined agile ceremonies (e.g. epic reviews, feature reviews)

- Develop any artifacts needed to aid in communicating requirements (e.g., story maps, storyboards, mockups, business process models, data models)
- Review and validate requirements with stakeholders
- Update the backlog based on elicited requirements
- Define testable acceptance criteria
- Prioritize the backlog based on value to the stakeholders
- Create and manage baselines for each release
- Prepare requirements-based artifacts for agile ceremonies and gates
- Manage non-functional requirements

C.4.4.5 Subtask 5: Release Planning

The Contractor shall be responsible for defining release approaches for each project, identifying releases that culminate into the complete project. Upon approval of the release approach for each project the Contractor shall be responsible for planning each ConsularOne release including defining the business and technical functionality to be incorporated into each release.

The Contractor shall perform the following tasks:

- Allocate backlog items into three-month program increments
- Maintain alignment with DoS and CA policies, business drivers, and technical and business priorities; and,
- Prepare a release approach and plan for Government approval

C.4.4.6 Subtask 6: Release and Migration Strategy Development

The Contractor shall be responsible for developing a strategy for each ConsularOne release including coordinating plans for the migration of legacy systems, data, and users to the ConsularOne system.

The objective of this task is to ensure that all releases address the impact to business operations and existing systems, and ease transitions to ConsularOne. When replacing business processes in legacy systems and migrating data, a well-crafted strategy is needed to minimize business disruption.

For each release, the Contractor shall develop a strategy by performing the following tasks:

- Define the functionality to be deployed by addressing as-is and to-be business processes
- Identify the impacted user groups (including customers) considering the impact of the release on workload and expected customer activities;
- Define any training activities needed;
- Identify the legacy systems impacted or retired including data; and,
- Review plans for legacy systems changes and data migrations to ensure integration with the release strategy

C.4.4.7 Subtask 7: Integration Testing

The Contractor shall be responsible for planning and conducting integration testing for all ConsularOne releases.

The Contractor shall plan the integration testing by performing the following tasks:

- Develop a ConsularOne integrated testing strategy (master test plan) in which all components are assembled, integrated, and tested within the ConsularOne infrastructure.
- Define the method for managing concurrent testing events and activities
- Develop the basic artifacts needed to document all testing events and activities (e.g., release test plans, go/no go reports, defect reports, master schedule, and resource needs)
- Identify and build any test harnesses or drivers need to integrate components
- Collaborate with test support organizations that perform compliance testing (e.g. Section 508, Security, Privacy Act, Disaster REcovery/Continuity of Operations) to integrate their testing activities in each release testing schedule
- Support the incorporation of legacy systems into the testing environment

The Contractor shall conduct the integration testing by performing the following tasks:

- Execute configuration and compatibility test by assembling components within the infrastructure to validate interoperability of all interfaces and information transmission
- Execute functional (system acceptability) tests to validate that the capability requirements have been met by the system independent of development-level testing
- Execute data migration tests to validate that data requirements have been met
- Execute non-functional tests to measure system component effectiveness, performance and suitability within the ConsularOne infrastructure, including meeting Disaster Recovery/Continuity of Operations requirements
- Execute performance testing by using tools to identify and predict actual resource usage and provide alternative for meeting network performance expectations
- Execute performance tuning to isolate and resolve problems
- Collaborate with CST engineering teams to analyze services to find and correct weaknesses and potential problem areas
- Execute regression testing as needed
- Validate the operability of O&M products used for monitoring and maintenance activities
- Document all testing events and activities based on the plan

C.4.4.8 Subtask 8: System Design

The Contractor shall be responsible for establishing and maintaining the overall logical and physical ConsularOne system design, to include meeting operational maintainability, performance, and Disaster Recovery/Continuity of Operations requirements. These requirements, in addition to designs from Project 1 and 2 will be provided as part of this task. In addition, each capability project will produce design artifacts which must be integrated into the program design reflects all levels of the architecture. The Contractor shall be responsible for ensuring that the submitted designs are consistent with the established ConsularOne architecture. Where necessary the Contractor should propose updates to the architecture to reflect current components needed to fulfill project requirements. The Contractor shall create interface control documentation (ICDs) defining system-to-system interfaces within ConsularOne and interfaces between ConsularOne and other systems.

C.4.4.9 Subtask 9: System Performance Modeling and Simulation

The Contractor shall be responsible for developing and implementing a modeling and simulation capability for the ConsularOne system.

The Contractor shall perform the following tasks:

- Build As-Is vs. To-Be ConsularOne system models;
- Configure key performance parameters (e.g., capacity, volume, bandwidth, performance);
- Provide Support for running what-if scenarios;
- Use actual performance data (e.g., number of users, network latency, response times) to validate and update the model to maintain an accurate representation of the ConsularOne system;
- Prepare performance forecasts
- Predict potential performance problems and recommend mitigations.

C.4.4.10 Subtask 10: Data Strategy and Migration

The Contractor shall be responsible for the successful migration of data from the systems and repositories external to ConsularOne into the ConsularOne environment based on the capability requirements. Data migration activities must be accomplished in a manner that will minimize impact to the users, customers, and overall mission execution of Consular Affairs.

The Contractor shall perform the following tasks:

- Identify data sources that need data migrated into ConsularOne
- Prepare a detailed approach for analyzing the data structures
- Analyze the data needing migration
- Prepare a data migration strategy (and any associated plans) that include a design to move the data into ConsularOne minimizing the number of disparate data repositories

The Contractor shall be responsible for analyzing the legacy data environment and recommending a ConsularOne data strategy to the Government that will include the needs for each ConsularOne release and designing and implementing the means to provide this data. The data strategy should inform the release strategy, and recommendations to modify the latter to optimize the former may be appropriate.

C.4.4.11 Subtask 11: COTS Product Identification and Acquisition

The objective of this task is to provide services to support the identification of COTS products that may solve defined ConsularOne requirements.

The Contractor shall perform the following tasks:

- Perform market research to identify COTS products
- Evaluate the products in accordance with business and system requirements
- Recommend the acquisition of products to the Government
- Procure the product(s) at the direction of the Government on a competitive basis ensuring price competition
- Transfer licenses, agreements and titles to the Government upon invoicing
- Renewal maintenance on all products procured under this contract at the direction of the Government.

The Contractor shall conduct a technical evaluation of the available COTS solutions that meet the high-level requirements as identified by the government. Based upon this evaluation the Contractor shall recommend COTS tools to support the requirement. Based on the government decision on the selection of the COTS solution, the

Contractor shall acquire the solution for deployment in the ConsularOne environment.

The following are examples of the potential COTS product areas considered necessary for the success of the ConsularOne program:

- Content Management
- Data Marts/Operational Data Stores
- Data Warehouse
- Digital Image Processing
- Document Management
- Master Data Management
- Remote/Offsite Processing

C.4.4.12 Subtask 12: Other Program Integration Support as Needed

The Contractor shall be responsible for providing ad hoc program integration support as it arises due to changing needs and/or program direction. This could include, but is not limited to, review and analysis of emerging legislative direction that would impact service offerings and the program schedule, impact of enhanced cybersecurity measures, etc.

Section D- Packaging and Marking

D.1 SPECIAL FORMAT REQUIREMENTS

The Contractor shall deliver all Task Order deliverables to the DoS/CA/CST GTM in Washington, D.C. The Contractor shall use Microsoft office automation software to submit electronic versions of documents, and other specified software tools where appropriate. All document deliverables, including plans and schedules, shall be provided in soft copy. Documentation deliverables shall also be posted to the appropriate folder(s) in the CST Project SharePoint Repository.

Requirements (including use cases) and design models, executable software, configuration management models, defect records, and test scenarios and cases shall be delivered to at the direction of the GTM/COR in softcopy in the format of the tool used for their creation. All artifacts shall be delivered so that complete ownership and use is transferred to the USG. For example, all software shall be delivered with its corresponding source code as well as all instructions and components needed to turn it into executable software. After delivery all official or production copies of software, development artifacts, and documents become property of CA/CST and shall reside in CA/CST maintained repositories.

Documentation shall be written in clear, concise language. Final documents will be without typographic and grammatical errors and will be formatted according to standards provided by the USG.

All electronic deliverables are to be sent to the designated GTM's DoS OpenNet e-mail inbox unless otherwise noted (address to be supplied later). Additionally, the Contractor shall provide a final copy of all documents and deliverables to the GTM via CD-ROM at the end of the contracting period, or as otherwise directed in writing by the COR.

D.2 DATA PACKAGING REQUIREMENTS

- (a) All unclassified data shall be prepared for shipment in accordance with best commercial practices.
- (b) Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

D.3 MARKING OF REPORTS

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- Name and business address of the Contractor;
- Contract number and delivery order number, if applicable;
- Date of report; and
- Program office(s)

All reports become the property of the Department. Reports shall not contain any markings or legends which restrict the Department's use of such reports in any way.

D.4 PACKING OF SUPPLIES FOR DOMESTIC SHIPMENT

Supplies shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination.

D.5 SOFTWARE AND MAGNETIC MEDIA MARKING

Packages containing software or other magnetic media shall be marked in accordance with requirements set forth in the Task Order, or if none is specified, shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS"

Section E- Inspection and Acceptance

Clause	Title
52.246-6	Inspection - Time-and-Material and Labor-Hour (May 2001)
52.246-5	Inspection of Services Cost-Reimbursement (Apr 1984)
52.246-2	Inspection of Supplies - Fixed-Price (Aug 1996)
52.246-3	Inspection Of Supplies Cost-Reimbursement (May 2001)
52.246-4	Inspection of Services - Fixed-Price (Aug 1996)

E.1 INSPECTION & ACCEPTANCE CRITERIA

Inspection and acceptance will be governed by the applicable FAR Inspection clause(s). The Contractor shall establish a quality control program to ensure that all tasks are completed. The program shall include specific time requirements for recurring tasks, documentation requirements, and a schedule of all contracted personnel on the project. The COR, with GTM assistance, will be responsible for provisional acceptance of all documentation and deliverables. Pursuant to FAR 46.502 (Responsibility for Acceptance), the Contracting Officer will be responsible for final acceptance of all documentation and deliverables. The Contracting Officer or COR shall specify methods of inspection on either a scheduled or an unscheduled basis, and include the title of the individuals who will do the inspections.

- The Contractor shall use industry-accepted quality control procedures or USG wide production or performance methods.
- The Contractor shall make available to the USG any and all project documents or notes upon request.
- The GTM or COR shall meet with the appointed Contractor program manager whenever a Statement of Work (SOW) discrepancy is identified or whenever the GTM or COR considers it necessary, but at least bi-weekly. It will be the responsibility of the GTM or COR to secure the proper facilities to hold review meetings. The purpose of these meetings will be to discuss progress and problems in performance. A mutual effort shall be made to resolve all problems identified and documented.
- The COR, with the GTM's assistance will monitor the Contractor's work progress, identify delays, and determine needed changes in the execution of the work effort of the Contractor. The Contractor shall be provided the latitude of structuring their own technical approach to complement the stated objectives.
- When several technical approaches are deemed feasible and all fall within the scope of the SOW, the COR will provide technical direction as to which approach is to be undertaken based on the pros and cons recommendation from Contractor on each approach.

E.1.1 Acceptance Process

The Government will provide comments to the Contractor within ten (10) business days, upon receipt of deliverables. The Contractor shall incorporate the Government's comments and provide a revised version within five (5) business days after receiving them.

E.2 STATUS & PERFORMANCE METRICS

The Contractor shall ensure that status and performance data are available through SharePoint to coincide with the monthly CSR.

The Contractor shall provide the metrics specified below, which defines the activity supported and the metric to be provided. Additional performance metrics will be defined at the task order level.

Activity Supported	Objective	Threshold	Metric
Management Plans	95%	90%	<ul style="list-style-type: none"> • Compare issue resolution dates versus estimated date • Compare risk resolution dates versus estimated date • Compare progress versus schedule for activities scheduled
Progress Reports	97%	90%	<ul style="list-style-type: none"> • Compare actual spending versus plan/limit, show variance • Track monthly ratings
Deliverables	97%	95%	<ul style="list-style-type: none"> • Compare completion dates versus scheduled dates • Track number of revisions after scheduled submission • Track rejected deliverables
Invoices	97%	95%	<ul style="list-style-type: none"> • Compare date submitted versus contractual due dates
Staffing	100%	97%	<ul style="list-style-type: none"> • Compare staff versus key personnel • Compare staff versus “required” personnel • Track status of staff OCI • Track status of staff badging
Security	100%	97%	<ul style="list-style-type: none"> • Compare clearances against security requirements • Track security incidents
GFE	100%	99%	<ul style="list-style-type: none"> • Check asset Inventory versus Delivered GFE

Travel	97%	90%	<ul style="list-style-type: none"> • Track authorizations • Compare actual spending versus plan/limit
ODC	97%	90%	<ul style="list-style-type: none"> • Track actual ODC versus plan/limit • Track authorizations

E.2.1 Performance Standards

The Contractor shall establish their initial set of metrics and measures (the baseline) that will be used to monitor and control the Contractor’s project execution. The Contractor’s metrics should include the Government’s metrics outlined in the Performance Requirements Summary (PRS) plus any additional ones it feels are needed to properly gauge the performance of the Contractor’s activities. Proposed measures should not simply restate PWS language, tasks, guidance, or data requirements but should reference necessary industry and approved standards. Elements of the metrics should include:

- Support requirements for any of the Government’s preliminary metrics included in the PWS;
- Derived metrics/requirements necessary to document the performance of the Contractor’s activities;
- A verification section to the specification that delineates the approach to verifying all performance and support characteristics;
- A cross reference matrix showing the tracking of Government performance requirements to the Contractor’s proposed metrics (i.e., traceability). The specification should be structured for the proposed metrics and not restricted by the structure of the Government’s preliminary metrics. Include cross reference to verification methods.

The Contractor shall adhere to the Government performance standards described in the table above, at a minimum, and should propose further elaboration of performance standards and its measurement, to correspond to Contractor’s technical proposal. The objectives and measures listed above are not meant to be an exhaustive set, and any additional performance metrics will be defined at the task order level. They should be considered an initial set of suggested measures. Over time, the Contractor should refine this set of measures to more closely meet its needs in monitoring and reporting its performance. Any expected deviations should be raised to the Contracting Officer (CO), Contracting Officer's Representative (COR), and Government Technical Monitor's (GTM) attention as soon as the risk/issue is identified.

E.3 CONSISTENCY OF APPROACH

The Contractor shall ensure that all analysis, design, development, and documentation activities performed under this Task Order use consistent analysis techniques, design models, user interface models, database models, technical architecture and documentation that are compliant with CA/CST standards.

All products delivered shall be based on consistent design, development tools/techniques, and architecture that are compliant with CA/CST standards. This includes both new systems/components designed and developed under this contract as well as maintenance of existing systems. For the enhancement/maintenance of existing systems, the Contractor shall adhere to the current architecture and design of the existing systems or implement using the updated architecture as appropriate for the release or product as specified by the USG. Exceptions to this requirement will only be allowed under the following circumstances:

- A Task Order statement of work specifically states that a deviation from a standard, guideline, or model is desired/acceptable.
- The COR agrees in writing that a Contractor proposed deviation from a standard, guideline or model is acceptable. (Note that a GTM approval of a deviation is not sufficient to alleviate the Contractor from this requirement.)

Section F- Deliveries or Performance

Clause	Title
52.211-16	Variation In Quantity (Apr 1984)

F.1 MONTHLY & WEEKLY PROGRESS REPORTS

Weekly Activity Reports (WARs) (Deliverable)

The Contractor shall submit weekly activity reports delivered in a format or media approved by the COR. The first weekly progress report is due no later than (NLT) 15 days after the Contract is awarded. All subsequent reports should be sent on Wednesday of each week, capturing activities completed the week prior.

These reports shall include, but not be limited to, the following information:

- Contract number
- Contractor name and address
- Date of report
- Period covered by report
- Include all efforts applied to each major PWS task in detail, for example:
 - Description of progress made during period reported, including problem areas encountered and recommendations, if any, for solutions.
 - Plans and recommendations for activities during the following reporting period
 - Schedule, Risk, Issues, Scope and Cost Status (score criteria provided in template)
 - Project Summary and Scope
 - Key Accomplishments
 - High Priority/Severity Issues
 - Project Completion and Calculated Schedule Variance Percentage
 - Standard Integrated Service Lifecycle (ISL)/SDLC Milestones (planned/actual dates and status)
 - Major Project Milestones
 - Key Dependencies

Monthly Contract Status Report (CSR) (Deliverable)

The Contractor shall submit/present Contract Status Reports (CSRs) in a format or media approved by the COR. The first CSR is due NLT 15 days after the first full reporting month. All subsequent reports should be sent NLT 20 days after the last day of each calendar month or the next business day if the 20th falls on a weekend. The Contractor shall prepare the CSR using the SSPM provided CSR template.

These reports shall include, but are not limited to the following:

- Contract number
- Contractor name and address
- Date of report
- Period covered by report

- Man-hours expended by CLIN and Sub-CLIN for the reporting period, and cumulatively during the contract period of performance
- Cost curves portraying actual and projected conditions
- Cost incurred for the reporting period and total contractual expenditures as of report date
- Description of progress made during period reported, including problem areas encountered and recommendations, if any, for solutions. Recommendations may include solutions outside the scope of this contract.
- Trips and significant results
- Plans and recommendations for activities during the following reporting period
- Problems and shortfalls related to funding and contract modifications; identification of potential problems; and identification of any anticipated technical or funding shortfall or irregularity during the specified period of performance not later than four (4) months prior to the anticipated shortfall
- Contractor performance self-assessment

Monthly Project Metric Reports

The Contractor shall monitor and report on system performance metrics in alignment with the CST Performance Requirements Summary (PRS). A Project Metrics Reporting template will be provided to the Contractor upon award. This report shall be used to assess the Contractor's performance for the month being reported and to identify performance problem areas that need to be addressed or brought to the attention of the Contractor's management.

This report includes the following Contractor Performance Metrics categorized by Task:

Size - The Contractor shall provide data to support independent analysis of application size. On a monthly basis, provide the following software size measures appropriate to the phase of the project.

- Total new and modified number of International Function Point User's Group (IFPUG) unadjusted function points based on the most current counting practices manual.
- Total new, modified, and re-used effective source lines of code (ESLOC) for each programming language used.
- For commercial off-the shelf (COTS) packages:
 - Total number of configuration items; categorized as low, average, or high complexity, AND
 - Total number of reports, interfaces, conversions, extensions, forms (RICE-F); categorized as low, average, or high complexity
- Total number of Agile stories and story points as determined by team velocity.

Schedule & Estimates to Complete - On a monthly basis, the contractor shall provide data based upon backlog and prioritization of features and user stories.

Defects - Total number of software defects, by CST assigned severity category, recorded during the following phases:

- Defects found prior to start of system testing phase, including defects found during inspection of design and source code.
- Defects found from start of formal system testing phase, up to release of software to IV&V.

- Defects found from start of deployment to end customer, through first three months of operational use after deployment.
- Defects found during operations and maintenance

F.2 PLACE OF PERFORMANCE

For the duration of this TO, work associated with the Consular Systems Modernization (CSM) will be performed primarily in the Washington DC Metro area. The Contractor shall have the majority of its staff at a location, which includes meeting space, within 25 miles of the Annex at 600 19th St, NW, Washington DC. Some activities may need to be performed at the DoS facilities, including data centers. The Government will provide travel requirements at the time of award.

F.3 PERIOD OF PERFORMANCE

This contract contains a one (1) year Base Period and nine (9) one-year Options Periods to be exercised at the sole discretion of the Government.

The Contracting Officer (CO) can extend the term of the contract for an additional six (6) months in accordance with FAR 52.217-8 - Option to Extend Services contained in Section I of this contract.

F.4 DELIVERABLES

Deliverables will be issued at the task order level.

F.4.1 Delivery Process

A designated official of the Contractor shall deliver all contract deliverables to the COR and the GTM in Washington, D.C. The Contractor shall deliver all deliverables in accordance with the instructions found in Section D.1 - Special Format Requirements.

The Contractor shall also use CA/CST maintained repositories to store all official Government or other contractor-submitted artifacts, such as (but not limited to): software, source code, build instructions, documents, and other development artifacts.

52.242-15 Stop-Work Order (Aug 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

Section G- Contract Administration Data

Clause	Title
652.242-70	CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)
52.216-18	Ordering (Oct 1995)

G.1 DESIGNATION OF ADMINSTRATIVE CONTRACTING OFFICE

This contract will be administered as follows:

Primary Contracting Officer (CO):

Vincent J. Sanchez, Branch Chief
U.S. Department of State
Office of Acquisition Management
A/LM/AQM/IP/TCA
sanchezvj@state.gov

Administrative Contracting Officer (ACO):

Mikel L. Alderman, Contracting Officer
U.S. Department of State
Office of Acquisition Management
A/LM/AQM/IP/TCA
703.875.6029
aldermanml@state.gov

Designated Contracting Officer's Representative (COR):

TBD at Award

First Class Mailing:

U.S. Department of State
Office of Acquisition Management
P.O. Box 9115.
Rosslyn, VA 22219

Courier/Hand Delivery:

U.S. Department of State
Office of Acquisition Management
1735 N. Lynn Street, 4th floor
Arlington, VA 22219

Written communications regarding the administration of this contract shall make reference to the contract number and modification number, if applicable, shall be submitted to the ACO and alternate points of contact, as delineated herein.

G.2 CONTRACTING OFFICER (CO)

The CO has sole authority to modify the terms of this contract. The Contractor is responsible for ensuring that all modifications to or deviations from contract requirements are approved by the CO. The CO will appoint the usual and customary contracting representatives, such as a Contracting Officer's Representative (COR) and

Government Technical Monitors (GTMs) to help carry out the CO's responsibilities under this contract.

G.3 CONTRACTING OFFICERS REPRESENTATIVE DOSAR 652.242-70 (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract (and individual task orders) will be appointed in writing by the Contracting Officer after award. The Contracting Officer may appoint other designees as representatives (e.g. Government Technical Monitors) at a later date.

G.4 ORDERING PROCEDURES

(a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery orders or task orders hereunder: Vincent Sanchez or other duly appointed Contracting Officer.

(b) The task order(s) will be the vehicle through which contract performance will occur. Orders placed under this contract shall contain the following information:

- 1) Date of order;
- 2) Contract number and order number;
- 3) Item number and description, quantity, and unit price;
- 4) Delivery or performance date;
- 5) Place of delivery or performance (including consignee);
- 6) Packaging, packing, and shipping instructions, if any;
- 7) Accounting and appropriation data;
- 8) Security clearance level(s), applicable to the order, if any; and
- 9) Any other pertinent information including task order contract type(s).

Issuance of orders by facsimile or via e-mail is authorized in accordance with FAR 52.216-18 "ORDERING."

G.5 TASK ORDER PROPOSAL REQUEST AND PROPOSAL SUBMISSION PROCEDURES

(a) Task Order Proposal Request. The task order(s) will be the vehicle through which contract performance will occur. For each contemplated task order, the Contracting Officer will issue a written Task Order Proposal Request (TOPR) that will include, at a minimum, the following information:

- 1) The due date for proposal submission.
- 2) A description of the services.
- 3) Task order type(s).
- 4) The place of performance.
- 5) Location of neutral sites.
- 6) The period of performance.
- 7) Any additional instructions for proposal submission not contained in this section.
- 8) Any other information deemed appropriate by the Contracting Officer.

A TOPR is a request for proposal; it is not a task order and does not authorize performance.

(b) Task Order Proposal Submission.

1) The Contractor shall notify the Contracting Officer in writing within five (5) days of receipt of the TOPR if the Contractor is unable to submit a proposal. The notification shall include a brief written statement explaining why the Contractor is unable to submit a proposal. Failure to submit a task order proposal without sufficient justification may be considered as negative past performance information which may jeopardize the award of future task orders or the exercise of contract options.

2) The Contractor's task order proposal shall include two volumes. Volume I (Technical Volume) shall include, at a minimum, a technical proposal. Volume II (Price Volume) shall include a price proposal. Additional submission requirements will be identified at the task order level.

3) The price proposal shall include, as applicable, the applicable provisional billing indirect cost rates negotiated in the contract, the fixed fully-loaded hourly labor rates negotiated in the contract, the proposed profit percentage(s) negotiated in the contract or a discount of these percentages, and the proposed fee percentage(s) negotiated in the contract or a discount of these percentages. Certified cost or pricing data, as defined in FAR subpart 15.4, will not be required if an exception identified in FAR 15.403-1 or 15.403-2 applies.

4) In the price proposal, for fixed-price arrangements (i.e., task orders or line items in a task order), the Contractor shall submit the following:

- a) Each CLIN
- b) Each sub-CLIN
- c) Each contract-specified labor category
- d) Each internal labor category
- e) Each proposed fully-loaded hourly labor rate
- f) Proposed hours
- g) Description of each ODC
- h) Proposed unit price for each ODC
- i) Unit of measurement for each ODC
- j) Proposed units
- k) Subtotal

5) In the price proposal, for each direct labor cost under labor-hour arrangements and under the time portion of time-and-materials arrangements, the Contractor shall submit the following:

- a) CLIN
- b) Sub-CLIN (if applicable)
- c) Contract-specified labor category (if applicable)
- d) Internal labor category
- e) Negotiated fixed fully-loaded hourly labor rate
- f) Estimated hours
- g) Subtotal

6) In the price proposal, for each direct labor cost under cost-reimbursement arrangements and the materials portion of time-and-materials arrangements, the Contractor shall submit the following:

- a) CLIN
- b) Sub-CLIN (if applicable)
- c) Contract-specified labor category (if applicable)
- d) Internal labor category/employee title
- e) Name of employee
- f) Estimated unloaded hourly labor rate
- g) Estimated hours
- h) Applicable provisional billing indirect cost rate description (e.g., Overhead, G&A)
- i) Negotiated applicable provisional billing indirect cost rate(s)
- j) Provisional billing indirect cost
- k) Subtotal

7) In the price proposal, for each other direct cost (ODC) under cost-reimbursement arrangements and each material [as defined in FAR 52.232-7(b)(1)(ii)(A), (B), and (C) (Payments under Time-and-Materials and Labor-Hour Contracts)] under the materials portion of time-and-materials arrangements, the Contractor shall submit the following:

- a) CLIN
- b) Sub-CLIN (if applicable)
- c) Description of the ODC or material
- d) Estimated unit cost
- e) Unit of measurement
- f) Estimated units
- g) Applicable provisional billing indirect cost rate description (e.g., Overhead, G&A)
- h) Negotiated applicable provisional billing indirect cost rate(s)
- i) Provisional billing indirect cost
- j) Subtotal

8) In the price proposal, for travel costs under any arrangement and in addition to the applicable ODC instructions above, the Contractor shall submit the following:

- a) CLIN
- b) Sub-CLIN (if applicable)
- c) Contract-specified labor category
- d) Internal labor category
- e) Traveler name (if known)
- f) Title of traveler or relationship of traveler to Contractor (if traveler is known)
- g) Purpose of trip
- h) Proposed/estimated dates of travel (if known)
- i) Proposed/estimated number of days of travel
- j) Origin
- k) Destination
- l) Proposed/estimated airfare or train fare
- m) Proposed/estimated lodging cost per night
- n) Lodging per diem, as indicated in FTR or JTR
- o) Proposed/estimated meals and incidental expenses (M&IE) cost per day
- p) Meals and incidental expenses (M&IE) per diem, as indicated in FTR or JTR
- q) Proposed/estimated ground transportation cost per day
- r) Proposed/estimated parking cost per day
- s) Proposed/estimated tolls cost per day

t) Subtotal

The Contractor shall note that, pursuant to FAR 31.205-46(a)(1), the contractor's costs for lodging, and meals and incidental expenses may be based on actual costs incurred, per diem, or a combination thereof, as long as the method used results in a reasonable charge. The contractor's costs for transportation may be based on actual costs incurred, mileage rates, or a combination thereof, as long as the method used results in a reasonable charge. The Contractor shall note in its proposal the respective methods used and/or intended to be used.

G.6 TASK ORDER AWARD

- The Contracting Officer reserves the right to withdraw or cancel a contemplated task order if it is determined to be in the best interests of the Government.
- The Contracting Officer reserves the right to incorporate or not incorporate any part of or an entire task order proposal in the task order.
- The Contracting Officer reserves the right to procure any services specified in a TOPR from another Contractor(s) if determined to be in the best interests of the Government.

G.7 COMMENCEMENT OF TASK ORDER PERFORMANCE

- The period of performance will be determined at the task order level.
- The Government will explore all available remedies if a Contractor fails to begin performance within the time frame mentioned at the task order level.

G.8 ORDER OF PRECEDENCE

Each task order is subject to the terms and conditions provided in the contract as well as those outlined in the task order. In the event of an inconsistency between documents, the following order of precedence shall apply:

- (1) Contract (listed in order of precedence prescribed by FAR 52.215-8)
- (2) Task Order Schedule, Clauses, Attachments and SOW/PWS (including Pricing)
- (3) Contractor's Task Order Proposal (if incorporated into Task Order)

G.9 GENERAL INVOICING INSTRUCTIONS

a) Contractors shall hold all original invoices until they have been authorized for official submission by the COR up to a maximum of 14 calendar days. The Contractor shall then submit invoices via the Office of Claims' Commercial Claims Operations fax server, toll-free number 866-483-3436, or DOSPayments@state.gov, unless otherwise indicated. Each invoice must be transmitted separately.

b) The Contractor shall not submit invoices to Commercial Claims without first submitting them to the CA Program Office.

c) To constitute a proper invoice, the invoice must satisfy the requirements contained in Section G.9, including the following information and/or attached documentation:

1. Name and Address of the Contractor
2. Dun and Bradstreet Universal Number System (DUNS)
3. Date of invoice
4. Unique Contractor Invoice Number Our Financial System cannot accept the following characters: @ (at symbol), ~ (Tilde), & (Ampersand), ' (Apostrophe), " (Quotation) and spaces. Please do not include any of these characters as part of your invoice number.
5. Remittance Contact Information
6. Shipping Terms, Ship to Address
7. Payment Terms
8. Total Quantity of Items
9. Total Invoice Amount
10. Requisition Number, Contract Number and Order/Award Number, with modification number if applicable
11. Order line item number and information (see below instructions)

d) The name and DUNS of the contractor on the invoice must match the information indicated on the order/award for proper payment.

IMPORTANT: The invoice must detail products and/or services delivered on a line item basis in direct accordance with the corresponding order/award/contract. Each line item must contain the following information [see also Section G.9.2 (Expanded Invoice Instructions) below]:

1. Description of the services rendered for each line item
2. Line Item Quantity
3. Line Item Unit Price
4. Total Line Item Invoicing Amount
5. Delivery Date
6. Contract Line Item Number (CLIN)
7. Order/Award Line Item Number if invoicing against a task or delivery order or Blanket Purchase Agreement (BPA)

e) Please note that many task or delivery orders against Department of State or GSA contracts or blanket purchase agreements may have a separate and unique line item number in addition to the umbrella Contract Line Item Number (CLIN). The order line item number as well as the umbrella award CLIN must be referenced at each invoice line item level in such cases.

f) All payment to domestic claims will be disbursed by electronic funds transfer EFT. Contractors who are registered in the System for Award Management (SAM) should verify and re-confirm their financial information in the database prior to invoicing. Contractors who wish to request a waiver of SAM or payment by check must submit their justification to their assigned contracting officer for consideration at least 30 days prior to billing. For Contractors who are granted an EFT exception, the payment address on the invoice must match the remittance address in the Contractor record cited in the award.

g) Additional correspondence should be addressed to:

Name:
U.S. Department of State
Global Financial Services
Attn: Office of Claims (RM/GFS/F/C)
Charleston Financial Service Center

Mailing Address:

Post Office Box 150008 Charleston, SC 29415-5008

Telephone Numbers:

Director's Secretary Voice 843-202-3761 Fax 843-746-0749

Official Office Hours: 8:00 am – 5:00 pm

To request Payment Status on a Past Due Invoice contact:

Office of Claims Customer Service

E-mail: commercialclaims@state.gov Phone: 877-704-9473 Toll Free

Person to Contact: Supervisor, Contractor Claims Email: GFS-ChiefVC@state.gov

G.9.1 EXPANDED INVOICE INSTRUCTIONS

a) To constitute a proper invoice, the Contractor shall provide the following as an expansion to what is required under Section G.9.

b) The invoice shall contain all information required in Sections G and I, including, when applicable, FAR 52.216-7 (Allowable Cost and Payment) and FAR 52.232-7 (Payments under Time-and-Materials and Labor-Hour Contracts).

c) The invoice shall include a listing of each service and supply according to the CLIN and sub-CLIN structure identified in the task order.

d) The electronic copy of the invoice shall be provided in Microsoft Excel format with an Excel Workbook containing a Summary Sheet as well as supporting Detail Sheets. The CD and/or email shall contain the Microsoft Excel Workbook as well as .pdf files of all supporting documentation.

e) The following show the requirements for the Summary Sheet:

1. Contract's maximum quantity
2. Billed total for each CLIN
3. Contract-year-to-date billed
4. Contract-year-to-date paid by Government
5. Contract inception to date cumulative billed (since contract effective date)
6. Contract inception to date cumulative paid by Government (since contract effective date)
7. Task order name
8. Task order number
9. Task order obligated dollar amount
10. Billed total for the CLIN (for the task order)
11. Billed total for each sub-CLIN, if applicable (for the task order)
12. Task order-year-to-date billed
13. Task order-year-to-date paid by Government
14. Task order inception to date cumulative billed (since task order effective date)
15. Task order inception to date cumulative paid by Government (since task order effective date)

f) The following show the requirements for the Detail Sheet(s):

For fixed-price arrangements (i.e., task orders or line items in a task order), when payment is made not based on actual costs incurred, the Contractor shall submit the monthly apportionment of the awarded fixed-price. The

monthly apportionment shall be the awarded fixed-price for the task order period divided by the number of months in the task order period. For example, if a task order includes a base period of one year, the monthly apportionment during the base period shall be the awarded fixed-price for the base period divided by 12 months.

For fixed-price arrangements, the Contractor shall submit evidence of Government inspection and acceptance of services and supplies required by the task order(s).

For each direct labor cost under labor-hour arrangements and under the time portion of time-and-materials arrangements, the Contractor shall submit the following:

1. Contract-specified labor category
2. Internal labor category/employee title
3. Name of employee
4. Negotiated fixed fully-loaded hourly labor rate
5. Actual incurred hours
6. Subtotal

For each direct labor cost under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall submit the following:

1. Contract-specified labor category (if applicable)
2. Internal labor category/employee title
3. Name of employee
4. Actual incurred unloaded hourly labor rate
5. Actual incurred hours
6. Applicable provisional billing indirect cost rate description
7. Negotiated applicable provisional billing indirect cost rate(s)
8. Provisional billing indirect cost
9. Subtotal

For each other direct cost (ODC) and material [as defined in FAR 52.232-7(b)(1)(ii)(A), (B), and (C) (Payments under Time-and-Materials and Labor-Hour Contracts)] under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall submit the following:

1. Description of the ODC or material
2. Actual incurred unit cost
3. Unit of measurement
4. Actual incurred units
5. Applicable provisional billing indirect cost rate description
6. Negotiated applicable provisional billing indirect cost rate(s)
7. Provisional billing indirect cost
8. Subtotal

For travel costs under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall include, in addition to the preceding “ODC/Material” paragraph, a Travel Expense Report (TER) by trip that includes a daily breakdown of all actual

incurred travel costs. The breakdown shall consist of at least the following, when applicable:

1. CLIN
2. Sub-CLIN
3. Contract-specified labor category
4. Internal labor category
5. Traveler name
6. Title of traveler or relationship of traveler to contractor
7. Purpose of trip
8. Dates of travel
9. Number of days of travel
10. Origin
11. Destination
12. Airfare or train fare
13. Lodging cost per night
14. Lodging per diem, as indicated in FTR or JTR
15. Meals and incidental expenses (M&IE) cost
16. Meals and incidental expenses (M&IE) per diem, as indicated in FTR or JTR
17. Ground transportation cost per day
18. Parking cost per day
19. Tolls cost per day
20. Subtotal

The Contractor shall note that, pursuant to FAR 31.205-46(a)(1), the contractor's costs for lodging, and meals and incidental expenses may be based on actual costs incurred, per diem, or a combination thereof, as long as the method used results in a reasonable charge. Similarly, the contractor's costs for transportation may be based on actual costs incurred, mileage rates, or a combination thereof, as long as the method used results in a reasonable charge. The Contractor shall note in its invoice the respective methods used.

For arrangements when payment is made based on actual hours incurred (e.g., labor-hour arrangements and the time portion of time-and-materials arrangements) or actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall attach, as applicable, the following documentation to each invoice:

1. Evidence of Government inspection and acceptance of services and supplies required by the task order(s).
2. Individual time sheets for employees billed directly, signed electronically or physically by the employee and the employee's supervisor, to support the number of hours worked for the invoice period. The total of all hours worked from the time sheets must match or exceed the summary of hours on the invoice.
3. For the initial billing of each given employee under each cost-reimbursement arrangement or under the materials portion of each time-and-materials arrangement, submit a copy (in English, and if applicable, the native language of the source country labor supply) of the employer/employee agreement, showing the negotiated annual salary and/or negotiated hourly labor rate.
4. Copy of payroll record for any employee who performed overtime. Payroll record must show that the Contractor's payment for each overtime hour shall be, at a minimum, at the regular hourly labor rate that the employee actually receives for normal workweek performance, and, if applicable, at the overtime premium that the employee actually receives for overtime performance.
5. Unless otherwise stated in this contract, invoices claiming reimbursement for ODCs or direct materials ordered through subcontractors/vendors shall include copies of receipts showing payment to the respective subcontractors/vendors.
6. The first invoice for each task order shall include a copy of the Contractor's established travel policy.

7. The Contractor shall submit evidence that it determined its actual incurred ODCs and costs for materials [as defined in FAR 52.232-7(b)(1)(ii)(A), (B), and (C) (Payments under Time-and-Materials and Labor-Hour Contracts)] to be fair and reasonable.
- g) All submitted invoices shall be in English. All backup documentation shall be either in English or accompanied by a substantive translation with an affidavit of accuracy signed by the translator.
- h) The United States Dollar (USD) is the currency for all values, rates, costs, prices, etc., specified in this contract, its resultant task orders, and all related documents.
- i) If the Contractor finds it necessary, for a given billing period, to submit an invoice that supplements a previously-submitted invoice for that period, the Contractor shall mark such invoice with the same invoice number, but adding "SUP_" to the invoice number. Each supplemental invoice for a given billing period shall be marked sequentially (e.g., SUP1, SUP2, SUP3, etc.) and submitted within 60 calendar days of the submission date of the previous invoice. The Contractor shall make every effort not to submit supplemental invoices and shall include in the supplemental invoice the reasons for submission of such invoice.
- j) If the Government determines an invoice improper, the invoice is considered rejected and the Contractor will be promptly notified in writing. In such notification, the Government will identify the reasons for rejection. If the Contractor decides to resubmit the invoice, it shall resubmit it within 60 calendar days of receipt of the rejection notification under the same invoice number, but adding "REV_" to the number to indicate the revision. Each revision for a given billing period shall be marked sequentially (e.g., REV1, REV2, REV3, etc.) and submitted within 60 calendar days of receipt of the applicable rejection notification. Each revision shall include the Government's reasons for rejecting the invoice, the Contractor's respective responses, and adequate information and/or documentation.
- k) If the Government determines an invoice proper but questions selected costs/prices during its detailed review, the Government will make payment on the allowable costs/prices until further clarification can be made. Such action is called "short-paying" the invoice. The Government will promptly notify the Contractor in writing when it has questioned selected costs/prices. If the Contractor decides to resubmit the questioned costs/prices, it shall do so within 60 calendar days of receipt of the Government's notification and via a supplemental invoice. Each supplemental invoice for a given billing period shall be marked sequentially (e.g., SUP1, SUP2, SUP3, etc.). Each such invoice shall include the Government's reasons for short-paying the previous invoice, the Contractor's respective responses, and adequate information and/or documentation.

G.10 PAYMENT FOR AUTHORIZED WORK

- a) Full payment for each invoice is contingent upon the Contractor meeting the acceptable quality levels, measurable performance standards, or otherwise minimum task order requirements for the invoice period.
- b) The Contracting Officer is the ultimate Government authority in determining whether the Contractor has met the acceptable quality levels, measurable performance standards, or otherwise minimum task order(s) requirements for the invoice period.
- c) The Contracting Officer's Representative will provide the Contracting Officer with recommendations concerning Contractor performance.
- d) If the Contracting Officer has determined that the Contractor has not met the acceptable quality levels, measurable performance standards, or otherwise minimum task order(s) requirements for the invoice period, request for Contractor re-performance and/or reduction in price, fee, or labor rate shall be processed via the appropriate

Inspection clause(s) in the Federal Acquisition Regulation (i.e., FAR 52.246-4, FAR 52.246-5, and FAR 52.246-6).

e) The Government maintains the right after paying an invoice (except after paying the final invoice) to audit the Contractor's books and records, and settle any underpayments or overpayments as permitted by law or regulation.

f) For fixed-price arrangements (i.e., task orders or line items in a task order) when payment is made not based on actual costs incurred and the Contracting Officer has determined that the Contractor has met the acceptable quality levels, measurable performance standards, or otherwise minimum task order(s) requirements for the invoice period, the Government will pay the monthly apportionment of the awarded fixed-price. The monthly apportionment shall be the awarded fixed-price for the task order period divided by the number of months in the task order period. For example, if a task order includes a base period of one year, the monthly apportionment during the base period shall be the awarded fixed-price for the base period divided by 12 months.

g) For cost-plus-fixed-fee arrangements (i.e., task orders or line items in a task order) when the Contracting Officer has determined that the Contractor has met the acceptable quality levels, measurable performance standards, or otherwise minimum task order(s) requirements for the invoice period, the Government will pay the monthly apportionment of the awarded fixed fee. The monthly apportionment shall be the awarded fixed fee for the task order period divided by the number of months in the task order period, minus the withholding of a fixed fee reserve pursuant to FAR 52.216-8(b) (Fixed Fee).

h) For example, if a task order includes a base period of one year, the monthly apportionment during the base period shall be the awarded fixed fee for the base period divided by 12 months, minus the withholding of a fixed fee reserve pursuant to FAR 52.216-8(b) (Fixed Fee).

G.11 NON-PAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized services or supplies, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of its own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

G.12 FINAL INVOICE

The Contractor shall specifically identify its last invoice as the "final invoice." The final invoice shall include the remaining amounts claimed to be due under the contract. It shall include a certification that all subcontractors, suppliers, and consultants have been paid (or will be paid upon Contractor's receipt of payment), and that all Government-Furnished or Contractor-Acquired Property has been disposed of in accordance with the Contracting Officer's (or designated representative's) direction. This includes return of all ID badges, keys, laptop computers and other Government property. A full and accurate inventory, accounting for all lost, stolen or damaged property must also be furnished to the Contracting Officer (or designated representative) before final payment is authorized. The final invoice shall include the Contractor's Release of Claims.

G.13 QUICK-CLOSEOUT PROCEDURES

The Contracting Officer may authorize quick-closeout procedures at the task order level if the conditions stipulated in FAR 42.708(a) are met.

- In accordance with FAR 42.708(b), a determination of final indirect costs under the quick-closeout procedures shall be final for the task order it covers and no adjustment shall be made to other contracts (or task orders) for over- or under-recoveries of costs allocated or allocable to the contract covered by the agreement.
- Indirect cost rates used in the quick closeout of a task order shall not be considered a binding precedent when establishing the final indirect cost rates for other contracts (or task orders).

Section H- Special Contract Requirements

Clause	Title
52.234-4	Earned Value Management System (Nov 2016)

H.1 PLANNING CONSTRAINTS

As directed by the CO, the COR, and/or GTM shall be included in all communications or meetings pertaining to the work being performed in the PWS except for internal meetings that involve only the Contractor and its team. The Contractor shall not initiate meetings or correspondence regarding the work being performed in this PWS without receiving direction from the COR or the GTM.

H.2 SECURITY REQUIREMENTS

A **TOP SECRET** facility clearance is required for this initiative.

- (a) A facility security clearance at **TOP SECRET** level is required for performance on this contract/task order and any subsequent task orders in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification. The Defense Security Service, a member of the Department of Defense (DOD), should issue the **TOP SECRET** facility clearance.
- (b) Since it will be necessary for some Contractor personnel to have access to classified material and/or to enter into areas requiring a security clearance, each Contractor employee requiring such access must have an individual security clearance commensurate with the required access prior to performance. Individuals must maintain their security clearance for the duration of employment under this award.
- (c) The Contractor shall obtain a Department of State building pass for all employees performing under this award who require frequent and continuing access to Department of State facilities in accordance with DOSAR 652.204-70 Department of State Personal Identification Card Issuance Procedures.
- (d) Performance of this IDIQ/task order shall be in accordance with the attached DD Form 254, Department of Defense Contract Security Classification Specification and FAR 52.204-2 "SECURITY REQUIREMENTS."
- (e) Classified material received or generated in the performance of this award shall be safeguarded and disposed of in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22 M).

Personnel Security Requirements

All contractor personnel assigned to this Task Order shall possess a **TOP SECRET** or **SECRET** personnel security clearance issued by the Defense Security Service prior to Task Order performance.

The Bureau of Diplomatic Security, DS/IS/IND will advise the Contractor's Facility Security Officer (FSO) of any security violations by contractor employees. The Contractor shall ensure that upon termination from the contract and immediately upon such termination, cleared contractor employees will be debriefed and sign a Security Debriefing Acknowledgement portion of the SF 312, and ensure any and all building passes/ID cards are returned to the State Department. Upon completion of this contract, all classified and/or SBU information shall be returned to the government.

Additional Security Requirements

(a) Subcontracting firms must possess facility security clearances commensurate with their level of access. All subcontractors must be approved by the CO or COR and all sub-contractor DD254's are prepared and approved

by DS/IS/IND prior to performance on contract.

(b) Subsequent to contract/task order award, the Government will conduct a formal briefing for the contractor. The purpose of the briefing will be to bring to the contractor's attention the governing documents and directives regarding all security considerations in the staffing of the project, site access, software and hardware functions, document control, and Diplomatic Security procedures.

(c) Department of State personnel will provide assistance in obtaining Annex and work place access during the period of contract support. Contractors must return all access control documentation and building badges to the DoS COR at the completion of contract services.

(d) In the event, a personnel security clearance is rescinded for an individual assigned to this contract/task order, the individual shall be removed from the contract/task order and replaced by a substitute acceptable to the Government at no increase in cost or price.

(e) Security clearance requirements for the contractor to access DoS domestic or overseas information systems shall be in accordance with 12 FAM 600 (reference Web site: <http://aope.a.state.gov> - click on "FAM" under "References").

(f) The Information System Security Officer (ISSO) will debrief all personnel who resign, are transferred, terminated, or otherwise removed from the contract/task order on the last day of work on site and shall turn in their Department of State badge to the ISSO. The company must cancel the visitor authorization request previously sent to DS/IS/IND. Each employee under this contract/task order is individually responsible for the protection of information and shall be required to sign an agreement regarding the confidentiality of the work performed under this contract/task order.

(g) The company FSO must send a Visitor Authorization Request (VAR) to DS/IS/IND via e-mail to DS_IND_CONTRACTORVARS@STATE.GOV or by facsimile to 571-345-3000 along with JCAVS Person Summary for each contractor employee having a personnel security clearance issued by the Defense Security Service (DSS).

Department of State Personal Identification Card Issuance Procedures

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>

OpenNet Connectivity

The Contractor will be required to establish connectivity to the Department OpenNet from the Contractor facility (OpenNet Extension). The program office will sponsor the Contractor for the connectivity to OpenNet.

Minimum OpenNet Extension Requirements

1. All requests for telecommunication extensions must be coordinated with IRM's telecommunications group, IRM/OPS/ENM/TWD;
2. The Open Net link between the contractor facility and the DoS must be encrypted by a FIPS 140-2 NIST-certified encryption device. The type and management of the encryption device must be coordinated with IRM/OPS/ENM. The encryption product must be configured in accordance with the NIST security policy provided with the product. All contractor personnel having physical and or logical access to the encryptor must be U.S. Citizens, who have been approved for contractor performance in accordance with paragraphs 9 and 10. Key change must be accomplished on a 24-hour basis;
3. The Contractor facility must be secured for the protection of SBU data in accordance with 12 FAM 629 and 12 FAM 629;
4. The encryption device must be located in a room or a cabinet secured by a DS approved lock, or in an approved server room. IRM/OPS/ENM must ensure that access to the device's Administrator functions is limited;
5. OpenNet extensions that require the use of an OpenNet server must house the server in a server room that is

constructed and secured in accordance with 12 FAM 624 and 12 FAM 629;

6. The system administrator must ensure that OpenNet workstations with non-removable storage media (i.e., fixed disks) and those with non-volatile memory are located in a room which is secured with DS-approved locks for after-hours access control;

7. All media associated with the Department of State (e.g., removable hard drives, CDs/DVDs, flash drives) must be secured within a locked office or suite, or secured in a locked container during non-duty hours;

8. All media and equipment associated with the Department of State must be labeled at the appropriate classification level, e.g., Unclassified;

9. All contractor personnel with physical and/or logical access to OpenNet workstations and/or servers at the contractor extension site must possess the personnel security clearance (PCL) requirements stated in Block 13 of the DD Form 254 Contract Security Classification Specifications. Note that uncleared contractor employees, if allowed on contract, are prohibited from logical access to OpenNet. Contractor personnel security clearances must be passed to DS/IS/IND; fax to 571-345-3000, or email to DS_IND_ContractorVARs@STATE.GOV.

Additionally, contractor personnel must:

a) be given a briefing by the ISSO prior to the employees' initial OpenNet access to ensure they understand their obligations and requirements to adhere to established DoS security policies concerning the use of Automated Information Systems, and

b) complete the DoS Cyber Security Awareness Course (PS 800) upon gaining access to OpenNet, and annually thereafter;

10. All Contractor personnel must have a confirmed 'need to know' requirement to access Department data;

11. Co-location of DoS equipment with personnel that do not possess the minimal security clearance or meet the confirmed 'need to know' requirements to access Department data is prohibited;

12. Personnel (e.g., contractor staff, cleaning staff, building maintenance staff) that do not meet the requirements in paragraphs 9 and 10, but require physical access to areas where the OpenNet equipment is located, must be escorted at all times by a Contractor employee that has authorized access to OpenNet;

13. All contractor personnel with access to the OpenNet must report any security incident to the Contractor AISSO, who must report to DS/IS/IND and the contractor Facility Security Officer (FSO) in accordance 12 FAM 590, Cyber Security Incident Program;

14. Contractor personnel must not perform software development or maintenance on OpenNet;

15. Citizens of specifically designated technical and /or human intelligence threat countries may not develop, modify, or perform maintenance on software used on DoS computer systems, unless there has been specific DS authorization;

16. The system administrator must ensure that individual User IDs and passwords are issued to authorized users. The use of group passwords is prohibited. The passwords must conform to DoS 12 FAM 622.1-3 policy as to length and makeup;

17. All hardware and software used for this extension must be Local or IT CCB approved and configured, and managed in accordance with 12 FAM 600 and Department security configuration guidelines.

18. All media (e.g., hard drives, CDs, flash memory, etc.) used on OpenNet must be returned to DS/IS/IND when:

a) the media is no longer needed;

b) the media is inoperative;

c) the extension is no longer required by Contractor; or

d) the contract is terminated;

19. The OpenNet extension must have no other network connections;

20. All OpenNet processing areas must be approved for the protection of SBU data (Sensitive But Unclassified) by DS/IS/IND;

21. The contractor must notify DS/IS/IND when users no longer require access to OpenNet;

22. Any changes to the configuration of this extension (e.g., adding additional workstations, relocating existing workstations) or any changes to the physical structure of the OpenNet space must be approved by DS/SI/CS;
23. DS/IS/IND and the contractor must agree that the OpenNet extension is subject to on-site and remote auditing, scanning, and testing as deemed necessary by DS. This auditing, scanning, and testing will help to assess the compliance of this OpenNet extension with DoS requirements;
24. An acceptable level of risk must be maintained for the site in the iPost Risk Score Advisor report generated for the site, i.e., a grade equal to 'B' or higher;
25. This extension will be subject to continuous monitoring by E&V_Scanning;
26. If at any time, DS finds that the above listed security requirements are not being met, the OpenNet extension will be subject to termination.

H.3 SKILL REQUIREMENTS

The USG requires the Contractor to provide sufficiently skilled and experienced resources capable of meeting both the technical and project management requirements stated in the PWS and any requirements defined at the task order level. The Contractor shall train personnel for the necessary skills at their own expense. Skilled personnel requirements apply to team members and key personnel.

H.4 KEY PERSONNEL

The Contractor shall provide personnel for this contract who satisfy the requirements of the contract. The Contractor shall ensure that all personnel requiring elevated privileges and system access (e.g. System Administrators and Database Administrators), or requested by the COR, hold active TOP SECRET clearances.

Key Personnel shall require SECRET or TOP SECRET clearance, as defined at the individual task order level.

The Contractor shall provide team resources that demonstrate relevant technical experience in the platforms, client-server and n-tier architecture, and Web-based operating environments as well as, demonstrated technical experience with the latest released version(s) of the software.

During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

The Contractor shall not substitute any key personnel without prior notification to and concurrence of the Contracting Officer. The Contractor shall ensure that all proposed substitutes meet or exceed the qualifications of the person to be replaced. The Contractor shall notify the Contracting Officer in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution.

The Contractor shall ensure that such notification includes:

1. An explanation of the circumstances necessitating the substitution
2. A complete resume of the proposed substitute; and
3. Any other information requested by the Contracting Officer to enable him to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

If the CO and the COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the requirements, including individual

task orders, a material breach of the contract would occur, and the Government would pursue the appropriate remedy.

The Contractor shall assign key personnel (personnel considered to be essential to the work being performed) identified in the contract at the task order level.

H.5 NON-DISCLOSURE

Information made available to the Contractor by the USG for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written advance agreement of the CO.

The Contractor agrees to assume responsibility for protecting the confidentiality of USG records, which are not public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract, which has not been made public, except in the necessary performance of their duties or upon written authorization of the CO. All documents and records (including photographs) generated during the performance of work under awarded task orders shall be for the sole use of and become the exclusive property of the USG.

Furthermore, no data, data base records, article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed shall be published or disseminated through any media without the prior written authorization of the CO. These obligations do not cease upon the expiration or termination of awarded task orders. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

H.6 GOVERNMENT FURNISHED EQUIPMENT

The Contractor shall follow these instructions for GFE:

- Any Government furnished property, equipment, information, materials, or data will remain the property of the Government. The Contractor shall return all Government furnished property, equipment, information, materials, or data to the Government or transfer it to another entity upon request or completion of the support services at the conclusion of this contract. The Contractor shall track Government furnished property, including equipment, through applicable procedures, provided by the CO in accordance with the FAR.
- The Contractor shall not temporarily use for or transfer to other activities, the equipment allocated to this contract without prior approval from the CO. In the case of transfer, the Contractor shall prepare and submit a Non-Expendable Property Transaction form (DS-584) for CO and Asset Management Team approval / action. The Contractor shall prepare the Domestic Property Excess form (DS-1882) for surplus equipment, for the CO and Asset Management Team approval / action.
- The Government will provide the pre-configured DoS workstations for the secure OpenNet facility.

H.8 STANDARDS

The Contractor shall insure all work is completed in accordance with U.S. Government and DoS standards, policy, procedures and guidelines as provided. All products and services created under these tasks, and as part of the agreement, belong solely to the U.S. Government.

H.9 NON-PAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this task/delivery order.

H.10 ORGANIZATIONAL CONFLICT OF INTEREST

(a) Definitions:

1. "Organizational Conflict of Interest" (OCI) means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
2. "Person" as used herein includes individuals, subcontractors, team members, consultants, corporations, partnerships, joint ventures and other business relationships.
3. "Contract instrument" includes a contract, modification and TO.
4. "Contractor" includes the CSM Contractor, any subcontractor, consultant or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor.

(b) General:

The Contractor understands and shall comply with all requirements in FAR subpart 9.5 and shall comply with the following agency requirements:

1. The Contractor warrants at the time of award that to the best of its knowledge and belief, and except as otherwise disclosed in accordance with paragraph (c), that no person as defined in paragraph (a)2 has any OCI as defined in paragraph (a)1 which would affect the Contractor's ability to perform the work under the Contract.
2. The Contractor agrees that if after award of the contract and subsequent TOs, an actual or potential OCI arises, FAR subpart 9.5 will govern the actions of the Government and the Contractor. The goal of all actions will be to avoid all conflicts of interest, avoid prejudicing the best interest of the Government, and avoid prejudicing the right of the Contractor to participate in procurements (current or future) that are the subject of any work under this contract and subsequent TOs.
3. An OCI for the Contractor, before or after award, shall automatically disqualify all persons associated with the Contractor from bidding or performing any affected work. After disclosure of the actual or potential OCI as required in paragraph (c), the Senior Procurement Executive (SPE) may authorize bidding and/or performance of work notwithstanding an OCI.
4. The Contractor shall promptly notify the CO, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
5. The Contractor further agrees that, during the performance of this contract and TOs, for a period of three years after completion of performance of their work, the Contractor shall not participate in a competitive procurement prohibited under FAR 9.505-1 through 9.505-4. However, with the authorization of the SPE,

the Contractor may be authorized to compete for such procurements subsequent to an intervening procurement. This provision applies to all TO competitions, delivery order competitions and contract competitions where the Contractor has prepared any portion of the PWS, has source selection information, or resulting instrument requires the Contractor to evaluate its own products or services.

(c) Mitigation:

The Contractor agrees whenever an actual or potential OCI is discovered, it shall make immediate and full disclosure in writing to the CO. The disclosure shall include at least:

1. Full disclosure of all the relevant facts;
2. Description of the actual or potential conflict of interest;
3. Discussion of how the conflict of interest would be mitigated, avoided, or neutralized;
4. Any effects on the quality and timeliness of supplies or services to be delivered under the mitigation plan;
5. Cost of the mitigation, avoidance or neutralization; and
6. All other information requested by the CO to determine the existence and appropriate resolution of the OCI.
7. The information shall be submitted to the CO for review and SPE approval of any mitigation plan. No further work will be done or charged until the Contractor is directed to do so by the CO. If a mitigation plan is accepted as a means to avoid, mitigate or neutralize an actual or potential OCI, it shall be added to the contractual instrument at inception or by bilateral modification.
8. Notwithstanding this notification, the Government may terminate any affected instrument (e.g. TO) for the convenience of the Government if determined to be in the best interest of the Government.

(d) Notwithstanding paragraph (c) above, if the Contractor takes any action prohibited by this clause or fails to take action required by this clause, the Government may terminate this contract for default.

(e) The CO's decision as to the existence or nonexistence of an actual or potential OCI shall be final.

(f) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the USG its product lines in existence on the effective date of this contract; nor shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sales of catalogs or standard commercial items are exempt from this requirement.

(g) The Contractor shall include this requirement in all subcontracts, teaming agreements, or other contractual relationships with persons, who may have access to information or be involved in situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "Contractor" where appropriate.

(h) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(i) Compliance with this clause is a requirement of this contract.

H.11 TECHNICAL DIRECTION

a) Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the Contracting Officer's Representative specified in the RFP or in individual task orders. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Statement of Work.
- (2) Guidance to the Contractor which assists in the interpretation of drawings, specifications or technical portions of work description.

b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to:

- (1) assign additional work under the contract;
- (2) direct a change as defined in the "Changes" clause of this contract;
- (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or
- (4) change any of the terms, conditions or specifications of the contract.

c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

H.12 RESERVED

RESERVED

H.13 EARNED-VALUE MANAGEMENT SYSTEM (EVMS) GUIDELINES

(a) In the performance of each task order the contractor shall use an EVMS to manage the task order that, at the time of task order award, has been recognized by the cognizant Contracting Officer (CO) or a duly authorized representative as compliant with:

1. The guidelines in ANSI/EIA Standard -748 (current version at time of award).
2. U.S. Department of State's Earned Value Management Framework at the Level of Rigor for which the project is assessed by the U.S. Department of State's EGov PMO Office.
3. The data and reporting requirements of the U.S. Department of State's Electronic Capital Planning and Investment (e-CPIC) System

(b) EVMS Reporting:

1. The contractor shall use "Milestones Completed" as the predominant earned value methodology using a work breakdown structure (WBS) and cost work breakdown structure (CWBS) jointly approved by the Government and the contractor.
2. The contractor shall generate a monthly cost performance report (CPR) in accordance with DI-MG-MT-81466A by the 16th day of each month for the previous month's activity, and fiscal-year-to-date activity. An online description of the CPR can be found at: http://www.acq.osd.mil/pm/currentpolicy/cpr_cfsr/cpr_finl.doc.
3. The contractor shall submit EVMS data and reports in accordance with these requirements, in both electronic and hard copy formats, by the 16th day of each month for the previous month's activity and fiscal-year-to-date activity in both electronic and hard copy formats. The electronic file provided shall be capable of easily transferring EVM metrics into the U.S. Department of State's Earned Value Reporting Tool, eCPIC.
4. The Contractor's CPR shall document the current and cumulative variances and report on the Cause, Impact and Corrective Action for all variances that are projected to reach or go beyond the current established OMB or DoS's. EVMS thresholds (i.e., currently +/- 7%). The form of the document shall be an industry standard Format 5 Variance Analysis Report (VAR); for an example, see ht-

[tp://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2734-5.pdf](http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2734-5.pdf).

(c) If, at the time of award, the contractor's EVMS has not been recognized by the cognizant Contracting Officer (CO) or a duly authorized representative as complying with EVMS guidelines (or the contractor does not have an existing cost/schedule control system that is compliant with referenced in paragraph (a) and (b) of this clause), the contractor shall apply the system to the task order and shall be prepared to demonstrate to the CO or a duly authorized representative that the EVMS complies with the guidelines referenced in paragraph (a) and (b) of this clause.

(d) The contractor shall provide access to all pertinent records and data requested by the CO or a duly authorized representative. Access is to permit government surveillance to ensure that the EVMS conforms, and continues to conform to the performance criteria referenced in paragraph (a) and (b) of this clause.

(e) The contractor shall require all of its subcontractors to comply with the requirements of this clause.

H.14 CONTRACTOR PROCESS MATURITY AND IMPROVEMENT

CST places a high degree of importance on its Contractors' ability to use sound processes and improve them when they are not working. Consequently, CST requires the Contractor to be a CMMI Level 3 certified organization for Development, Acquisition, and/or Services at the time of proposal submittal and employ Level 3 processes for its support for the work described in this PWS.

H.15 SMOKE-FREE WORKPLACE NOTICE

(a) The Department of State has been designated a smoke-free workplace.

(b) *Definitions.* "Smoking" means a lighted cigar, cigarette, pipe or other tobacco product. "Smoking Areas" means those designated exterior spaces where the smoking of tobacco products is permitted.

(c) *Applicability.* The Smoke-Free Workplace policy applies to all occupants of the Main State Complex; as well as all Department of State occupied space in other domestic buildings, whether owned, rented or leased, and to all Department of State owned, rented, or leased vehicles.

(d) *Policy.* It is the policy of the Department of State to promote a healthy environment. Accordingly, the Department has adopted a policy prohibiting smoking in the interior of all domestic buildings and facilities effective August 1, 1993.

H.16 COOPERATION WITH OTHER ON-SITE CONTRACTORS

(a) When the USG undertakes or awards other Task Orders or contracts for additional work, the Contractor must:

- (1) Fully cooperate with the Contractors and USG employees, and
- (2) Carefully fit its own work to such other additional contracted work as may be directed by the GTM and COR. The Contractor shall not commit or permit any act that will interfere with the performance of work awarded to another Contractor or with the performance of other USG employees.

(b) In any case where, in the course of fulfilling the Task Order requirements, the Contractor disturbs any work guaranteed under another separate contract, the Contractor shall restore such disturbed work to a condition satisfactory to the GTM and COR and guarantee such restored work to the same extent as it was guaranteed under the other contract.

Section I- Contract Clauses

Clause	Title
52.217-8	Option to Extend Services (Nov 1999)
52.217-9	Option to Extend the Term of the Contract (Mar 2000)
52.237-3	Continuity Of Services (Jan 1991)
652.237-72	OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)
652.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (SEP 2007)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-6	Restrictions On Subcontractor Sales To The Government (Sept 2006)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203-12	Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)
52.203-14	Display of Hotline Poster(s) (Oct 2015)
52.204-2	Security Requirements (Aug 1996)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)
52.207-3	Right of First Refusal of Employment (May 2006)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)
52.215-2	Audit and Records - Negotiation (Oct 2010)
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications (Aug 2011)
52.215-12	Subcontractor Certified Cost or Pricing Data (Oct 2010)
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications (Oct 2010)
52.215-14	Integrity of Unit Prices (Oct 2010)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -

Clause	Title
	Modifications (Oct 2010)
52.216-7	Allowable Cost and Payment (Jun 2013)
52.216-22	Indefinite Quantity (Oct 1995)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)
52.209-9 Alt I	Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) - Alternate I (Jan 2011)
52.202-1	Definitions (Nov 2013)
52.232-7	Payments under Time-and-Materials and Labor Hour Contracts (Aug 2012)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)
52.203-3	Gratuities (Apr 1984)
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.204-12	Unique Entity Identifier Maintenance (Oct 2016)
52.204-13	System for Award Management Maintenance (Oct 2016)
52.204-14	Service Contract Reporting Requirements (Oct 2016)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (June 2016)
52.211-11	Liquidated Damages - Supplies, Services, or Research and Development (Sept 2000)
52.216-8	Fixed Fee (Jun 2011)
52.217-2	Cancellation Under Multiyear Contracts (Oct 1997)
52.219-8	Utilization of Small Business Concerns (Nov 2016)
52.219-9	Small Business Subcontracting Plan (Jan 2017)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-2	Payment for Overtime Premiums (July 1990)
52.223-6	Drug Free Workplace (May 2001)
52.232-17	Interest (May 2014)
52.232-18	Availability Of Funds (Apr 1984)
52.232-22	Limitation Of Funds (Apr 1984)
52.232-23	Assignment of Claims (May 2014)
52.232-25	Prompt Payment (Jan 2017)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)

Clause	Title
52.233-1	Disputes (May 2014)
52.233-3	Protest after Award (Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation (Apr 1984)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for Unallowable Costs (May 2014)
52.242-13	Bankruptcy (July 1995)
52.243-1	Changes - Fixed-Price (Aug 1987)
52.243-2	Changes - Cost-Reimbursement (Aug 1987)
52.243-3	Changes - Time-and-Material or Labor-Hours (Sept 2000)
52.244-2	Subcontracts (Oct 2010)
52.244-6	Subcontracts for Commercial Items (Jan 2017)
52.245-1	Government Property (Jan 2017)
52.245-9	Use and Charges (Apr 2012)
52.232-1	Payments (Apr 1984)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
52.249-6	Termination (Cost Reimbursement) (May 2004)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.249-12	Termination (Personal Services) (Apr 1984)

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.acquisition.gov/far

DOSAR: <https://aope.a.state.sbu/dosar/>

52.232-33 Payment by Electronic Funds Transfer - System for Award Management (Jul 2013)

(a) *Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), ex-

cept as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of clause)

Section J- List of Attachments

Identifier	Title	Date	Number of Pages
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J.1 LIST OF EXHIBITS

EXHIBIT A	SOW Figures
EXHIBIT B	Worldwide Consular Locations
EXHIBIT C	ConsularOne Project Allocation Executive View
EXHIBIT D	ConsularOne Project Schedule
EXHIBIT E	DD-254 Security Requirements
EXHIBIT F	Past Performance Questionnaire
EXHIBIT G	Labor Category Descriptions
EXHIBIT H	Fully Loaded Labor Rates
EXHIBIT I	Pricing Tables
EXHIBIT J	Sample Task Order One (1)
EXHIBIT K	Sample Task Order Two (2)

Section K- Representations, Certifications, and Other Statements of Offerors or Respondents

Clause	Title
52.204-5	Women-Owned Business (Other Than Small Business) (Oct 2014)
52.204-17	Ownership or Control of Offeror (Jul 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.219-1	Small Business Program Representations (Oct 2014)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications (Oct 2015)
52.234-2	Notice of Earned Value Management System-Preaward Integrated Baseline Review (Nov 2016)
52.234-3	Notice of Earned Value Management System-Postaward Integrated Baseline Review (Nov 2016)

52.204-8 Annual Representations and Certifications (Jan 2017)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is \$27.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the con-

tract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitation that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

52.203-2 Certificate Of Independent Price Determination (Apr 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (Sept 2007)

(a) *Definitions.* As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12) are hereby incorporated by reference

in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions.

As used in this provision:

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

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

(b) Certification.

By submitting this offer, the offeror certifies that it is not:

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

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

(End of provision)

52.209-7 Information Regarding Responsibility Matters (Jul 2013)

(a) Definitions. As used in this provision --

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ___ has ___ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov>. (see 52.204-7).

(End of provision)

als I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement--Cost Accounting Practices and Certification

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror

will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes
No

(End of provision)

52.230-7 Proposal Disclosure Cost Accounting Practice Changes (Apr 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes
 No

If the offeror checked "Yes" above, the offeror shall-

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters (Oct 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

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

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) *Examples.*

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

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

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

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

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.204-3 Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

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

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

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

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

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

(e) *Type of organization.*

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

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

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____.

(f) *Common parent.*

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____.

TIN _____.

(End of provision)

Section L- Instructions, Conditions, and Notices to Offerors and Respondents

Clause	Title
52.233-2	Service of Protest (Sept 2006) [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]
52.204-7	System for Award Management (Oct 2016)
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements - Non-Commercial Item Acquisition With Adequate Price Competition (Feb 2007)
52.204-6	Unique Entity Identifier (Oct 2016)
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010)
52.216-1	Type of Contract (Apr 1984)
52.222-24	Preward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)
52.215-1	Instructions to Offerors--Competitive Acquisition (Jan 2017)
52.215-16	Facilities Capital Cost of Money (June 2003)
52.232-13	Notice Of Progress Payments (Apr 1984)
52.237-10	Identification of Uncompensated Overtime (Mar 2015)
52.204-16	Commercial and Government Entity Code Reporting (Jul 2016)
52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)
52.207-2	Notice Of Streamlined Competition (May 2006)
52.214-3	Amendments to Invitations for Bids (Dec 2016)
52.214-4	False Statements in Bids (Apr 1984)
52.214-5	Submission of Bids (Dec 2016)
52.214-6	Explanation to Prospective Bidders (Apr 1984)
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999)
52.214-15	Period for Acceptance of Bids (Apr 1984)

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

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

- (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Raymond Bouford, at 703-875-5429 or fax 703-875-6155. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

L.1 OFFEROR QUESTIONS AND/OR CLARIFICATIONS

The Department of State (DoS) will accept RFP questions in writing by e-mail only. All communications in reference to this RFP shall cite the solicitation number and be directed to Mikel L. Alderman at email aldermanml@state.gov.

Questions should be received via email by **5:00 PM EST, May 22, 2017**. Questions received after that date may not be answered prior to the date established for the receipt of proposals. No phone calls will be accepted.

Offerors are encouraged to submit all questions in a single email. If multiple emails are submitted, each email following the original email submission must be numbered using a consistent numbering scheme.

The DoS does not plan to hold a pre-proposal conference for prospective offerors. If, after a review of questions submitted by offerors, the Department of State believes a pre-proposal conference is necessary, one will be scheduled and all prospective offerors will be advised.

L.2 COMMUNICATION CONCERNING SOLICITATIONS

Offerors may only contact the Contracting Officer's Vincent Sanchez or Mikel Alderman regarding this solicitation. Communication concerning this solicitation with any other Government personnel, including offeror support personnel, is prohibited unless specifically authorized elsewhere herein. If such contact occurs, the offeror making such contact may be excluded from award consideration.

L.3 SOLICITATION RESPONSE

The Offeror shall submit all information requested in the solicitation. The Government reserves the right to eliminate from the competition any proposal that fails to include all information requested in the solicitation.

The Government will not pay for any proposal costs incurred by the Offeror or any costs attributed to the pro-

posal preparation unless the Offeror wins the award, and such costs are part of an established indirect cost pool and determined allowable by the Offeror's cognizant Federal agency official.

L.4 PROPOSAL DUE DATE & DELIVERY

Offerors shall submit offers by the proposal due date on **5:00 PM Eastern Standard Time on June 27, 2017**. (See Block 9 of the SF-33) via .

Offerors shall submit all volumes (Technical , Business, and Price) of their proposal, including all original and copies to the DOS either hand-carried or by express mail (e.g., Federal Express) to the address set forth below. Proposals must be received at that address no later than the date and time shown on page 1 (SF 1449) of this RFP. Proposals will be accepted Monday through Friday, except on Federal Holidays to:

By courier (FedEx, UPS, etc.) or by hand to:

U.S. Department of State
Office of Acquisition
A/LM/AQM/IP/TCA
SA-6A, Suite 400
1735 North Lynn Street
Arlington, VA 22209
Attn: Mikel L. Alderman

OR for U.S. Postal Delivery

U.S. Department of State
Office of Acquisition
A/LM/AQM/IP/TCA, 5th FL
P.O. Box 9115
Rosslyn Station
Arlington, VA 22219
Attn: Mikel L. Alderman

Offerors shall submit their hard-copy proposals to the DOS either hand-carried or by express mail (e.g., Federal Express) to the address set forth below. Proposals must be received at that address no later than the date and time shown on page 1 (SF 1449) of this RFP. Proposals will be accepted Monday through Friday, except on Federal Holidays to:

Email Mikel Alderman at AldermanML@state.gov with the proposed delivery date 24 hours in advance to ensure availability for receipt, or call Mikel Alderman at 703-875-6029 in advance of entry to location.

Failure to submit the proposal in the proper format, to the proper address, or by the deadline specified will result in a nonresponsive proposals and removal from award consideration.

L.5 PROPOSAL VALIDITY PERIOD

All proposals shall be valid for a minimum of 180 calendar days from the closing date for this RFP.

L.6 SUBCONTRACTING

The Contractor is allowed to subcontract. Procedures for requesting and granting consent to subcontract shall be done at the task order level. All terms and conditions for the prime contractor will be required to flow down to subcontractors, excluding those that are not mandated by the FAR to flow down.

L.7 DISCUSSIONS WITH THE OFFEROR

The Contracting Officer is the **ONLY** person who is authorized to conduct formal discussions with the Offeror from release of this RFP through the time of contract award. Any such discussions shall be conducted in accordance with the regulations stipulated in FAR part 15.

L.8 DISPOSITION OF UNSUCCESSFUL OFFERORS

The proposals will not be returned. Upon award the successful Offerors' original copies will be retained in the official contract file.

L.9 DEBRIEFING OF UNSUCCESSFUL OFFERORS

The debriefing of unsuccessful offerors shall be conducted upon written request and within the guidelines of FAR 15.505 and FAR 15.506. The format, time, date and location of the debriefing shall be determined by the CO.

L.10 INCOMPLETE INFORMATION

Failure to deliver *all requested data* as part of the Proposal may result in a non-responsive proposal and removal from award consideration.

L.11 PROPOSAL PREPARATION INSTRUCTIONS AND FORMATTING

Offerors shall review and follow all instructions because failure to do so may result in the proposal being determined to be unacceptable and removed from consideration for award. Proposals shall conform to solicitation provision FAR 52.215-1 Instructions to Offerors - Competitive Acquisition and be prepared in accordance with this section. To aid in the evaluations, proposals shall be clearly and concisely written as well as neat, indexed (cross indexed as appropriate) and logically assembled. Clarity and completeness of the proposal are of the utmost importance. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible.

All material submitted must be directly pertinent to the requirements of this RFP. Extraneous narratives elaborate brochures, marketing material, etc. should not be submitted. All pages of each part shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number, and proposal volume number.

This section will specify the contents and formatting for the offeror to use when preparing and submitting their proposal. The entire proposal shall consist of three (3) separate volumes as follows:

Title	Volume	Number of copies
Technical Proposal	I	Original and three (3) hard copies; Electronic
Price Proposal	II	Original and one (1) hard copy; Electronic
Business Proposal	III	Original and one (1) hard copy; Electronic

The Price Proposal (Volume II) and the Business Proposal (Volume III) may be combined in the same hard copy binder.

Each volume shall be submitted and separated by corresponding tabs. Electronic copies shall be prepared using Microsoft Office 2010 or a compatible format. Submit one compact disc (CD) (place CD inside the Volume 1 binder) that contains both the technical, price, and business proposal .

Be certain to provide the password if the CD files are locked. Contents shall be at a minimum compatible to Windows XP and Microsoft Office products 2003 (preferably Microsoft Office) in order to view properly. Narrative text shall be submitted in searchable format (e.g. Adobe *.pdf, MS Word, etc.).

On each CD, the offeror shall indicate the offeror’s name and solicitation number. The files shall be consistent and uniformly named to allow for easy distinction between volumes, tabs, etc. In the event there is a discrepancy between the content found in a paper copy and an electronic copy, the paper copy shall take precedence.

The following is the specified format for all volumes:

- (a) Pages are to be standard 8 ½” by 11” size. However, one or more Pricing Tables may be printed on paper not exceeding 11” x 17” if viewing of such Pricing Table(s) is more legible.
 - (b) 12-point size type shall be used. The font shall be Times New Roman with one exception – Arial may be used for tables, figures, and graphics. The font size for tables and figures, and any other type of inserts can be no smaller than 8 point; The font size for any graphics as it appears on the printed page can be no smaller than 8 point; and
 - (c) Unless already established in the Pricing Tables, margins shall be one-inch at top/bottom and left/right of the page and pages may not be reduced form. Headers and footers are allowed in the margins and their font size can be no smaller than 10 point.
 - (d) Pages shall be printed single-sided.
- Cost/Pricing tables shall be prepared in Microsoft Excel and all formulas shall be displayed in all applicable data cells.

Proposals not received in accordance with these instructions may be considered unacceptable and rejected. The penalty for making false statements is prescribed in 18 USC 1001. Failure to furnish current and complete information requested may cause a proposal to be determined unacceptable and rejected.

L.11.1 VOLUME I: TECHNICAL PROPOSAL

The Offeror’s Volume I: Technical Proposal shall be organized as described below.

VOLUME I: TECHNICAL PROPOSAL		
Cover Page	Not counted in page limit	N/A

VOLUME I: TECHNICAL PROPOSAL		
Table of Contents	Not counted in page limit	N/A
Cover Letter	Not counted in page limit	N/A
Factor 1: Organizational Certifications	1 page	L.11.1.1
Factor 2: Demonstrated Understanding	10 pages	L.11.1.2
Factor 3: Response to Task Order 1	35 pages	L.11.1.3
Subfactor 2(b): Program Management Plan	15 pages (not counted in page limit)	L.11.1.3
Subfactor 2(c): Quality Control Plan	10 pages (not counted in page limit)	L.11.1.3
Subfactor 2(d): Staffing Matrix	Not counted in page limit (2 pages per key personnel resume)	L.11.1.3
Subfactor 3: Transition-In Plan	Not counted in page limit	L.11.1.3
Factor 4: Response to Task Order 2	25 pages	L.11.1.4
Subfactor 2(a): Quality Control Plan	10 pages (not counted in page limit)	L.11.1.4
Subfactor 2(b): Project Management Plan	10 pages (not counted in page limit)	L.11.1.4
Subfactor 2(c): Staffing Matrix	Not counted in page limit (2 pages per key personnel resume)	L.11.1.4
Factor 5: Corporate/Team Experience	10 pages	L.11.1.5
Factor 6: Past Performance	1 page (per past performance)	L.11.1.6
Assumptions and Exceptions	2 pages	N/A

No Price information shall be included in the technical proposal. If price information is found in the technical proposal, it will not be evaluated.

Cover Letter

A cover letter shall accompany the proposal to set forth any information that the Offeror wishes to bring to the attention of the Government. The cover letter shall also stipulate that the Offeror's proposal is predicated upon all the terms and conditions of this RFP. In addition, it must contain a statement that the Offeror's proposal is valid for a period of 180 calendar days from the submission date of the proposal.

The following introductory information is required in the Cover Letter of Volume I of the proposal:

- (a) RFP Number
- (b) Name and address of Offeror
- (c) Name, telephone number & Email address of main point-of-contact
- (d) Name of your contract administration office
- (e) Date of submission,
- (f) Name, title and signature of authorized representative,
- (g) DUNS number, and
- (h) CAGE Code.

L.11.1.1 Factor 1: Organizational Certifications

The Offeror must certify that it possesses the following:

- (a) Facility Clearance Requirement: TOP SECRET
- (b) CMMI-Level III
- (c) Facilities located within a 25-mile radius of 600 19th St NW, Washington, DC 20522

As a part of this certification, the Offeror must include the date each certification was provided and the issuing entity. In the case of facility location, the Offeror must provide the full street address of the facility.

L.11.1.2 Factor 2: Demonstrated Understanding

The Offeror shall demonstrate an understanding of the CSM Initiative and its ability to achieve the objectives set forth in the RFP.

L.11.1.3 Factor 3: Response to Task Order One (1)

Offeror’s shall provide its proposed approach to Task Order 1. The approach shall address the information below to be considered complete:

Subfactor 1: Technical Approach

- (a) Description of the technical approach to accomplish requirements specified in Section C.4.3 (IT Operations and Maintenance) and 4.4 (Integration Services) of the IDIQ PWS and task order 1.
- (b) Demonstrate technical benefits of their proposed approach in terms of existing technologies or resources, improvements/enhancements, cost efficiencies of their specific approach, and any other support capabilities that provide service excellence or uniqueness, to include:
 - Capabilities in designing and implementing distributed computing systems;
 - Technical expertise in identifying and rationalizing technology or architecture innovations; and,
 - Expertise in ensuring delivered software components are of high quality, free of critical defects or work-arounds.
- (c) Approach to handling changes to include decommissioning of existing systems in support of modernization efforts and how the offeror plans to handle cost changes.
- (d) Approach to ensure rapid accreditation of developed capabilities, inclusive of procedures that accelerate information assurance validations and enable accreditation prior to, or coincident with, final IV&V testing prior to deployment.
- (e) Approach to designing and implementing systems that enable automated deployment, monitoring, and management by CA/CST’s third party Service Operations team.
- (f) Approach to realizing a goal of fewer than 5% of operational incidents requiring escalation to Tier III or Tier IV per year.
- (g) Demonstrate ability to integrate its various workstreams within a Scaled Agile Framework implementation.

Subfactor 2: Program Management and Staffing

- (a) Description of the technical approach to accomplish requirements specified in Section C.4.1 (Task Order Management) of the IDIQ PWS and task order 1.
- (b) Propose an organizational structure and management approach that reflects an understanding of the Government’s requirement and aligns with the Offeror’s technical approach. Describe its approach to the teaming/ subcontracting organization, how this will benefit the program, the level of corporate commitment to the team and how the prime will manage the team. The Offeror must provide a draft Program Management Plan that details how the program will be managed in accordance with PWS requirements.
- (c) Detail its approach to managing work efforts and providing quality control. The Offeror must provide a draft Quality Control Plan that demonstrates how quality, as outlined in the performance requirements summary, will be met. The Offeror must provide performance measures in addition to those stated in the PWS that are meaningful, measurable, challenging and show the offeror's ability to meet the objectives identified in the task order.
- (d) Propose a staffing plan that describes how it will satisfy contract requirements, including how it will acquire and retain qualified and experienced personnel. The Offeror shall provide a Staffing Matrix using the format provided in the sample matrix below. The staffing plan must identify and provide resumes for all proposed key personnel either proposed by the contractor and/or identified in this statement of work. The staffing plan must identify subcontractor(s), if any, who will be used under the task order, the qualifications of the Offeror’s subcontractor team, and how they will be managed. The Offeror shall provide the Basis of Estimate (BOE) for the staffing/labor mix and number of full time equivalents (FTEs) for each CLIN in the proposed task order 1.

Sample Staffing Matrix

Name	Role / Position	Responsibilities / Description	Brief Qualification Summary	Contractor’s Labor Category	Contractor’s Labor Category Description	Task Supported	Hours
E.g.,	Program Man-	Overall over-	15 years	Program Man-	15 plus years		1920

J. Doe	ager	sight of project cost schedule and control.	demonstrated IT project experience, ITIL Foundations, PMP and MS degree in ITIM	ager	demonstrated IT experience, Master's Degree, PMP		
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(e) Explain how it will work in close partnership with DOS and its supporting entities to derive the maximum efficiencies from its approach and solutions while mitigating risks.

Subfactor 3: Transition

Provide a draft Transition-In Plan that describes how the transition will be accomplished in the designated transition period (120 calendar days). The draft Transition-In Plan must explain how it will inherit the current environment.

L.11.1.4 Factor 4: Response to Task Order Two (2)

Offeror's shall provide its proposed approach to task order 2. The approach shall address the information below to be considered complete:

Subfactor 1: Technical Approach

- (a) Description of the technical approach to accomplish requirements specified in Section C.4.2 (Consular Systems Capability Projects) of the IDIQ PWS and task order 2.
- (b) Demonstrate technical benefits of their proposed approach in terms of existing technologies or resources, improvements/enhancements, cost efficiencies of their specific approach, and any other support capabilities that provide service excellence or uniqueness. Understanding of potential platforms or products that could be leveraged to satisfy task order 2's principal functional requirements and the offeror's approach to integrating capabilities with existing ConsularOne implementations to create a seamless user experience, ensure common mechanisms for systems management and maintenance, ensure system performance and scalability, and ensure relevant data is linkable and integrated across capabilities.
- (c) Approach to handling changes, managing risk and cost changes.

Subfactor 2: Project Management and Staffing

- (a) Detail its approach to managing work efforts and providing quality control. The Offeror must provide a draft Quality Control Plan that demonstrates how quality, as outlined in the performance requirements summary, will be met. The Offeror must provide performance measures in addition to those stated in the PWS that are meaningful, measurable, challenging and show the offeror's ability to meet the objectives identified in the task order.
- (b) Offeror shall describe its Project Management Plan to communicate and coordinate services and how plan to control and manage the work and performance among its resources (i.e., Contractor's own personnel, Subcontractors, other stakeholders).
- (c) Describe the personnel it plans to use on the project and how their prior experience on similar tasks align with their roles and responsibilities in the technical approach. Propose a staffing plan that describes how it will satisfy contract requirements, including how it will acquire and retain qualified and experienced personnel. The Offeror shall provide a Staffing Matrix using the format provided in the sample matrix found below. The staffing plan must identify and provide resumes for all proposed key personnel either proposed by the contractor and/or identified in this statement of work. The staffing plan must identify subcontractor(s), if any, who will be used in performing under the task order, the qualifications of the Offeror's subcontractor team, and how they will be managed. Provide the Basis of Estimate (BOE) for the staffing/labor mix and number of full time equivalents (FTEs) for each CLIN in the proposed task order 2.

Sample Staffing Matrix

Name	Role / Position	Responsibilities / Description	Brief Qualification Summary	Contractor's Labor Category	Contractor's Labor Category Description	Task Supported	Hours
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E.g., J. Doe	Program Manager	Overall oversight of project cost schedule and control.	15 years demonstrated IT project experience, ITIL Foundations, PMP and MS degree in ITIM	Program Manager	15 plus years demonstrated IT experience, Master's Degree, PMP		1920
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Subfactor 3: Transition

Discuss your approach to ensure that the solution will be successfully transitioned from task order 2 to task order 1, and how the contractor will leverage the existing knowledge of the project team.

L.11.1.5 Factor 5: Corporate/Team Experience

Corporate/Team experience will be evaluated separately from past performance and shall demonstrate offerors experience with the requirements of the IDIQ.

- (a) The offeror must provide a description of no more than three projects for government (Federal, state, and local) agencies and/or commercial customers for which it served recently or is currently serving as a prime or subcontractor. Recent is defined as within three (3) years from the date of release of this RFP.
- (b) The offeror must clearly state what work was or is being performed by its own staff and what portion by a prime or subcontractor with which the offeror worked, as well as the portion of work performed by each party.
- (c) Brief explanation of the type of solution(s) involved in relationship to the PWS Task Areas (Program Management, O&M, Capability Projects, and Integration). Failure to include a project in any of the task areas may have an impact on evaluation of the proposal. State will be considering a combination of factors, to include: relevance to the requirements, complexity and scope of requirements addressed.

L.11.1.6 Factor 6: Past Performance

The Offeror shall:

- (a) Provide at least three (3) Past Performance Profiles in the technical volume as prime and no more than two (2) for each subcontractor that address the currency and relevancy of their past performance in providing their capabilities and experiences in business systems operations, maintenance, and development. The Offeror shall only cite experiences that have occurred within the past thirty-six (36) months prior to the issuance of this RFP. The Offeror shall address the relevancy of the Past Performance Profiles by providing performance efforts that are similar in dollar value, scope, magnitude, and complexity to the PWS. Subcontractor past performance should be relevant to the level of effort the scope, magnitude, and complexity they will be proposed to perform under this PWS. Each Profile shall follow the format described in Section L.11.1.6.1 and be limited to one (1) page or less for each Prime and Subcontractor.
- (b) Offerors will send out the Past Performance Questionnaire provided below to each reference identified in the Past Performance Volume. The responsibility to send out the Past Performance Questionnaires rests solely with the Offeror. References will return completed questionnaires via email directly to the Contracting Officer and Contract Specialist listed below by the proposal due date. The information contained in completed questionnaires will be considered sensitive and will not be released to the Offeror. The Government reserves the right to contact the references provided by the Offeror and any other references generated by the Government to discuss the Offeror's past performance.
- (c) The Offeror shall also be responsible for ensuring that each of the customer references receives, completes, and returns its Past Performance Questionnaire, to the Contracting Officer. The completed Questionnaire shall be submitted directly via email from the customer reference to the Government by the due date established for receipt of offers. The subject line in the submission email shall clearly indicate: "CSM Past Performance Questionnaire Submission for Offeror XX" and the message shall originate from the reference's corporate or government email system.
- (d) The accuracy of past performance data, including phone numbers of the points of contact are the full re-

sponsibility of the Offeror and inaccuracy may result in non-consideration of the reference. Other related past performance information may be sought and used for evaluating completeness and accuracy of the Offeror's proposals. Past performance information may be obtained from a variety of sources including other government contracting activities and government databases, e.g., Contractor Performance Assessment Rating System (CPARS).

(e) The Offeror shall indicate if it has no past performance. Offerors without a record of relevant past performance or for whom information on past performance is not available to be given a neutral rating for past performance.

L.11.1.6.1 Past Performance Information

As described above in Factor 6: Past Performance, Offerors shall use the format below for each Past Performance Profile. Each profile shall be limited to one (1) page or less for each Prime and Subcontractor. Additionally, Offerors shall complete past performance questionnaire's outlined in Exhibit F.

PAST PERFORMANCE PROFILE	
Company Name:	
Program Manager Name:	
Contract Number/Task Order Number:	
Period of Performance:	
Name of Contracting Activity or Commercial Customer:	
Prime or Subcontractor?	
Total Contract Dollar Value:	
Total Contract Dollar Value Expended to date:	
Contract Type:	
Was this Contract Performance Based?	
Average Number of FTE Assigned:	
Maximum Number of FTE Assigned:	
REFERENCES	
Provide the name, telephone number, and verified e-mail address of the following personnel:	
Contracting Officer:	
Administrative Contracting Officer, if different from above:	
Contracting Officer Representative:	
Government Technical Monitor:	
Describe the work performed:	
How is the contract work similar in size and complexity to the services required by this solicitation? If relevant, provide additional details:	

The Offeror shall provide a list of questionnaire recipients with the Point of Contact (POC) and phone number for each contract reference provided as part of the Past Performance Volume to the POCs. The Offeror is solely responsible for the accuracy of the contact information provided.

L.11.2 VOLUME II: PRICE PROPOSAL

The Offeror's Volume II: Price Proposal shall be submitted as described below.

L.11.2.1 Price Proposal Information

- 1) "Offeror," as described herein, is identified in block 15A in Standard Form (SF) 33.

- 2) Offerors which fail to submit a compliant price proposal may be excluded from award consideration. A compliant price proposal satisfies all instructions stated in RFP Section L.11.2.2 (Price Proposal Instructions).
- 3) Pricing Tables 1-5 comprise Exhibit I - Pricing Tables.
- 4) In Pricing Table 4, the number in the “Hours” column represents 1,920 RFP-specified estimated productive hours multiplied by an RFP-specified estimated number of full-time-equivalent (FTE) employees.
- 5) In Pricing Table 4, for evaluation purposes only, the Government provided under the “Other Direct Costs/ Materials Costs” section, an estimated direct cost for each contract period. Because the Government anticipates that a significant amount of the RFP-specified estimated direct cost will be for hardware and because offerors need to know what indirect cost rate description(s) (e.g., G&A) to apply to the RFP-specified estimated direct cost, the Government identified hardware as the most appropriate direct cost element.
- 6) The Six-Month Option to Extend reflects any Government extension of the contract, pursuant to FAR 52.217-8 (Option to Extend Services).
- 7) The Contracting Officer will fill in the tables and other blank spaces in Sections B.4, B.5, B.6, B.9, and B.10 at contract award. Because Section B remains in the contract and because the proposed information may not match the awarded information, the Price Volume is the appropriate place for offerors to submit their proposed information. The Contracting Officer will also fill in Section J's Exhibit H - Fully Loaded Labor Rates, at contract award.
- 8) Certified cost or pricing data, as described in FAR subpart 15.4, are not required and relied upon for award of the contract because the Government anticipates adequate price competition. Instead, where applicable, the Government will require and rely upon data other than certified cost or pricing data.
- 9) At this time, the Government does not require submission of (prime) offerors' or subcontractor offerors' build-up of the proposed fully-loaded hourly labor rates, but the Government reserves the right to require such information during the source selection process, if necessary.
- 10) Offerors are not required to submit information that is not solicited under RFP Section L.11.2.2 (Price Proposal Instructions).
- 11) Pricing is not being solicited in the task order solicitations included in this IDIQ contract solicitation. Such pricing will be solicited after award of the IDIQ contract.

L.11.2.2 Price Proposal Instructions

- 1) The electronic price proposal shall consist of the following, which are described further in this subsection:
 1. Narrative (in Word or PDF)
 2. Pricing Tables 1-5 (in the same Excel workbook provided by the Government)
 3. Supporting Information (in Word, PDF, and/or Excel)

Offerors shall prepare three (3) files for their electronic submission.

- 2) The hard-copy price proposal shall consist of the following, which are described further in this subsection:
 1. Narrative
 2. Pricing Tables 1-5
 3. Supporting Information

Offerors shall separate each of the above sections by a distinct tab divider.

3) The content of the electronic price proposal. If differences exist between the two proposals, the electronic proposal shall take precedence.

4) In Pricing Tables 1-4, offerors shall complete the yellow-highlighted areas only. The Government may have locked and password-protected other areas to preserve the integrity of the content and to facilitate the evaluation process. Pricing Table 5 is provided for illustration purposes only and does not require completion, although offerors may complete it if they wish.

5) Offerors shall not hide or lock any rows, columns, or cells that contain proposed data.

6) Offerors shall propose all rates, costs, and prices in United States currency.

7) Offerors shall use for pricing purposes the following period of performance:

Base Year:	August 1, 2017 - July 31, 2018
Option Year 1:	August 1, 2018 - July 31, 2019
Option Year 2:	August 1, 2019 - July 31, 2020
Option Year 3:	August 1, 2020 - July 31, 2021
Option Year 4:	August 1, 2021 - July 31, 2022
Option Year 5:	August 1, 2022 - July 31, 2023
Option Year 6:	August 1, 2023 - July 31, 2024
Option Year 7:	August 1, 2024 - July 31, 2025
Option Year 8:	August 1, 2025 - July 31, 2026
Option Year 9:	August 1, 2026 - July 31, 2027
Six-Month Option to Extend:	August 1, 2027 - January 31, 2028

8) In Pricing Table 1, offerors shall identify their most current indirect cost rates that would be used as the proposed provisional billing rates. Such rates shall match the rates identified in the Supporting Information. See Instruction No. 33 below.

9) In Pricing Table 1, the proposed provisional billing indirect cost rates shall not exceed the ceiling indirect cost rates proposed in Pricing Table 2.

10) In Pricing Tables 1 and 2, offerors shall propose only their own indirect cost rates. Indirect cost rates for subcontractors and/or other entities not proposed as the offeror shall not be included in part or in whole.

11) In Pricing Tables 1 and 2, the proposed indirect cost rates shall reflect the impact of this potential contract. Therefore, such rates shall reflect the maximum dollars the offeror anticipates to receive through the duration of this potential contract (cumulative of all task orders). As a single-award IDIQ potential contract, the impacted dollars used to derive, in part, the indirect cost rates proposed in Pricing Tables 1 and 2 shall reflect the offeror's management decision/business forecast. See FAR 31.203(c) (Indirect Costs) and FAR 42.704(b) (Billing Rates).

12) In Pricing Tables 1 and 2, offerors shall include all indirect cost rate descriptions that are anticipated to apply under this contract.

13) In Pricing Tables 1 and 2, the proposed indirect cost rate descriptions and allocation bases shall match the respective indirect cost rate descriptions and allocation bases identified in the Supporting Information. See Instruction No. 33 below.

14) In Pricing Tables 1 and 2, offerors shall follow the model provided under “The Following Is For Illustration Purposes” section, including:

1. Add or delete rows as necessary. The number (e.g., “1”) in the Indirect Cost Rate Description” column signifies a specific indirect cost rate description. For example, an offeror may elect to propose “Fringe Benefits” next to “1)”, “Overhead” next to “2)”, and “G&A” next to “3).”
2. Each row will apply to a different Offeror Fiscal Year Period, which offerors shall identify with month, day, and year in the right-most column.
3. Propose an Offeror Fiscal Year Period for each of its fiscal years through the life of the contract. Offerors shall assume that the life of the contract, including any extension, is August 1, 2017 through January 31, 2028. For example, for each proposed indirect cost rate description, if an offeror’s fiscal year is a calendar year, the offeror’s first listed fiscal year shall be January 1, 2017 – December 31, 2017, and the offeror’s 12th and final listed fiscal year shall be January 1, 2028 – December 31, 2028.
4. Do not list a contract year period in the “Offeror Fiscal Year Period” column unless the offeror fiscal year period matches the contract year period.
5. Do not propose more than two decimal places for each proposed indirect cost rate.

15) In Pricing Tables 1 and 2, Facilities Capital Cost of Money (FCCOM) factors shall be separately identified if the offeror allocates FCCOM costs as part of its established or disclosed cost accounting practices. There is no decimal place restriction for FCCOM.

16) In Pricing Table 2, the proposed ceiling indirect cost rates shall match or otherwise not exceed 10% of the respective provisional billing indirect cost rates proposed in Pricing Table 1. For example, if a provisional billing indirect cost rate proposed in Pricing Table 1 is 5.00%, the respective ceiling indirect cost rate proposed in Pricing Table 2 shall be 5.00% or otherwise not exceed 5.50%.

17) In Pricing Table 3, each proposed not-to-exceed (NTE) profit percentage and NTE fee percentage shall not exceed two decimal places.

18) In Pricing Table 3, each proposed NTE fee percentage shall not exceed 10.00%.

19) In Pricing Table 4, under “Proposed Labor Prices,” offerors shall propose one fixed fully-loaded hourly labor rate per labor category/CLIN per period, regardless of which entity (offeror, subcontractor offeror, or other) is anticipated to perform the labor category.

Note: If an offeror normally allocates indirectly the costs associated with a labor category identified in Pricing Table 4, we remind such offeror that such allocation does not relieve the offeror from complying with each solicitation term, including this instruction. Any large business offeror shall also complete FAR 52.230-7 (Proposal Disclosure – Cost Accounting Practice Changes).

20) In Pricing Table 4, each proposed fixed fully-loaded hourly labor rate shall be based on the corresponding labor category description provided in Exhibit G - Labor Category Descriptions.

21) In Pricing Table 4, the proposed fixed fully-loaded hourly labor rates shall be based on a normal workweek of 40 hours (8 hours per day x 5 days per week) for performance in the continental United States (CONUS). “CONUS” means the 48 contiguous states, Alaska, Hawaii, and the District of Columbia.

22) In Pricing Table 4, each proposed fixed fully-loaded hourly labor rate shall consist of a proposed unloaded hourly labor rate, any labor-related direct costs (e.g., any direct fringe benefits, any direct bonuses), applicable indirect costs, and profit amount. It shall not include any other costs. It shall also not be \$0.00 or other nominal amount; it shall be an amount commensurate with the corresponding labor category description identified in Section J's, Exhibit G (Labor Category Descriptions).

23) In Pricing Table 4, the proposed fixed fully-loaded hourly labor rates shall apply only to individuals who have legal status to work in the United States of America (e.g., United States citizens, United States resident aliens, and individuals with permits showing authorization to work in the United States).

24) In Pricing Table 4, the proposed fixed fully-loaded hourly labor rates shall not exceed two decimal places.

25) In Pricing Table 4, offerors shall enter, in whole numbers (i.e., no decimals), their estimated indirect costs in the "Indirect Costs" columns. Such costs shall reflect the product of the applicable proposed ceiling indirect cost rate(s) proposed in Pricing Table 2 and the RFP-specified estimated direct costs. Such costs shall not be \$0.00 or other nominal amount; they shall be the amount based on the foregoing sentence. To determine the applicable proposed ceiling indirect cost rates, offerors shall:

1. Ensure hardware costs are in the allocation base of the selected indirect cost rate description(s);
2. Ensure that the proposed applicable ceiling indirect cost rate(s) are for the offeror fiscal year(s) that coincides with the contract performance period. When a given contract performance period traverses two offeror fiscal years, the offeror shall show and compute accordingly for the given contract performance period the proposed applicable ceiling indirect cost rate(s) for each of the two offeror fiscal years.
3. Follow the guidance, as applicable, in Pricing Table 5, including reviewing the formulas in columns C through M.

26) In Pricing Table 4, the Government provided a formula to calculate automatically each proposed fee in the "Fee Dollars" column. Each formula is the applicable fee percentage proposed in Pricing Table 3 multiplied by the sum of the amounts in the "Direct Costs" and "Indirect Costs" columns. However, offerors shall verify the arithmetic accuracy.

27) In Pricing Table 4, the Government provided formulas to calculate automatically each proposed Subtotal, Total, and Overall Proposed Price. Offerors shall verify all formulas and otherwise the arithmetic accuracy of all proposed information.

28) In the Narrative, offerors shall identify, based on their **Overall Proposed Price in Pricing Table 4**, their:

1. Proposed subcontractors;
2. Total dollars estimated to be subcontracted to each proposed subcontractor;
3. Total dollars estimated to be performed by the offeror; and
4. Percentage of work (based on estimated total dollars) to be performed by the offeror and each proposed subcontractor.

Subcontractor," in this context, is defined, pursuant to FAR 44.101 (Definitions), as "any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor."

29) In the Narrative, offerors shall identify the name and full contact information, including e-mail address, of their cognizant Federal auditor (e.g., local Defense Contract Audit Agency branch).

30) In the Narrative, offerors shall identify the name and full contact information, including e-mail address, of their cognizant Federal agency official (CFAO). The CFAO works in the offeror's cognizant Federal agency, which is normally the agency with which the offeror has the largest dollars in negotiated contracts, including option periods. See FAR 42.003. If the Government has not appointed a CFAO, the offeror shall identify the name and full contact information, including e-mail address, of the contracting officer cognizant of the largest dollars in negotiated contracts, including option periods.

31) In the Narrative, offerors shall identify each business unit proposed to perform work under this contract and is part of the offeror. A business unit, among other things, has its own indirect cost rate structure, and if applic-

able, its own Cost Accounting Standards Board (CASB) Disclosure Statement. "Offeror" is identified in block 15A in Standard Form (SF) 33.

32) In the Narrative, pursuant to FAR 52.246-6(f) (Inspection – Time-and-Material and Labor-Hour), offerors shall identify the percentage of the proposed fixed fully-loaded hourly labor rates attributable to profit.

33) In the Supporting Information, offerors shall submit evidence to support the provisional billing indirect cost rates proposed in Pricing Table 1. Offerors shall submit at least one of the following pieces of evidence, pursuant to the following descending order of Government preference:

- a. Current forward pricing rate agreement with the offeror's cognizant Federal agency official
- b. Current other negotiated indirect cost rate agreement (that contains forward pricing indirect cost rates) with the offeror's cognizant Federal agency official
- c. Current forward pricing rate recommendation letter issued by the offeror's cognizant Federal agency official
- d. Current provisional billing rate agreement with the offeror's cognizant Federal agency official
- e. Current provisional billing rate recommendation letter issued by the offeror's cognizant Federal agency official
- f. Most recent (within the last year) audit report from the Defense Contract Audit Agency (DCAA) or other qualified external auditor
- g. Most recent (within the last year) audit report from a qualified internal auditor
- h. Current indirect cost rate proposal submitted to the offeror's cognizant Federal agency official and cognizant auditor
- i. Identification of the indirect cost pools and respective allocation bases, **and breakdown of the cost elements and costs comprising such pools and bases**. The Government prefers that the offeror submit such evidence in a format similar to the applicable schedules in Enclosure 6 (Incurred Cost Proposals) of DCAA's Information for Offerors, which may be found on DCAA's Web site (www.dcaa.mil) under the "Audit Process Overview – Information for Contractors" link under the Guidance tab at the top of the homepage.

Note: If the offeror has one or more of the items under "a" through "h" above but the item(s) does not account for the impact of this potential contract, the offeror shall submit the item(s) along with the information requested under "i" above, which then must account for the impact of this potential contract.

34) In the Supporting Information, offerors, in accordance with FAR 15.404-3(b) (Subcontract Pricing Considerations), shall conduct appropriate cost or price analyses to establish the reasonableness of proposed subcontract prices, and shall include the results of these analyses.

L.11.3 VOLUME III: BUSINESS PROPOSAL

The Offeror's Volume III: Business Proposal shall be submitted as described below.

L.11.3.1 Standard Form 33 (SF-33) & Amendments

The Offeror shall complete blocks 12 through 18, as appropriate, of the SF 33. Failure to submit a complete proposal by the closing time and date designated in Block 9 of the SF33 may result in the proposal being deemed "late" and not considered for award. Proposals will be evaluated in accordance with Section M.

The Offeror shall acknowledge all amendments either by signing and returning the SF30 or by acknowledging the amendments in Block 14 of the SF33. Acknowledgement can only be executed by an authorized company official responsible for the offer.

L.11.3.2 Representations and Certifications

The Offeror shall provide a completed Section K with the Offeror's name included on the bottom margin of each page.

L.11.3.3 Business Management

The offeror shall describe the company's financial condition and capability.

The offeror shall submit one copy of audited financial statements conducted in accordance with auditing standards generally accepted in the United States of America, or Review of financial statements conducted in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

The submitted financial statements shall include the following for the past three years:

- Income (profit-loss) Statement, which identifies income, expenses, and profits;
- Balance Sheet (Statement of Financial Position), which identifies a company's assets liabilities and ownership equity as of the date of the company's financial year end;
- Cash Flow Statement, which identifies changes in balance sheet and income accounts includes only inflows and outflows of cash and cash equivalents; and measures financial viability of a company's ability to timely pay its bills; and
- Statement of Retained Earnings, which explains changes in a company's retained earnings over the reporting period.

The offeror shall also provide:

- For the past three years, including the current year, one copy of each corporate bank line-of-credit. The offeror shall submit evidence showing the dollar amounts it drew down upon each line-of-credit.
- List of all commitments with the Government relating to the specified work or services that may interfere with the completion of the work or services contemplated under this contract or which may be impacted by performance of this work.
- Description of all current or pending legal actions under Federal contracts within the past three years. This shall include, but not be limited to, formal or informal requests for equitable adjustments or claims over \$5 million, pending or ongoing cure notices, and terminations for convenience or default.

L.11.3.4 Subcontracting Plan (applicable to large business offerors only)

The Offeror shall provide its Subcontracting Plan, which describes its approach to developing relationships with teaming partners, and specifically how it will provide the Department of State with the best sources of solutions and services.

The Offeror's response should demonstrate not only a systematic approach to identifying the most current technologies, services, and techniques available in the marketplace, but should also discuss their approach to integrating various subcontractors and teaming partners to successfully meet the Department's objectives as described in the task order requirements.

The Offeror's subcontracting plan for the contract shall comply with the requirements of FAR subpart 19.7 and that meets or exceeds the DoS small business participation goals as set forth below:

DEPARTMENT OF STATE SMALL AND DISADVANTAGED BUSINESS UTILIZATION GOALS

FY17

CLASSIFICATION	PERCENTAGE OF DEPARTMENT UTILIZATION
HUBZone	3%
SDVOSB	3%
WOSB	5%
8(a)	5%

L.11.3.5 Business Systems, Joint Venture, and Policies

Controls

Offerors shall describe how they have the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them prior to award.

Estimating System

Offerors shall indicate if they have a Government-determined adequate estimating system. If the offeror has such a system, it shall submit evidence to support the adequacy determination (e.g., Defense Contract Audit Agency audit report). If the offeror does not have such a system, it shall describe its estimating system and established estimating policies, practices, and procedures.

Billing System

Offerors shall indicate if they have a Government-determined adequate billing system. If the offeror has such a system, it shall submit evidence to support the adequacy determination (e.g., Defense Contract Audit Agency audit report). If the offeror does not have such a system, it shall describe its billing system and established billing policies, practices, and procedures.

Purchasing System

Offerors shall indicate if they have a Government-approved purchasing system. If the offeror has such a system, it shall submit evidence to support the approval (e.g., letter signed by the offeror's cognizant Federal agency official). If the offeror does not have such a system, it shall describe its purchasing system and established purchasing policies, practices, and procedures.

Cost Accounting System

a) The Contracting Officer will make a contract award only to an otherwise successful offeror who has an adequate cost accounting system. In this context, "adequate" is defined as "the Contracting Officer's determination that the offeror's cost accounting system is at a risk level sufficient for the Government to enter into a contract." In making the adequacy determination, the Contracting Officer may consider the following factors: audit reports from Government agencies (e.g., Defense Contract Audit Agency); testimony from the offeror's cognizant Federal agency official and/or Defense Contract Audit Agency office; audit reports from a qualified external independent accounting firm; and the adequacy, compliance, and status of the offeror's corrective action plan, if applicable.

b) Offerors shall address the following items in their description of their cost accounting system:

1. Does the offeror have a cost accounting system that provides for:

- Proper segregation of direct costs from indirect costs.
- Identification and accumulation of direct costs by contract.
- A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives (A contract is a final cost objective).
- Accumulation of costs under general ledger control.
- A timekeeping system that identifies employees' labor by intermediate or final cost

objectives.

- A labor distribution system that charges direct and indirect labor to the appropriate cost objectives.
- Interim (at least monthly) determination of costs charged to a contract through routine posting to books of account.
- Exclusion from costs charged to Government contracts of amounts that are not allowable pursuant to FAR part 31 or other contract provisions.
- Identification of costs by contract line item and by units (as if each line item or unit was a separate contract) if required by the proposed contract.
- Segregation of preproduction costs from production costs.

2. Is the offeror's cost accounting system designed, and records maintained in such a manner that adequate, reliable data are developed for use in pricing follow-on acquisitions?

3. Is the offeror's cost accounting system currently in full operation?

c) If the offeror responds affirmatively to the above questions, the Offeror shall submit any evidence (e.g. Defense Contract Audit Agency audit report) to assist the CO in his/her determination of cost accounting system adequacy.

d) If a Government agency or qualified external independent accounting firm has determined an offeror's cost accounting system to be inadequate or inadequate in part, the offeror shall submit its corrective action plan, including identifying past and future completion dates and current stage of the plan.

e) If a Government agency or qualified external independent accounting firm has not reviewed the offeror's cost accounting system and the offeror is considered for award of the contract, the Contracting Officer intends to request (at Government expense) a pre-award accounting system survey.

f) The offeror shall submit the name and full contact information, including e-mail address, of its cognizant Federal auditor (e.g., local Defense Contract Audit Agency branch).

Cognizant Federal Auditor

Offerors shall identify the name and full contact information, including e-mail address, of their cognizant Federal auditor (e.g., local Defense Contract Audit Agency branch).

Cognizant Federal Agency Official

Offerors shall identify the name and full contact information, including e-mail address, of their cognizant Federal agency official (CFAO). The CFAO works in the offeror's cognizant Federal agency, which is normally the agency with which the offeror has the largest dollars in negotiated contracts, including option periods. See FAR 42.003. If the Government has not appointed a CFAO, the offeror shall identify the name and full contact information, including e-mail address, of the contracting officer cognizant of the largest dollars in negotiated contracts, including option periods.

Government Property Management System

Offerors shall submit information required by DOSAR 652.245-70 (Status of Property Management System) (Dec 2013).

Joint Venture

If two or more parties have formed a partnership or joint venture (see FAR subpart 9.6) for the purposes of submitting a proposal under this solicitation and, if selected, would perform the contract as a single entity, they must submit the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the team-

ing arrangements must be identified, company relationships must be fully disclosed and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of the resultant contract and task orders, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the parties to the joint venture or partnership must agree to be jointly and severally liable for performance of the contract and acts or omissions relating to the contract. Written evidence of such agreement is required with the proposal.

Business Units

Offerors shall identify each business unit proposed to perform work under this contract and is part of the offeror. A business unit, among other things, has its own indirect cost rate structure, and if applicable, its own Cost Accounting Standards Board (CASB) Disclosure Statement. "Offeror" is identified in Block 15A in Standard Form (SF) 33.

L.11.3.6 Cost Accounting Standards Board (CASB) Disclosure Statement(s)

Unless the offeror is a small business or unless the large business offeror provides the information requested under paragraph (c)(1) or (c)(2) in Part I in FAR 52.230-1 (Cost Accounting Standards Notices and Certification), the large business offeror shall submit its current CASB Disclosure Statement(s). Such submission shall include one CASB Disclosure Statement for each business unit proposed to perform work under this contract and is part of the offeror. "Offeror" is identified in block 15A in Standard Form (SF) 33.

Note 1: Pursuant to paragraph (b) in Part I in FAR 52.230-1 and pursuant to 48 CFR 9903.202-1(b)(1), each large business offeror shall submit its current CASB Disclosure Statement, or provide the information requested under paragraph (c)(1) or (c)(2) in Part I in FAR 52.230-1 because the estimated value of the contemplated contract is \$50 million or more. In the context of CAS, the estimated value of an IDIQ contract is the maximum quantity, which is \$850 million for this contemplated contract. Thus, a large business offeror shall not check the box next to paragraph (c)(3) or (c)(4) in Part I in FAR 52.230-1 because these boxes do not apply for this contemplated contract.

Note 2: "Address," as identified under paragraphs (c)(1) and (c)(2) in Part I in FAR 52.230-1, shall consist of both the mailing address and e-mail address.

Section M- Evaluation Factors for Award

M.1 NUMBER OF AWARDS

The Government intends to award a single IDIQ contract resulting from this solicitation.

M.2 BASIS FOR AWARD

The Government will use the best value-tradeoff source selection process, as defined in Federal Acquisition Regulation (FAR) 15.101-1 (Tradeoff Process).

Award will be made to the offeror:

1. which is deemed responsible;
2. whose proposal conforms to the solicitation's requirements; and
3. whose proposal is determined to provide the best value to the Government.

The proposal offering the best value is the one that is most advantageous to the Government, price and other factors considered. Such an offer may not necessarily be the one offering the lowest price or receiving the highest non-price rating.

For this solicitation, all evaluation factors other than price, when combined, are significantly more important than price. Award will not be automatically determined by numerical calculation or formula relationship between the non-price factors and price. As technical factors, when combined, become more equal, the evaluated price rises in importance and may become the determining factor.

The Contracting Officer and Source Selection Authority will determine what trade-off between the non-price factors and price promises the best value to the Government, price and other factors considered.

M.3 ELIGIBILITY FOR AWARD

To be eligible for award, offerors are required to meet all solicitation requirements, such as terms and conditions, and technical and price instructions in Section L. Failure to comply with all solicitation requirements and instructions may result in the offeror being removed from award consideration.

The Government may reject, without consideration of past performance or price, any proposal that has been rated "Unacceptable" under any non-past performance and non-price factor. Such proposal is considered technically unacceptable.

The Government may reject any proposal whose offeror is determined not responsible. The determination of offeror responsibility will be made by the Contracting Officer and will be assessed on a pass/fail basis. The Government will make its determination of offeror responsibility in accordance with FAR subpart 9.1 (Responsible Prospective Contractors) by using information provided in the Business Volume and information available from other sources.

The Government also reserves the right to determine the responsibility of prospective subcontractors. The Government reserves the right to conduct a Pre-Award Survey of the offeror or its subcontractor offeror (s) to assist

in the Contracting Officer's responsibility determination.

M.4 AWARD PROCESS

The Government intends to make award without discussions on the basis of initial proposals received. However, the Government may elect to make award with discussions if it is determined to be in the Government's best interest. Pursuant to FAR 52.215-1(f)(4), the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.5 SOLICITATION AMENDMENT

The Government reserves the right to amend the terms and conditions of the solicitation at any time before or after receipt of proposals. If the Government amends the solicitation, the Government will so advise all parties receiving the solicitation (if the amendment is issued before the established time and date for receipt of proposals) or all offerors that have not been eliminated from the competition (if the amendment is issued after the established time and date for receipt of proposals).

M.6 USE OF NON-GOVERNMENT SUPPORT FOR EVALUATION

The Government may use contractor support services to assist the Government in performing non-price and/or price evaluations of proposals submitted in response to this RFP. Support contractors, if used, will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to provide advice on specialized matter or on particular problems. Support contractors may participate as technical advisors to a source selection board. However, in no event shall support contractors participate as voting members of any source selection board.

M.7 EVALUATION CRITERIA

The Offerors will be evaluated using the following criteria:

Technical Factors:

- Factor 1: Organizational Certifications (Pass/Fail)
- Factor 2: Demonstrated Understanding
- Factor 3: Response to Task Order 1
- Factor 4: Response to Task Order 2
- Factor 5: Corporate/Team Experience
- Factor 6: Past Performance
- Factor 7: Price

Evaluation factors are listed below. Technical Factors 2-4 are of equal importance and are more important than Factors 5 and 6. Factor 5 is more important than Factor 6. The Technical Factors, when taken together, are more important than Price. As Technical Factors (Factors 2-6) become more equal, the Price will become substantially more important in the best value trade-off analysis. The Contracting Officer will determine what trade-offs promise the greatest value to the Government, all evaluation factors and price considered.

Please note, Factor 1: Organizational Certifications will be rated Pass/Fail.

The proposal must demonstrate to the Government's satisfaction that the Offeror will successfully accomplish the solicitation requirements and overall program objectives. Proposal information provided for one factor may be used to assess other factors if the Government deems it appropriate.

The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, and deficiencies in determining technical ratings. Combined technical/risk evaluations shall utilize the combined technical/risk ratings listed below.

The following adjectives will be used in assessing each technical factor:

Superior - The proposal meets all solicitation requirements, demonstrates a superior understanding of the requirements and has features that offer superior advantage to the Government. Advantages/strengths substantially outweigh any disadvantages/weaknesses. Strong probability of success with very low degree of risk of unsuccessful performance.

Acceptable - The proposal meets all solicitation requirements, demonstrates a good understanding of the requirements and has features that offer some advantage to the Government. Advantages/strengths outweigh any disadvantages/weaknesses. Good probability of success with very low degree of risk of unsuccessful performance.

Marginal - The proposal meets basic solicitation requirement and demonstrates an adequate understanding of the requirements but does not offer significant advantages to the Government over basic RFP requirements. Disadvantages/weaknesses are not significant, unless significant advantages are proposed that outweigh significant disadvantages. Where there were areas of concern, clarifications given by the offeror, were acceptable. Reasonable probability of success with low degree of risk of unsuccessful performance.

Unacceptable - The proposal does not meet requirement and contains one or more significant deficiencies. Risk of unsuccessful performance is high. Proposal is not awardable.

Evaluation of Past Performance will use the following adjectival ratings to assess confidence. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance. A neutral rating or "NO PAST PERFORMANCE" will be utilized if no relevant past performance is available for evaluation.

Substantial Confidence - Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort. It is unlikely that Government intervention will be needed in order to obtain the required product/service.

Satisfactory Confidence - Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort. Little Government intervention is expected to be needed in order to obtain the required product/service.

Unknown Confidence (Neutral) - No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Limited Confidence - Based on the offeror's recent/relevant performance record, the Government

has a low expectation that the offeror will successfully perform the required effort. Some Government intervention is expected to be needed in order to obtain the required product/service.

No Confidence - Based on the offeror's recent/relevant performance record, substantial doubt exists that the offeror will be able to successfully perform the required effort.

M.7.1 EVALUATION OF FACTORS

The evaluation factors and sub-factors are as follows:

M.7.1.1 Organizational Certifications

The Offeror will be graded on a pass/fail basis based upon their ability to meet all of the below criteria:

- Facility Clearance Requirement: TOP SECRET
- CMMI-Level III
- Facilities located within a 25-mile radius of 600 19th St NW, Washington, DC 20522

M.7.1.2 Demonstrated Understanding

The Demonstrated Understanding Factor will be evaluated on the basis of the Offeror's understanding of the CSM Initiative and the extent to which it demonstrates its ability to achieve the objectives set forth in the RFP.

M.7.1.3 Response to Task Order One (1)

The Subfactors in Task Order 1 are in descending order of importance.

Subfactor 1: Technical Approach:

(a) The extent to which the offeror's technical approach demonstrates the ability to accomplish the requirements specified in Section C.4.3 (IT Operations and Maintenance) and 4.4 (Integration Services) of the IDIQ PWS and task order 1.

(b) The extent to which Offeror's response demonstrates technical benefits of their proposed approach in terms of existing technologies or resources, improvements/enhancements, cost efficiencies of their specific approach, and any other support capabilities that provide service excellence or uniqueness.

- The Offeror's capabilities in designing and implementing distributed computing systems, capable of handling load across five (5) communities using the ConsularOne system 24x7x365 without unplanned downtime. In particular, the Government will evaluate the offeror's design approach and expertise in identifying the types of architectural and system design concerns inherent in this type of complex system deployment, as well as offeror-recommended architectural approaches to mitigating these challenges.
- The Offeror's technical expertise in identifying and justifying technology or architecture innovations that enable scalability, extensibility, and maintainability of the Consular One system components to ensure no single points of failure.
- The Offeror's expertise in ensuring delivered software components are of high quality, free of critical defects or workarounds, while still maintaining an agile implementation cadence allowing features to be deployed to production no less frequently than once per quarter.

(c) Demonstrated approach to handling changes, managing risk and cost changes.

(d) The Offeror's approach to ensure rapid accreditation of developed capabilities, inclusive of procedures that accelerate information assurance validations and enable accreditation prior to, or coincident with, final IV&V testing prior to deployment.

- (e) The Offeror's approach to designing and implementing systems that enable automated deployment, monitoring, and management by CA/CST's third party Service Operations team.
- (f) The Offeror's approach to realizing a goal of fewer than 5% of operational incidents requiring escalation to Tier III or Tier IV per year.
- (g) The Offeror's ability to integrate its various workstreams within a Scaled Agile Framework implementation. Offeror's should directly detail innovations in their specific approach and expected benefits to the Government. Offeror's should avoid listing system development best practices (e.g. "automated testing", "continuous integration").

Subfactor 2: Program Management and Staffing:

- (a) The extent to which the offeror's technical approach, methodology, technique or plan demonstrate the ability to accomplish the requirements specified in Section C.4.1 (Task Order Management) of the IDIQ PWS and task order 1 requirements.
- (b) The extent to which Offeror's proposed organizational structure and management approach reflects an understanding of the Government's requirement and aligns with the Offeror's technical approach. The extent to which Offeror describes its approach to the teaming/subcontracting organization, how this will benefit the program, the level of corporate commitment to the team and how the prime will manage the team. The draft Program Management Plan must detail how the program will be managed in accordance with PWS requirements.
- (c) The extent to which Offeror demonstrates the ability to manage work efforts and provide quality control, and use demonstrated best practices which will likely result in timely, consistent, professional and quality support services and deliverables. The extent to which the Quality Control Plan demonstrates how quality, as outlined in the Performance Requirements Summary, will be met. The offered performance metrics will be evaluated for the extent that they:
 - Are comprehensive in their ability to quantify, measure, track, and report both process and management performance as well as achievement of the programs goals and objectives.
 - Commit to the highest level of service consistent with cost effectiveness.
 - Are valid, understandable and observable.
 - Reduce the burden on the Government associated with monitoring contractor performance and determining award fee results

- (d) Demonstrated recent experience of program manager and key staff in delivering task order services support. The Offeror's proposed staffing plan and proposed labor mix demonstrate its ability to satisfy contract requirements and acquire and retain qualified and experienced personnel.
- (e) The extent to which Offeror provides assurance that it has the ability to work in close partnership with DoS and its supporting entities so that maximum efficiencies from its approach and solutions while mitigating risks can be obtained.

Subfactor 3: Transition:

The Offeror's proposed draft transition plan will be evaluated for completeness, timeliness of transition process, efficiency, understanding and consideration of the current environment, and risk identification and mitigation strategies that will allow a timely and seamless assumption of services.

M.7.1.4 Response to Task Order Two (2)

The Subfactors in Task Order 2 are in descending order of importance.

Subfactor 1: Technical Approach:

- (a) The extent to which the Offer provides evidence, including creativity and thoroughness, of understanding the work, as it relates to Section 4.2 of the IDIQ and task order 2.
- (b) The extent to which Offeror's response demonstrates technical benefits of their proposed approach in terms of existing technologies or resources, improvements/enhancements, cost efficiencies of their specific approach,

and any other support capabilities that provide service excellence or uniqueness. The Government will also evaluate the offeror's understanding of potential platforms or products that could be leveraged to satisfy task order 2's principal functional requirements and the offeror's approach to integrating capabilities with existing Consular One implementations to create a seamless user experience, ensure common mechanisms for systems management and maintenance, ensure system performance and scalability, and ensure relevant data is linkable and integrated across capabilities.

(c) Demonstrated approach to handling changes, managing risk and cost changes.

Subfactor 2: Project Management and Staffing:

(a) The extent to which Offeror demonstrates the ability to manage work efforts and provide quality control, and use demonstrated best practices which will likely result in timely, consistent, professional and quality support services and deliverables. The extent to which the Quality Control Plan demonstrates how quality, as outlined in the Performance Requirements Summary, will be met. The offered performance metrics will be evaluated for the extent that they:

- Are comprehensive in their ability to quantify, measure, track, and report both process and management performance as well as achievement of the programs goals and objectives.
- Commit to the highest level of service consistent with cost effectiveness.
- Are valid, understandable and observable.
- Reduce the burden on the Government associated with monitoring contractor performance and determining award fee results.

(b) Offeror shall describe its Project Management Plan to communicate and coordinate services and how plan to control and manage the work and performance among its resources (i.e., Contractor's own personnel, Subcontractors, other stakeholders).

(c) Demonstrated recent experience of project manager and key staff in delivering task order services support. The extent to which the Offeror's proposed staffing plan and proposed labor mix demonstrate its ability to satisfy contract requirements and acquire and retain qualified and experienced personnel.

Subfactor 3: Transition:

The extent to which Offeror provides evidence that Offeror's proposed solution will be successfully transition to the O&M responsibilities of the contract.

M.7.1.5 Corporate/Team Experience

The extent to which Offeror provides demonstrated Corporate/Team Experience that is relevant to the requirements, complexity and scope of requirements addressed.

M.7.1.6 Past Performance

The Offeror's past performance will be evaluated on the basis of information contained in the Offeror's proposal and the information that the Government obtains through other means. The past performance evaluation will assess the Offeror's record of providing high quality services of a similar nature in size, scope, complexity, technical difficulty, and dollar value in a manner that ensures maximum accuracy throughout, cost effectiveness and overall client satisfaction.

The Government reserves the right to obtain information from other sources (e.g., additional PPIRS/CPARS reports, etc.) to assess Offeror's performance risk. The Government may consider positive and negative information not mentioned by the Offeror, but found during the course of assessing relevant Past Performance.

M.7.1.7 Price

The principal basis for evaluating price as a factor for award under this solicitation will be an evaluation of the reasonableness of the offerors' respective overall proposed prices submitted in Pricing Table 4.

The Government will conduct an evaluation to determine ultimately that the final agreed-to overall price from Pricing Table 4 is fair and reasonable. The Government will use one or more of the proposal analysis techniques stipulated in FAR 15.404 to conduct the evaluation.

In Pricing Table 4, the Government will use the RFP-specified estimated hours and RFP-specified estimated direct costs, and all other costs and prices, for price evaluation purposes only. The Government does not commit to order or payment of these hours, costs, and prices. Similarly, the Government does not commit to payment of the overall proposed price and awarded overall price.

However, the applicable pricing information proposed in Pricing Table 4 and the other pricing tables (i.e., provisional billing indirect cost rates, ceiling indirect cost rates, NTE profit percentages, NTE fee percentages, and fixed fully-loaded hourly labor rates) will be used as the awarded pricing information if award is made without discussions, or will be used as the basis of negotiation if award is made with discussions.

If a proposal already has not been excluded from the competition [reference RFP Sections L.3, L.10, L.11, L.11.2.1(2), and M.3], the Government will adjust any overall proposed price which was calculated incorrectly, resulted from another applicable error(s), resulted from an applicable omission(s), or resulted from the offeror failing to comply with an applicable pricing instruction(s) identified in RFP Section L.11.2.2 (Price Proposal Instructions). Such adjusted price will be used as the evaluated price, and as such, the price used for the purpose of competitive range determination or award determination.

Note: Because pricing was not solicited in the task order solicitations included in this IDIQ contract solicitation, any pricing submitted in response to these task order solicitations will not be evaluated.

52.217-5 Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)