

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30			1. REQUISITION NUMBER	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 19AQMM21R0302	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Terence G. Lord		b. TELEPHONE NUMBER (No collect calls) 703-875-4801	8. OFFER DUE DATE / LOCAL TIME 08/20/2021 14:00:00
9. ISSUED BY		CODE	LMAQM	10. THE ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR

OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM)  
PO BOX 9115, ROSSLYN STATION  
US DEPARTMENT OF STATE  
ARLINGTON, VA 22219

SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541512  
 HUBZONE SMALL BUSINESS  EDWOSB SIZE STANDARD: \$30,000,000  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO	CODE	ECAEX	16. ADMINISTERED BY	CODE	OPEAQM
OFC OF THE EXECUTIVE DIRECTOR (ECA-IIP/EX) 2200 C Street, NW SA-5, Fourth Floor WASHINGTON, DC 20547		Global Programs Branch OPE/AQM/IP/GP Office of Acquisition (AQM) 1200 Wilson Blvd (SA-06B) Arlington, VA 22209			

17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE	OPEAQM
Contact Telephone No.		Duns			

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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See Line Items Section

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Terence G. Lord	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 02/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED    INSPECTED    ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

Line Item Summary	Solicitation Number:	Contract Number:	Title: ECA IT Transformation and Operations Support Svcs	Date of Solicitation:	
	19AQMM21R0302			08/20/2021	
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
001	BASE YEAR Refer to Attachment 7 for Pricing Template/Level of Effort Submission Type of Contract Pricing: Doc Ref No:	1.00	YR		
1001	OPTION YEAR 1 Refer to Attachment 7 for Pricing Template/Level of Effort Submission Type of Contract Pricing: Doc Ref No: Delivery Date FOB:	1.00	YR		
2001	OPTION YEAR 2 Refer to Attachment 7 for Pricing Template/Level of Effort Submission Type of Contract Pricing: Doc Ref No: Delivery Date FOB:	1.00	YR		
3001	OPTION YEAR 3 Refer to Attachment 7 for Pricing Template/Level of Effort Submission Type of Contract Pricing: Doc Ref No: Delivery Date FOB:	1.00	YR		
4001	OPTION YEAR 4 Refer to Attachment 7 for Pricing Template/Level of Effort Submission Type of Contract Pricing: Doc Ref No: Delivery Date FOB:	1.00	YR		

**B-001 - Labor Categories / Position Descriptions**

The Contractor and/or the Government may request adding to or deleting from the labor categories listed in this Section. If categories are added, the parties will negotiate the labor rate of said categories prior to incorporation into the contract. All new labor rates shall be calculated in the same manner as in the Contractor's cost proposal submitted in response to the solicitation. The profit/fee rate shall be the same as in the Contractor's cost proposal submitted in response to this solicitation.

The tables in **Attachment 3** provide position descriptions and qualifications for the labor categories in each functional area. The following apply to all position descriptions:

- Minimum Years' Experience shall be experience working in the same role and function as described in the position description – general work experience or experience in another field shall not be counted in meeting the years' experience criteria
- All certifications are **required** unless specifically noted as “preferred”.

**B-002 - Not-To-Exceed, Fully-Loaded Hourly Labor Rates**

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Offerors shall utilize the accompanying Excel spreadsheets (Attachment 7) to provide IDIQ-level NTE fully-loaded hourly labor rates for each labor category specified in B-001.

The labor rates specified herein are fixed not-to-exceed (NTE) hourly rates which include the following: wages, indirect costs (including overhead, fringe benefits and general and administrative expenses), and profit.

In accordance with FAR 52.232-7 "PAYMENTS UNDER TIME AND MATERIAL AND LABOR-HOUR CONTRACTS," the Contractor shall only voucher for the time of the personnel whose services are applied directly to the work called for in individual delivery orders and accepted by the Contracting Officer's Representative (COR). The Government shall pay the Contractor for the life of a delivery order at rates effective when the delivery order was issued, unless the delivery order is modified to incorporate rates adjusted pursuant to FAR 52.222-43 "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)," or FAR 52.222-44 "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT," as applicable. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records shall document time worked and work performed by each individual on each delivery order. (end of clause)

The following additional terms apply to labor rate pricing under this IDIQ:

1. The negotiated NTE fully-loaded hourly labor rates are in United States currency.
2. The negotiated NTE fully-loaded hourly labor rates apply to United States citizens only.
3. The negotiated NTE fully-loaded hourly labor rates apply to a normal workweek, as defined in FAR 22.103-1 (Overtime Definition), of 40 hours. A 40-hour normal workweek consists of 8 hours per day x 5 days per week.
4. Each negotiated NTE fully-loaded hourly labor rate consists only of the elements/costs noted in the accompanying Excel pricing tables. For each rate the Contractor shall provide an unloaded base hourly labor rate, and separately note applicable indirect costs (overhead, G&A, and fringe) and profit amount to arrive at the fully-loaded burdened rate. Rates shall not include any other elements/costs. Any other elements/costs that are part of the Contractor's established compensation plan and consistent with FAR Part 31 shall be allocated at the order level as an Other Direct Cost (ODC) (under fixed-price arrangements) or as a Material (under time-and-materials arrangements). An "arrangement" is defined as "an order" or "part of an order."
5. Any costs included in the negotiated NTE fully-loaded hourly labor rates shall not be charged elsewhere under this IDIQ.
6. At the order level, the Contractor will be given an opportunity to propose fully-loaded hourly labor rates that match or are lower than the respective negotiated NTE fully-loaded hourly labor rates. The Contractor will be paid only at fully-loaded hourly labor rates that are equal to or are less than the respective negotiated NTE fully-loaded hourly labor rates.
7. The fully-loaded hourly labor rates awarded as part of an individual order will apply only to that order.
8. The negotiated NTE fully-loaded hourly labor rates apply only to the labor categories specified in this section. Any additional labor categories will be specified and their associated labor rates will be separately negotiated via modification to this IDIQ.
9. For fixed-price arrangements, the negotiated fully-loaded hourly labor rates will be used to negotiate the fixed price for the arrangement.
10. For labor-hour arrangements and the time portion of time-and-materials arrangements, the negotiated fully-loaded hourly labor rates will be fixed for the period of performance specified in the order.
11. For labor-hour arrangements and the time portion of time-and-materials arrangements, the Government will pay, for each labor category, the negotiated fixed fully-loaded hourly labor rate for only performed labor that meets the labor qualifications specified in the order.

12. For labor-hour arrangements and the time portion of time-and-materials arrangements, labor hours for each labor category will be paid at the same negotiated fixed fully-loaded hourly labor rate regardless of whether the individual performing the labor works (either as an employee or consultant) for the Contractor or a subcontractor.
13. For labor-hour arrangements and the time portion of time-and-materials arrangements, the Government will not pay fully-loaded hourly labor rates that differ from the negotiated fixed fully-loaded hourly labor rates established for the arrangement.
14. 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 actual incurred hours that the Contracting Officer determines allowable, pursuant to FAR 52.212-4 (Alternate I) (Contract Terms and Conditions - Commercial Items).

### **B-003 - OTHER DIRECT COSTS (ODCs)**

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Other direct costs (ODCs) will be defined and negotiated at the task order level. ODCs may include, but are not limited to:

- Government-approved travel, such as travel required to deliver training under this contract
- Approved costs for any DOS-mandated training for contractor personnel (“State-Specific”)
- Software licenses or related costs
- Other costs to be defined at the task order level

All ODCs shall be negotiated and pre-approved in advance of incurring the costs.

### **B-004 - TRAVEL**

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In performance of this contract, occasional domestic travel to other locations may be required. All local travel (travel within 50 miles of the I495) is non-reimbursable. Travel outside the Washington, DC metropolitan area is receipt reimbursable and in accordance with the Federal Travel Regulation Travel related expenses shall be in accordance with per diem rates established by the General Services Administration (GSA) (as applicable and attainable) and in accordance with FAR 31.205-46. All non-local travel shall be approved in writing by the COR (and pending funds availability) prior to the trip. Costs for transportation may be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs shall be considered reasonable and allowable only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of the travel. No indirect or labor costs shall be allowed under the travel CLIN. Travel will be addressed on the individual Task Orders.

Transportation of Government equipment may be required. No personal vehicles may be used for this purpose. For movement of small quantities of equipment between buildings that are co-located, the use of carts via the sidewalk may be used. Where Department of State shuttle service is available, small items may be transported via the shuttle vehicles.

a) Travel under this Contract is defined as Awardee air and ground transportation, lodging, meals and incidental expenses, and passport/visa costs.

b) Travel costs shall be allocated at the order level as an other direct cost (ODC) (under fixed-price arrangements) or as a Material (under time-and-materials arrangements).

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

d) Travel costs are authorized only 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.

e) No travel costs (or associated labor time during travel) shall be allowable for work performed at the Contractor's local office or any other work site within a 50-miles' radius of the Contractor employee's local place of performance (official duty station).

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

g) 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.

h) 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.

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

1. such rentals are consistent with good business practice;
2. such costs do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train); and
3. 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.
4. Reasonable associated costs, such as tolls and parking fees, are also generally allowable.

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

1. Payment of travel time described herein is in accordance with the Contractor's established travel policy.
2. 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.
3. 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.
4. The Government will not pay more than eight (8) hours per day per Contractor employee for travel time.
5. The Government will not pay for a Contractor employee's travel time that is outside the employee's regular working hours during the employee's normal workweek.
6. The Government will not pay for a Contractor's 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).
7. "Productive time hours" consist of hours that, other than travel time hours, directly benefit the contract.
8. Exceptions must be authorized in advance and in writing by the Contracting Officer.

k) Travel must be authorized in advance by the Contracting Officer's Representative or Government Technical Monitor.

l) The following items concern passports and visas:

1. The Contractor shall be responsible for ensuring that all personnel who will be required to travel outside the United States have a current and valid U.S. passport.
2. The Contractor shall be responsible for obtaining any visas required for travel to foreign countries under this contract.
3. The Contractor's costs for obtaining and maintaining passports and/or visas will be generally allowable, but the Contractor shall pro-rate equitably such costs if they will benefit cost objectives (e.g., contracts) other than this cost objective.
4. The Government will not pay the Contractor for travel expenses when travel is cancelled or modified as a result of the Contractor's failure to obtain a visa.
5. The Government will not pay the Contractor for the use of private visa procurement services provided by a third party.

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

n) If work under this contract will be performed at the Government site at the Department of State main building ("HST"), 2200 C Street, NW, Washington, DC 20520 (SA-5), or other State Annexes in the metropolitan Washington, DC area, daily commuting time and expenses between the Department of State site and some other location, such as a home office, shall not be allowable under this contract. However, commuting time and expenses between the Department of State site and some other location, such as a home office, shall be allowable when performing occasional official business (e.g., to attend a meeting at the Department of State site).

o) Pursuant to FAR 47.402, 47.403, and the Fly America Act, the Contractor shall use a U.S.-flag air carrier service unless specific conditions exist. If such conditions exist under a fixed-price arrangement, the Contractor shall submit with its order quotation a memorandum explaining why it does not intend to use a U.S.-flag air carrier service. Inclusion of such costs in the awarded fixed-price is contingent upon Government acceptance of such explanation.

If such conditions exist under arrangements when payment is made based on actual costs incurred (e.g., materials portion of time-and-materials arrangements and progress payments based on costs under fixed-price arrangements), the Contractor shall submit with its voucher a memorandum explaining why it did not use a U.S.-flag air carrier service. Reimbursement is contingent upon Government acceptance of such explanation.

#### **B-005 - OVERTIME**

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The Government generally discourages overtime, so the Contractor agrees to use EX/IT best efforts to avoid (and when applicable, control) overtime. The following additional terms apply to overtime under this contract:

- a) Overtime is defined as time worked in excess of the number of hours in a normal workweek.
- b) "Number of hours" includes productive time hours, travel time hours, and paid time off hours (e.g., sick, vacation, holiday).
- c) "Productive time hours" consist of hours that, other than travel time hours, directly benefit the order.
- d) "Travel time hours" consist of hours spent by the employee traveling to or from authorized work locations. See Section 3.4 for further information.
- e) Payment for overtime must be authorized in writing by the Contracting Officer and prior to the employee performing any overtime.
- f) Payment for overtime must not conflict with any Contractor uncompensated overtime policy or practice.
- g) For fixed-price arrangements, the Government will not pay for overtime.

- h) For labor-hour arrangements and the time portion of time-and-materials arrangements, any Government payment for Contracting Officer-authorized-employee overtime will be made at the fixed fully-loaded hourly labor rates negotiated in the order for normal workweek performance.
- i) A Contracting Officer-authorized employee is a Contractor employee who has been granted permission by the Contracting Officer to work overtime.

#### **B-006 - Minimum and Maximum Contract Amounts (IDIQ)**

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Per FAR 52.216-22 "INDEFINITE QUANTITY," the minimum for this indefinite quantity contract shall be any quantity or combination of supplies and services equal to the amount(s) set forth below. The Department does not guarantee any other work during the base period or the option years.

- The minimum order amount the contractor must accept is \$10,000.00.
- The maximum for this indefinite quantity contract (including options) shall be any quantity or combination of supplies and services not to exceed \$90,000,000.00.

The maximum/ceiling of this IDIQ:

1. Includes direct costs, indirect costs, and profit;
2. Is cumulative for all years of performance;
3. Serves as a ceiling amount;
4. Is not funded/obligated, as funding/obligation occurs at the order level;
5. Does not commit the Government to any liability; and
6. Cannot be exceeded unless the Contractor submits advance written notice to the Contracting Officer, and the IDIQ is modified to reflect a new contract maximum/ceiling.

The Government is obligated only to the extent of authorized purchases actually made under the IDIQ.

#### **B-010 - TYPE OF CONTRACT**

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This is an indefinite-delivery, indefinite-quantity (IDIQ) contract. The contract type(s) for an individual task order will be one or a combination of Firm Fixed Price, Time and Materials, and/or Labor Hours in FAR part 16 (Types of Contracts) depending on one or more factors identified in FAR 16.104 (Factors in Selecting Contract Types). To the extent practicable the Government plans to award on a fixed price basis as defined in FAR 16.202.

The Government anticipates each task order issued under a resulting IDIQ to be one of, or a combination of, the following::

- firm-fixed-price, as defined in FAR 16.202;
- labor-hour, as defined in FAR 16.602; and/or
- time-and-materials, as defined in FAR 16.601

*(end of clause)*

#### **Section C - Descriptions/Specifications/Statement of Work**

#### **C-001 - BACKGROUND**

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The Bureau of Educational and Cultural Affairs (ECA/EX/IT) within the Department of State (DOS), is seeking support for EX/IT IT TRANSFORMATION AND OPERATIONS SERVICES requirements. EX/IT provides strategic IT services and IT operational support to over 1,000 end users across the Public Diplomacy and Public Affairs organization, which includes ECA, Global Engagement Center (R/GEC), and Office of Policy, Planning and Resources (R/PPR) within the R Family. To better support this large and growing user base, EX/IT is implementing a significant organizational restructuring, along with an IT transformation and modernization effort to implement new technologies, processes and best practices to enhance delivery of IT services across the Public Diplomacy organization. These complex requirements are anticipated to require significant support resources, potentially in excess of 40-50 FTE, across numerous functional disciplines and technologies. The estimated dollar value of the requirements is between \$14-\$16M per year.

EX/IT supports the DOS' larger Information Technology strategic plan, which emphasizes five goals: leveraging data as a strategic asset; enhancing user and mission effectiveness; modernizing IT infrastructure, processes and security; strengthening IT management including Agile IT governance; and building an IT workforce of the future. This plan and further details can be found at the following link:

[https://www.state.gov/wp-content/uploads/2019/04/FY-2019-2022-EX/ITP\\_FINAL-508.\\_with-Signature.pdf](https://www.state.gov/wp-content/uploads/2019/04/FY-2019-2022-EX/ITP_FINAL-508._with-Signature.pdf)

In providing these transformation and operations services, EX/IT also supports the framework Managing State Projects for Information Technology (MSP-IT), which was developed by IRM utilizing the core DOS Managing State Projects (MSP) framework and adapted specifically for IT projects. MSP-IT expounds upon the importance of using Agile system development principles.

## **C-002 - OBJECTIVES**

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The objective of this procurement is to establish an IDIQ to support ECA/EX/IT in implementing a significant organizational restructuring along with an IT transformation and modernization effort to implement new technologies, processes, and best practices to enhance the delivery of IT services across the Public Diplomacy organization. The Contractor shall establish fundamentally new capabilities and business practices, while effectively maintaining ongoing operations during the transition to the planned future state.

To ensure the support contractor has established processes for quality, IT service management, security, and development that can ensure the highest levels of quality, efficiency and innovation for all EX/IT functional areas, the support Contractor shall possess the following certifications:

- Facility Clearance at Secret Level or higher (please specify)
- CMMI Development - Level 3 or higher
- CMMI Service - Level 3 or higher
- ISO 9001 certified
- Cloud certifications: AWS Consulting Partner Network Standard or higher

The following additional certifications are strongly preferred, but not required, to be considered for this IDIQ. Offerors holding any of these additional certifications should document those certifications held in their technical response:

- ISO 20000 (ITSM)
- ISO 27001 (Security)
- Additional Cloud Certifications:
  - Google Cloud Partner
  - Microsoft Gold Partner

All development activities shall incorporate a focus on employing Agile/Scrum methodology, Continuous Integration/Continuous Delivery (CI/CD), ITIL Service Management, and DevSecOps best practices to improve efficiency, reduce cost, and ensure applications security is aligned with NIST's Risk Management Framework (NIST-RMF). See Attachment 1: Applications Tracker and Attachment 2: Platform Technology Tracker for additional information on current EX/IT customers and technical environment as of April 2021.

**In addition to the KPIs stated in Section C-006, success for each task order under this IDIQ will be measured by the implementation of industry best practices, innovation in improving efficiency and cost, and speed and effectiveness in developing solutions.**

To meet these objectives, the Contractor shall:

1. Provide Transformation and O&M Contractor services for a period of one base year and four additional option years, to be exercised at EX/IT's discretion.
2. Provide a Technical Response that documents the Contractor's plan and process for performance across the six functional areas outlined in the Statement of Work.
3. Provide a Program Manager to oversee Contractor support services in the six EX/IT functional areas. The Program manager is accountable for ensuring that efficient and effective processes are followed for all stages of Project Management; Project Initiation and Transition, Project Planning and Coordination, Project Control, and Project Reporting and Communication.
4. Design, submit, and implement Transition Plan upon EX/IT approval to coordinate and transition activities from incumbent(s) to Contractor. Further details delineated in Section C-005 (Deliverables).
5. Maintain KPIs for the entire program and all six functional areas, as indicated Section C-006. This will allow EX/IT to monitor progress against expectations adjust accordingly.
6. Lead and collaborate with workgroups and stakeholders in requirements sessions to develop recommendations and approaches, to be approved by the Government to satisfy the objectives and purposes of each Task Order.
7. Maintain all application environments to include development, test, staging and production in compliance with ECA, DoS, and government-wide security, privacy and operational protocols.
8. Demonstrate how the website application, databases, and other products it will produce will meet all requirements for compliance with Section 508 and the Department of State's IT Security Requirements.
9. Consult with the COR to determine what is appropriate, effective, and essential for training and develop and provide effective training materials as required.
10. Provide software development, software testing, continuous integration/continuous deployment, configuration management, application change management, critical defect remediation, reporting, continuous improvement, and continuous monitoring services.
11. Provide quality assurance and testing services to ensure that solutions and applications are compliant with existing policies and standards, and any terms specified at the task order level, to accelerate the approval and deployment of new or updated solutions.
12. Develop solutions with and for customers that can be leveraged using the SharePoint platform, including digital collaboration working areas (collaboration sites), simple workflows, document sharing, and the organization's internal websites (Intranet).
13. Oversee the design and implementation of optimized processes that integrate strategic business objectives with technical solutions and applications to maximize efficiency and effectiveness while reducing costs.
14. Develop and implement non-proprietary, modern, well-designed applications for Department of State that meets the needs of users.
15. Develop, test, and deploy in a modern technology stack to include a modern, industry-standard open-source web application development framework; a modern, open-source relational database; automated testing and deployments and; capable of being hosted in a flexible hosting environment.

16. Build the services using an agile development process that achieves results through continuous capability enhancement, prompt response to emerging needs, demonstrated reliability, and optimized performance with resource utilization minimized.
17. Use short development iterations which will typically result in the delivery of functioning software that can be tested with internal and external users.
18. Maintain a tracking tool and metrics to monitor progress against the Agile Development Management Plan (ADMP).
19. Identify the format and timing for data deliverables it will provide to report on progress, indicate completion and request acceptance.
20. Indicate that the deliverables are to have functionality scheduled for an available release without defects.
21. Ensure and agree that all deliverables, products, licenses, designs, data, documentation, tests, user research notes, source code, configuration settings and files, and materials developed throughout all Task Order will be the property of the Department of State.
22. Thirty days prior to any Task Order award base period conclusion, provide a Transition Plan for all deliverables, products, and materials. Should options be exercised, the Transition Plan will be updated 30 days prior to the end of each option period.
23. Coordinate with the COR and incumbent vendors, and implement the Transition Plan according to the COR's direction.
24. Provide assistance to the Government Task Manager (GTM) and potentially other support providers to stand-up and ensure the applications, systems, databases, platforms, and environments are tested and fully operational.
25. Ensure the transition plan includes a detailed inventory of all files, materials, etc. that will be submitted along with detailed instructions to seamlessly set up the websites, applications, databases, systems, platform, etc. At that time, all files, materials, boxes, etc. shall be clearly labeled, packaged, and indexed according to the inventory.
26. During the transition to the Government and/or a new contractor, perform all necessary transition activities, including, but not limited to, continued full services to the Department of State and other customers; participation, at discretion of COR in five or more meetings with the Government or new contractor to effect a smooth transition and provide detailed information on the operation of all deliverables; training of new personnel (contractor or Government) during transition period, in all system operation and maintenance functions; appropriate close-out of outstanding technical and related work.
27. Provide a final report that shall include list of accomplishments, documentation, and customized code developed for the Department of State. Should the Contractor be terminated prior to the end of the scheduled base period, the Contractor shall transfer all project materials to the COR within two weeks of the COR's request.

## **C-003 - SCOPE OF WORK**

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The scope of this acquisition includes services to support implementation of the EX/IT strategic organizational transformation, including establishing fundamentally new capabilities and business practices, while effectively maintaining ongoing operations during the transition to the planned future state. The Contractor shall provide the necessary personnel, expertise, strategic guidance, management structure, and the processes, tools, and services required to satisfy these requirements.

### **1.1 EX/IT Vision**

The vision for the EX/IT organization is to be regarded as a strategic IT partner that delivers high-quality, innovative solutions that empower customers to make informed, accurate, data-driven decisions to advance the Public Diplomacy (PD) mission. The challenges of the current state include reactive rather than proactive customer engagement, overly complex and fragmented processes, and dated infrastructure and technology. To alleviate these pain points and achieve EX/IT desired future state, EX/IT is aggressively modernizing and

simplifying its services to become a proactive, strategic, and efficient partner to R Family customers. This transformation involves substantive changes to all existing functional areas, as well as the development and implementation of some entirely new functional areas as described below.

## **1.2 Functional Areas Overview**

The new EX/IT organizational structure will be comprised of the following six (6) functional areas:

A. Customer Engagement: The Customer Engagement functional area is central to the overall ECA EX/IT vision of becoming a customer-centric, “one-stop shop” for IT solutions and support that strategically partners with customers to improve the effectiveness and efficiency of their operations through innovative IT solutions. With proactive customer engagement, a well-structured portfolio, and a defined service catalog, customers will have improved access to critical data and business intelligence and IT-enabled business processes to effectively advance the Public Diplomacy (PD) mission. This shift represents a significant transformation in the approach to identification and delivery of the solutions and support required by customers. Customer service approaches that previously differed across customer groups and functional silos will be standardized and integrated, reducing cost and complexity. A deliberate focus on proactively engaging and partnering with customers to jointly identify and develop solutions of value will be implemented to boost collaboration and foster innovation.

B. Data & Analytics: As part of the overall vision to become a more proactive and strategic partner in supporting customer missions, EX/IT is establishing an entirely new functional area dedicated to improved management and curation of data assets across ECA. The targeted end state is a structured and holistic approach to better leverage ECA data assets and create a more robust overall framework for data analytics and knowledge management. Once established, this fundamentally new service will enable EX/IT to respond more quickly and effectively to ever-growing customer requests for data reporting as well as provide data-driven decision support. Over time, EX/IT will develop and deploy improved customer interfaces to provide self-service data reporting and analytics capability through a data-as-a-service operating model to further empower customers to access and use their data more strategically and securely. \_

C. Solutions: The Solutions functional area partners with ECA customers to build and enhance innovative solutions and applications and integrate them with enterprise systems, to enable data-driven decisions, and optimize workflows. Historically, ECA’s broad range of applications have been developed and deployed largely on-premises rather than leveraging the efficiencies of the cloud. Going forward, EX/IT is planning and executing a full transition to the cloud, consolidating and modernizing applications and technology, and employing Agile methodology, Continuous Integration/Continuous Delivery (CI/CD), and DevSecOps in all solutions and application development. These changes will simultaneously improve efficiency, reduce cost, ensure a proactive approach to engaging customers in the creation of innovative solutions, and improve security that is aligned with the NIST’s Risk Management Framework (NIST-RMF).

D. Platforms: Innovation, modernization, and stability are now paramount to the Platforms functional area as customers rely on EX/IT to succeed in a largely remote work environment, with expanding mobile device usage and increased requirements for reliable remote access to DOS data and systems. Historically, reactive operations and complex, over-engineered Dedicated Internet Network (DIN) infrastructure resulted in inconsistent customer experiences. The transformation of the Platforms functional area will achieve consistent customer satisfaction by providing robust, stable infrastructure and enhancing situational awareness through proactive monitoring. Modernizing equipment and reducing the complexity of processes will also simultaneously increase the efficiency and decrease the operating costs of DIN infrastructure through deployment of a newly consolidated AWS cloud platform. Additional efficiencies will be gained through the implementation of a fee-for-service subscriber model with an optimized footprint. Platforms will rely on the Customer Engagement functional area to provide a “one-stop-shop” for customer support requests and refer appropriate customer inquiries to Platforms personnel to leverage their expertise where appropriate.

E. Security: The new Security functional area represents a shift from EX/IT's previous compliance-focused approach to a much more proactive and holistic approach to embed security best practices into all aspects of development, deployment and operations to meaningfully improve security and safety. This new area is critical to providing a safe, secure framework to develop efficient and innovative IT solutions which enable ECA customers to fulfill their Public Diplomacy (PD) mission. Once fully stood up, the Security functional area will implement and manage both long and short-term cyber, data/information, and overall IT security programs and provide automated, continuous security monitoring.

F. Governance: The new Governance functional area is foundational to EX/IT achieving EX/IT strategic vision to develop efficient and innovative IT solutions. It leads and provides the thought leadership for the shifts to agile/Scrum methodology, DevSecOps, increased security monitoring and planning, and risk management and mitigation strategies. The various positions within the Governance functional area will collectively oversee and perform the full range of IT governance functions for EX/IT operations, focusing on the planning and analysis of IT projects, programs, and services, as well as strategically aligning the goals of EX/IT with the broader Public Diplomacy mission. The changes in the EX/IT Governance functional area reflect the evolving need to deliver guidance on ECA's compliance with laws, policies, and regulations impacting EX/IT IT operations. Consistent with the new emphasis on customer engagement throughout EX/IT, the Governance functional area will consult with ECA customers to identify and specify governance requirements, as well as develop plans, reports, and metrics in keeping with the overall goals and objectives of ECA and the Department of State. With the emphasis on developing a robust cybersecurity framework with mitigated risks and vulnerabilities, the Governance functional area will work closely with Security to focus on addressing cybersecurity architecture, requirements, objectives, and policies.

### **1.3 Contractor Services**

To transform EX/IT operations for each functional area to align with the vision described above, as well as to function successfully in the new future state, ECA is seeking a Contractor to provide a broad range of services further described below. To ensure the support contractor has established processes for quality, IT service management, security, and development that can ensure the highest levels of quality, efficiency and innovation for all EX/IT functional areas, the support Contractor shall be ISO 9001:2015 and CMMI Level 3 (SVC and DEV) certified. ISO/IEC 20000 and ISO/IEC 27001 certifications are strongly preferred but not required. In addition, all development activities will incorporate a focus on employing Agile/Scrum methodology, Continuous Integration/Continuous Delivery (CI/CD), ITIL Service Management, and DevSecOps best practices to improve efficiency, reduce cost, and ensure applications security is aligned with NIST's Risk Management Framework (NIST-RMF).

The Contractor shall provide a Program/Project manager to oversee Contractor support services in the six EX/IT functional areas. The Program/Project manager is accountable for ensuring that correct processes are followed for all stages of Project Management; Project Initiation, Project Planning and Coordination, Project Control, and Project Reporting and Communication. This person shall:

- Provide leadership for the entire EX/IT contract and all project teams, especially strategic initiatives related to operationalizing the EX/IT strategic vision
- Ensure high-quality service delivery in all functional areas, including meeting or exceeding all stated KPIs
- Alert management to potential obstacles to progress and proactively recommended alternatives / adjustments to address any issues
- Provide strategic management, effective resource allocation, and risk management and mitigation adjustments to ensure successful project execution
- Track progress in achieving EX/IT objectives and tie progress on initiatives into reporting
- Advance greater adoption of DevSecOps, Agile/Scrum methodology, and other relevant best practices

## A. Customer Engagement

One of the core functions of EX/IT is to support programs and end users across the R Family in better leveraging technology to support and enable their mission and business objectives. In the past, this support has been more “reactive,” with customers bringing issues to EX/IT for resolution or bringing ideas for new solutions to be developed and implemented. However, the continued rapid pace of change in technology coupled with the significant shift in customer requirements and delivery models driven by COVID-19, requires a much more flexible, agile, and proactive customer engagement team with corresponding elevated strategic capabilities.

Accordingly, EX/IT seeks IT professionals who can provide an effective bridge between customer business and mission needs and innovative IT solutions. The ability to quickly assess and understand the diverse missions and processes of customers must be integrated with the breadth and depth of IT knowledge required to identify where EX/IT core capabilities can add the greatest value to customers.

To effectively support the stand-up and ongoing management of the new customer-centric support model, the Contractor shall support the following core task areas:

### 1) Strategic Management and Business Analysis:

- Proactively and collaboratively engage with customers to strategically analyze business processes and identify opportunities for improvement through new IT solutions that facilitate value creation for stakeholders
- Support the assessment of EX/IT strategic goals and recommend courses of action and resource allocation necessary to achieve these goals
- Work closely with the EX/IT Customer Advocate (Government lead for customer relationship management) and across the Solutions, Platforms and Data functional areas to identify innovative solutions, effective delivery models, and improved data access and business intelligence that can improve mission delivery for ECA customers
- Provide experienced staff who possess the critical mix of technical skills and business process analysis, design, and risk identification and mitigation capabilities to effectively assess where enabling technology can be brought to bear to better support ECA missions

### 2) Training:

- Identify the range of training required by R Family customers to ensure effective use of all technologies, platforms, applications, hardware, and software in use across Public Diplomacy
- Develop and deliver training content to support ECA-developed applications and solutions, as well as supplemental training on broader DOS enterprise technologies and software (e.g., Zoom, Teams, SharePoint, O365, etc.), as needed
- Deliver training in core skills and best practices to enhance customer productivity and compliance with DOS and ECA IT security requirements
- Provide experienced staff with expertise in design and delivery of effective training in a variety of formats, with particular emphasis on remote delivery of training materials
- Ensure that technical expertise supporting the training offering continuously evolves over time to keep pace with best practices and new innovative technologies

### 3) Service Desk:

- Provide 8x5 customer support for project teams as well as end-users including: Facilitate the restoration of services to end-users within defined agreement terms and as specified at the Task Order level
  - Applications support (including ECA-developed applications)
  - Audio/visual support including scheduling, set-up, technical support/ troubleshooting for equipment
  - Perform upgrades and integrate new devices/software

- Mobile device support
- Network connectivity (DIN, Wi-Fi, and Internet) support
- AMA (Ask Me Anything) support
- Microsoft Teams Management
- ServiceNow EX/ITM Tickets
- Interface with IRM EX/ITC, IT CCB requests and similar customer support tasks
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- Provide experienced support staff with strong problem-solving, customer engagement, and communication skills
- Preferred qualifications include ITIL v3 or higher, CompTIA A+, CompTia Security+, and/or HDI-CSR certified

4) IT Liaison:

- Support EX/IT in effectively partnering with DOS offices throughout the Department, such as the Bureau of Information Resource Management (IRM), which provides enterprise IT resources across the Department, and the Bureau of Diplomatic Security, to ensure that collectively the full range of customer needs for technical support and training are effectively addressed

## **B. Data & Analytics**

EX/IT is seeking a Contractor to help stand up this entirely new functional area, and to provide the full range of services and support required to design and implement the new ECA data strategy in alignment with the Department's Enterprise Data Strategy. Transitioning from the current ad hoc and reactive data reporting approach to a comprehensive data management and analytics service approach will require the cultivation of new skill sets within the EX/IT team, supported by the expertise of the Contractor's personnel. As such, the Contractor shall assist EX/IT in implementing this new vision in two major phases:

- By the end of Year 1 of the program, build all Standard Operating Procedures (SOPs) for integration of new data, data governance, and resource/team allocation to implement a unified data analytics system.
- By the end of Year 2 of the program, develop the ability to deploy the Data & Analytics service to all ECA offices and maintain and update the service offering as required over time.

To effectively support the stand-up and ongoing management of this new functional area, core services include the following:

1) Data Governance:

- Design and implement a structured approach to data governance that addresses data quality, accessibility, architecture, warehousing, reporting, and security
- Create the framework for improved strategic data management across ECA that ensures a holistic approach to collecting, managing, securing, and storing data
- Collaborate with ECA customers and management to ensure the overall data strategy and approach is structured to effectively support the full range of customer data requirements
- Define standard practices and processes to ensure the quality and security of data used across ECA
- Design and implement a data-as-a-service operating model, using agile methodologies to quickly prototype and launch the initial minimally viable product (MVP) and supporting an iterative approach to expanding the model to full deployment across ECA
- Provide qualified staff with skills and experience in strategic data management architecture and governance, process design, data stewardship, data controls implementation, integration of data assets and business intelligence, communication, and customer facilitation

2) Master Data Management:

- Provide thought leadership and commercial best practices for the Master Data Management (MDM) task area
- Identify, integrate, create, and maintain critical data from both internal and external data sources to develop a standardized data repository to serve as a single authoritative source for accurate and complete data across ECA components
- Collaborate across ECA offices in defining new Bureau-wide processes, policies and standards to manage and store master data
- Act as a bridge connecting the ECA data management approach with IT Solutions
- Monitor and analyze master data, key data, and master relationship data
- Provide qualified staff with skills and experience in data solutions; data governance, data quality, communication with customers, team members, and senior management; and data administration, design, and architecture.

3) Database Management & Data Warehouse Support:

- Ensure the performance, integrity, and security of all ECA databases and supporting servers and infrastructure, as well as all cloud database services (e.g., Oracle, SQL Server, cloud servers, etc.)
- Assist in the planning, development, and maintenance of databases to facilitate the organizational vision of unified knowledge and data management
- Manage all ECA databases, on both physical and virtual servers, in the DEVNET, OpenNet Plus networks, DMZ, as well as cloud-based server databases
- Help manage and secure data at rest
- Provide support to the Solutions functional area with various tasks involving databases and data access and integration
- Conduct tuning, maintenance, data warehouse preparation, upgrades, backup/recovery operations, data migration/loads, and SQL and PL/SQL coding in support of custom application development and database operations
- Provide personnel with experience in administering complex database architectures (Oracle 12c both on-prem and cloud); creating databases; Oracle SQL and PL/SQL Languages code; data migrating and data loads; expertise in the NIST's Risk Management Framework, knowledge of Real Applications Clusters, Oracle Advanced Security, Oracle Wallet, Data Guard, Flashback technology, Recovery Manager, and Oracle Enterprise Manager; and experience with TOAD and ERWIN

4) Business Intelligence and Visualization:

- Support design and implementation of a structured Business Intelligence service offering as a new capability for EX/IT
- Design and develop effective business intelligence (BI) tools with interfaces focused on quick access to key information and data to support timely, data-driven management decisions
- Provide visualizations to enable complex combinations of data to be synthesized and presented in forms that are digestible and insightful for ECA decision-makers
- Collaborate with ECA customers and the Data & Analytics Services functional area to identify and develop specific business intelligence products and reports focused on enabling more effective execution of customer missions
- Provide qualified staff with skills and experience in leveraging insights derived from data to support more effective management decision making, analyzing business processes, and working with customers to develop effective visualizations and reporting structures to ensure business intelligence insights are clear and accessible

## **C. Solutions**

To successfully align with the proactive, agile, modernized and cloud-based Solutions functional area vision, ECA is seeking a Contractor to provide a range of support services including modernization,



workflow optimization and architectural design of solutions and modifications of existing applications and testing. The Contractor shall provide an approach for integrating ITIL Service Management, Agile, CI/CD, and DevSecOps best practices in the development, enhancement, deployment, and integration of applications. Contractor personnel in this Functional Area shall report to the EX/IT Solutions Technical Lead, providing regular updates and involving him/her in critical meetings and decisions.

This shift to more agile, modern solutions development and integration will necessarily involve the cultivation of new skillsets within the team; thorough understanding of business processes and requirements; innovation and creativity in problem solving to improve processes in a cost effective manner; “state of the art” technical skills and expertise to bring the latest best practices to the development process; consistent and automated ways to build, package, test, deploy, and deliver the applications; change management skills, particularly regarding proactively managing the full transition to cloud-based development and services; ability to leverage Agile or a hybrid development methodology with CI/CD and DevSecOps; strong interpersonal and facilitation skills.

Accordingly, EX/IT seeks IT professionals who shall support the following core services within the Solutions functional area:

1) New Technology/Innovation:

- Proactively work on modernizing, improving, and optimizing architectural design for EX/IT solutions overall (e.g., transitioning applications to the cloud)
- Continually research and evaluate emerging technologies and implement innovative improvements to support future technical directions as new technologies become available and/or as organizational needs expand
- Develop innovative proofs of concept (POCs) and/or minimum viable products (MVPs) in coordination with the Data & Analytics functional area to support EX/IT vision
- Collaborate closely with the Data & Analytics Functional Area to ensure the solutions architecture appropriately aligns with data architecture to enhance how customers are able utilize the data
- Proactively engage with customers to elicit requirements and functional specifications, assess current solutions in place, identify areas in need of improvement, and provide regular project updates
- Provide experienced support staff with a broad range of skills and experience in customer engagement and communication skills, business process analysis/design, software architecture design, project management, coding languages, knowledge of operating systems and databases, and organizational and leadership skills

2) Solutions and Applications:

- Provide software and applications development in support of new and existing ECA systems and applications leveraging enterprise platforms such as O365 (including PowerApps)
- Provide an integrated and scalable framework to meet the capabilities required by ECA
- Maintain all application environments to include development, test, staging and production in compliance with ECA, DoS, and government-wide security, privacy and operational protocols
- Provide software development, software testing, continuous integration/continuous deployment, configuration management, application change management, critical defect remediation, reporting, continuous improvement, and continuous monitoring services
- Provide experienced staff with skills and expertise in software development, software design, quantitative problem-solving, communication and teamwork, Agile methodology, CI/CD, and DevSecOps
- Ensure that staff receive continuous education and training to remain current with the latest technologies and best practices
- **Project-based Requirements:** Staff multiple Agile teams as requested by EX/IT to work on adding new features to existing applications, optimizing workflow, integrating with both internal agency and external systems, and developing new solutions/applications for customers, with each team having

their own Business Analyst from the Business Process Reengineering task area, developer(s) from the Solutions and Applications task areas, and manual tester(s) from the Q&A Testing task area

3) Q/A and Testing:

- Interact with customers to understand the requirements and business goals of applications and solutions and factor these objectives into testing approaches
- Provide quality assurance and testing services to ensure that solutions and applications are compliant with existing policies and standards, and any terms specified at the task order level, to accelerate the approval and deployment of new or updated solutions
- Form a testing team to include both automated and manual testers working in sync on applications and the network to conduct tests, analyze the results, and report observations
- Incorporate testing best practices (CMMI)
- Provide experienced staff with skills and expertise in developing test strategies and test plans; producing test reports that consolidate findings, summarize defects and anomalies found, and provide options for remediation; testing against functional, design and technical requirements; testing specifications, scripts, and cases; Selenium Rapid7 and/or Visual Studio Team Test; testing, debugging, and troubleshooting; testing custom applications; testing network changes and hardware; networking, application code development, and Oracle database technology
- Ensure that staff receive continuous education and training to remain current with the latest technologies and best practices

4) SharePoint Services:

- Develop solutions with and for customers that can be leveraged using the SharePoint platform, including digital collaboration working areas (collaboration sites), simple workflows, document sharing, and the organization's internal websites (Intranet)
- Analyze user activity to pinpoint areas of improvement to better serve customers in an efficient and effective manner
- Provide experienced support staff with relevant skills and technical knowledge in incorporating design components using SharePoint Online as well all applicable MS Office 365 platform and other services. (e.g., Power Platform, MS Office suite, etc.)

5) Business Process Re-engineering:

- Proactively work with customers to understand business objectives and identify the business processes impacted by proposed applications, solutions, and improvements
- Support the design and implementation of optimized processes that integrate business objectives with technical solutions and applications to maximize efficiency and effectiveness while reducing costs
  - Serve as an integral part of the agile structure on a given application development team
  - Work with the Solutions & Applications team to ensure the integration of business processes into development in a holistic manner
  - Provide experienced staff with skills and expertise in process design and engineering; process simulations and standard operating procedures (SOPs), process engineering software systems; business operations in application development; high-level analytical thinking; and project management

## **D. Platforms**

To successfully modernize the Platforms functional area, ECA is seeking a Contractor to provide support services ranging from system administration and network management to strategic integration and innovation activities, including supporting a shift to a fee-for-service subscriber model. In the past, cloud operations formed part of the responsibilities of other EX/IT positions, but the shift in customer demands requires new specialized Contractor personnel specifically dedicated to cloud operations. The Platforms functional area must

also significantly adapt and transform the ECA technical infrastructure and operational approach in response to the post-COVID and recovery environment, which has increased remote work operations.

Accordingly, EX/IT seeks IT professionals proficient in architecture, Cloud Service Provider (CSP) management, vendor management, availability management, capacity & performance, service continuity, problem management, IT asset management, and infrastructure and platforms, to support the following core services:

1) Cloud Operations:

- Support EX/IT in moving increasingly to the use of Anything-as-a-Service (XaaS) platforms through modernization and migration of operations to the cloud
- Assist the Solutions functional area in development, implementation and maintenance of increased cloud-based applications and services
- Provide experienced support staff with relevant skills and technical knowledge of cloud methodologies such as, but not limited to, XaaS (Anything-as-a-Service) including PaaS (Platforms-as-a-Service) and SaaS (Software-as-a-Service) such as ServiceNow; programming languages such as Python, .Net, ColdFusion, PL/SQL, Powerscript, Delphi, and Python, tools including PowerApps, Power Automate, Visual Basic, Business Objects, Tableau, and Power BI, Azure IaaS services, PowerShell scripting, Splunk and AppD and experience transitioning to cloud-based delivery from on-premise operations using AWS or a similar cloud platform
- Provide support staff with AWS Consulting Partner Network Standard or higher (Required); Google Cloud Partner and/or Microsoft Gold Partner (preferred)

2) Network Infrastructure:

- Shift the EX/IT infrastructure and operating model to effectively support a remote work environment
- Support “on-premise” network operations and management of the underlying physical infrastructure of the ECA DIN
- Enable the interface between users, applications, services and the Internet
- Implement, manage, and monitor wired, wireless, remote access, DIN network-as-a-service, and various components of network infrastructure including switches, routers, firewalls, servers, personnel, equipment, and infrastructure software, among others
- Ensure compliance with DOS and EX/IT security requirements, incorporating best practices from NIST’s Risk Management Framework
- Facilitate the restoration of services to end-users within defined agreement terms and as specified at the Task Order level
- Provide experienced staff with expertise in hands-on management of LAN and Wi-Fi networks in a Cisco-based environment, technical planning, analysis, design, development, testing, configuration, integration, installation, implementation, quality assurance, maintenance, and management of network infrastructure
- Provide experienced staff with understanding and ability to support Windows Server 2012 R2 server and beyond, and multi-forest/multi-domain Active Directory, as well as networking experience including TCP/IP, routing protocols, layer 3 switching, and wireless

3) Systems Administration & Integration:

- Implement, manage, maintain, and monitor front-end server infrastructure including DIN application servers, VMs, cloud-based servers (i.e., AWS), and ECA OpenNet servers
- Maintain, upgrade, and manage IT software, hardware, networks, and conduct security patching and systems maintenance
- Facilitate the restoration of services to end-users within defined agreement terms (See Platforms KPIs) and as specified at the Task Order level
- Provide experienced support staff with relevant skills and expertise including an understanding of Group Policy Objects (GPOs) and their use to control rights and deploy applications; Dynamic

Host Control Protocol (DHCP), Domain Name Services (DNS) and other Windows Server core functions; routine System Administration tasks (New user setup, new PC deployment, backup monitoring and administration); Active Directory, Windows 10 and Mac OS (and beyond); Proficient knowledge of Office 365 (and beyond); centrally managed Antivirus applications; mobile device support; VMware ESXi and Virtual Center; Apple System Administration including Directory Services Design, Implementation and Integration; Mac OS Security and Deployment; Apple installation packages and repackaging of existing installers; Scripting using AppleScript and Unix Shell Scripts; CasperSuite; virtualized server and workstation configurations, including technical planning, analysis, design, development, testing, configuration, integration, installation, implementation, quality assurance, maintenance, and management of the virtualized infrastructure; best business practices for the virtualized Network Infrastructure; Virtual Desktop Infrastructure (VDI) solution and VMware Horizon View clusters; automating/streamlining application deployments; developing contingency plans for disaster recovery and/or rollback purposes; network monitoring tools; Windows Server 2012 R2 server and multi-forest/multi-domain Active Directory, NAS, SAN and fiber switches; understanding of LAN/WAN technologies including Microsoft technologies like DNS, DHCP, RDS, Windows Deployment Services (WDS), SCCM, WSUS etc.; knowledge of VMware technologies (ESXi, vCenter, Horizon View, Operations Manager, etc.), and excellent communication skills

## **E. Security**

Establishing the EX/IT Security functional area demonstrates a priority to align Security procedures to those of the broader Department of State information security program, as well as that of the new Administration given EX/IT renewed focus on cybersecurity. This functional area supports a full range of security requirements and activities to manage all cyber and security management matters.

To successfully achieve the EX/IT vision for cyber security and risk management, ECA is seeking a Contractor to monitor and protect ECA's network, proprietary, and sensitive information:

### **1) Security Monitoring:**

- Work with EX/IT government staff serving in the two other task areas in this functional area, Security Management and Compliance & Information Assurance
- Identify and correct flaws in the security system
- Create procedures for IT employees to follow
- Improve the overall security system
- Secure ECA's cloud and on-premises infrastructure
- Filter out suspicious activity, and identify and mitigate security risks before any breaches occur in IT systems
- Work inter-departmentally to identify, correct, and prevent any flaws in ECA security systems
- Provide Contractor personnel with a sound working knowledge of cybersecurity, including intrusion prevention, incidence response, and ethical hacking; strong analytical skills, a detailed-oriented mindset, and great communication, interpersonal, and leadership skills; strong familiarity with the NIST's Risk Management Framework and experience in applying these principles and standards to IT systems and networks

## **F. Governance**

To achieve EX/IT ambitious vision, EX/IT aims to set up a foundational and robust Governance functional area and is seeking Contractor assistance in two key task areas, Enterprise Architecture and Technical Writing. The Contractor's expertise in these areas will ensure holistic, operational success and effective documentation for program execution.

To successfully execute the EX/IT vision for governance, ECA is seeking a Contractor to provide services for the following task areas:

1) Enterprise Architecture:

- Use industry standard methodology e.g. TOGAF, FEAF, or a hybrid tailored to meet EX/IT requirements in the design and development of an updated overarching architecture for the EX/IT enterprise to optimize both technical and business operations
- Establish the strategic technical direction and develop solution architectures for one or more shared service platforms to fulfill modernization requirements that leverages current Department investments to the greatest extent possible and aligns all efforts with the Department's IT Strategic Plan
- Identify design changes and upgrades to improve the ECA IT cloud and on-premise infrastructure
- Provide architecture support in order to ensure efficient and effective execution of the required services as well as reduce the operations and maintenance costs throughout the life of the contract by proposing and supporting governance for current and future enterprise requirements
- Support EX/IT in collaboratively assessing the existing enterprise architecture (EA) and future state EA as supported by EX/IT (not the Department's enterprise). Integrate ECA's information applications and programs into the architectural design
- Catalog, develop, coordinate, communicate, maintain, and enforce overall enterprise architecture models, representations, initiatives, capabilities, and components to adequately perform the organization's business and technological activities

2) Technical Writing:

- Establish and develop written materials and documentation for all EX/IT initiatives
- Communicate and collaborate with 'Process & Governance', 'Finance, Assets & Contract Management', 'ISSO' and other functional area SMEs, program managers, and senior stakeholders in developing written materials, technical documentation, and infrastructure diagrams
- Work with Enterprise Architect in putting together infrastructure diagrams and other architectural documentation and mapping
- Provide assistance to program managers in developing any written materials across EX/IT functional areas, including customer SOWs, MOUs and SLAs, operations manuals,
- Assist with the Department application certification/re-certification process by evaluating technical, management, and operational security controls, maintaining System Security Plans, building Authority to Operate (ATO) packages, and submitting Notification and Change and related documentation
- Develop documentation for Enterprise Architecture to capture reports, milestones, accomplishments, and issues for all O&M and projects to ensure program/project management best practices.

**C-004 - DELIVERABLES**

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On-time quality delivery of all deliverables is a core requirement of all Task Orders and is incentivized. Quality is defined as identified final submissions (drafts are not included) that do not require revisions or rework on first pass. The minimal acceptable performance level is that 90% of all deliverables must pass acceptance by EX/IT upon first submission without revision or rework unless otherwise stated at the task order level.

The CO will schedule, coordinate, and host a program Kick-Off Meeting at the location approved by the Government. The meeting will provide an introduction between the Contractor personnel and Government personnel who will be involved with the contract. At a minimum, the attendees will include vital Contractor personnel / key personnel, representatives from EX/IT, other relevant Government personnel, and the COR.

The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. In addition, the Contractor and key government personnel will review the schedule of deliverables required in the IDIQ and the initial Task Order(s) executed.

**DELIVERABLES SCHEDULE 1: IDIQ-LEVEL DELIVERABLES**  
(TO BE SUBMITTED WITH TECHNICAL RESPONSE)

The Contractor shall submit the following deliverables as part of their technical response. Each of these deliverables will be evaluated as part of the contractor’s overall technical volume and finalized after award as noted in the table below. Additional information regarding each deliverable is provided after the table.

<b>Table 1: Schedule of Deliverables - IDIQ Level</b>			
<b>Deliverable/ Milestone</b>	<b>Task</b>	<b>Planned Completion Date</b>	<b>Frequency</b>
<b>A. Agile Development Management Plan (ADMP)</b>	Contractor shall provide an Agile Development Management Plan (ADMP) documenting the approach to integrating Agile best practices into all development activities.	Initial Draft submitted with RFP response; final to be received within 10 business days of IDIQ Award	Once as part of the proposal
<b>B. Transition-In Plan</b>	Contractor shall provide a Transition Plan that ensures a seamless transition of all in-process work without disruption to vital government business.	Initial Draft submitted with RFP response; final to be received within 10 business days of IDIQ Award	Once as part of proposal (finalized post-award)
<b>C. Staffing Plan</b>	Contractor shall provide a Staffing Plan documenting the approach to ensuring timely staffing of qualified personnel for all work under the IDIQ.  <u>NOTE:</u> Specific staffing plans will also be required at the task order level	Initial Draft IDIQ-level plan submitted with RFP response; final to be received within 10 business days of IDIQ Award	Once as part of the proposal
<b>D. Communication Plan</b>	Contractor shall provide a Communication Plan documenting the approach to ensuring effective communications across EX/IT functional areas, including effective communications with EX/IT customers and EX/IT senior leadership.	Initial Draft submitted with RFP response; final to be received within 10 business days of IDIQ Award	Once as part of the proposal; updated as needed
<b>E. Quality Management Plan</b>	Contractor shall provide a Quality Management Plan documenting the overall approach to ensuring quality of all work under the IDIQ.  <u>NOTE:</u> Specific quality plans and KPIs will also be required at the task order level	Initial Draft IDIQ-level plan submitted with RFP response; final to be received within 10 business days of IDIQ Award	Once as part of the proposal; updated as needed

**A. Agile Development Management Plan (ADMP)**

Contractor shall provide an Agile Development Management Plan (ADMP) documenting the approach to integrating Agile best practices into all development activities. The plan must provide details of all Agile activities (rituals), and shall include, *but is not limited to*:

- Detailed process for working with the Product Owner and End Users to capture Product Road Map, Epics, and User Stories, and prioritize and work-off the product backlog
- Describe how user stories are to be sized, how estimation and determination of sizes shall be accomplished
- Describe how to plan and complete iterations.

If the Contractor is selected for award, a final version of the ADMP will be incorporated into the contract award.

## **B. Transition Plan**

The Contractor shall develop, validate with COR and senior EX/IT leadership, and implement a transition plan to ensure a seamless transition of all in-process work, both O&M and in-process project-based task orders, from the expiring contract for similar services. The Contractor shall ensure no service disruption to vital Government business and no service degradation during and after transition. The Contractor shall provide a final Transition-In Plan that will be based on the Contractor's proposal Transition-in Plan, within 5 business-days of initial Task Order award. All transition activities shall be completed within 45 calendar days after Task Order start, targeting a 30-day overlap of services between the incumbent(s) and the Contractor. The Contractor can utilize all existing EX/IT infrastructure during transition as long as risks are appropriately mitigated. The Contractor shall begin implementation of the EX/IT Transition-In Plan no later than (NLT) five (5) calendar days after Task Order award.

The Transition Plan shall be comprehensive and cover all relevant aspects of managing an effective transition including, but not limited to:

- Document the strategic approach for supporting each functional area and task areas within the functional areas during transition;
- Identify equipment, hardware, software, documents and other artifacts that are included in the transition;
- Establish activities, milestones and schedules;
- Identify transition risks and propose risk mitigation approaches;
- Define roles and responsibilities including for key personnel;
- Define transition approval authorities and lines of communication;
- Define and document a knowledge transfer approach;
- Define a property inventory and transition approach;
- Create bi-party or multi-party agreements; and
- Provide checklists and other mechanisms for tracking transition status and completeness.

The Contractor will be expected to provide an Updated Transition-In Plan and Draft Work Plan at the Kick-Off Meeting. At the end of the IDIQ, the Contractor will transition out of the IDIQ in a manner that ensures the incoming Contractor will be able to perform the services with little or no degradation in service quality.

## **C. Staffing Plan**

Upon award of the IDIQ, the Contractor shall work with EX/IT to finalize the Staffing Plan submitted during the RFP process and begin to execute against the plan upon finalizing. The staffing plan shall document the Contractor's approach to providing the required personnel to support EX/IT including, but not limited to:

- Approach to ensuring access to cleared personnel for all positions, including ability to staff additional cleared personnel on short notice. Staff with the requisite clearance (Secret clearance at a minimum unless otherwise specified at the task order level) will need to be able to be submitted for reciprocal clearance with the Department of State immediately upon notice by EX/IT

- Approach to ensuring access to additional technical capabilities and expertise in the future as new market technologies are developed and adopted over time
- Approach to ensuring personnel maintain up-to-date skills, knowledge and expertise in leading edge technologies and best practices, including any specific training or certifications listed in the Position Descriptions for IDIQ labor categories and the KPI section below
- Approach to attracting and retaining quality personnel to maintain a “strong bench” of qualified resources
- Approach to staffing the core positions outlined in the Key Personnel section below
- A clear subcontracting plan outlining the roles to be performed and Functional Areas to be supported by the Prime Contractor and all subcontractors / teaming partners
  - Where known, please provide the approximate percentage allocations of workshare among teaming partners

#### **D. Communications Plan**

Upon award of the IDIQ, the Contractor shall work with EX/IT to finalize the Communications Plan submitted during the RFP process and begin to execute against the plan upon finalizing. The communications plan shall document the Contractor’s approach to ensuring effective communications including, but not limited to:

- Approach to ensuring communications are coordinated across all EX/IT functional areas
- Plan for effectively engaging and communicating with and across EX/IT customer organizations to support change management efforts
- Approach to ensuring effective communications with EX/IT leadership and broader ECA leadership, as appropriate, through executive briefings and other communications
- Development of reference materials including FAQs, video demos, training materials, and other documentation to support effective communication and change management

#### **D. Quality Management Plan**

Upon award of the IDIQ, the Contractor shall work with EX/IT to finalize the Quality Management Plan submitted during the RFP process and begin to execute against the plan upon finalizing. The Contractor will be expected to perform regular Quality Assurance (QA) activities to ensure efficiency and high delivery of quality services. Quality Assurance is expected to be specifically targeted at monitoring “fit for purpose” and “right first time” prior to delivery of services and products to our customers.

The Contractor shall design and document QA mechanisms to produce improved services at lower risk. The Quality Assurance Plan shall document the Contractor’s approach to actively managing and ensuring quality across all work performed under this IDIQ including, but not limited to:

- Development of a comprehensive quality control inspection program covering all general and specific functional areas included in SOW;
- Approach to meeting the general IDIQ-level KPIs;
- Approach to recommending / developing effective KPIs and other quality measures for specific task orders and integrating these into the overall Quality Management Plan and associated reporting over time;
- Approach to and frequency of quality reporting;
- Documentation of specific tasks or areas to be inspected on either a scheduled or unscheduled basis and the manner in which inspections are to be conducted;
- Proposed method(s) of identifying deficiencies before performance becomes unacceptable in accordance with this Statement of Work;
- Approach to ensuring Contractor personnel are properly trained;
- Approach to measuring, managing and reporting customer satisfaction;
- Proposed forms, templates and other materials to be used to manage consistency and quality;
- Identification of the Government-furnished systems and facilities required to execute the plan, if any;
- Approach to ensuring quality in the development process including, but not limited to:



- Developing and documenting standards, guidelines, and procedures that are aligned to a Quality Management Plan (QMP) for the development process;
- Ensuring that members of the Contractor team follow these established standards, guidelines, and procedures;
- Ensuring that all work products and related documentation comply with requirements documents throughout the development cycle;
- Ensuring that problem areas are identified early;
- Ensuring that potential problem areas are given greater visibility.

In addition to developing and maintaining an overall Quality Management Plan for the EX/IT Program, the Contractor may be required to establish, maintain and implement a complete Quality Control Plan (QCP) at the Task Order level to ensure the requirements of the associated Task Order(s) are provided as specified. Such quality plans, if required, will be developed in conjunction with the Task Order statement of work prior to task order award.

#### Applicable Standards

As part of Quality Management, the Contractor shall ensure that all work is completed in accordance with US Government and Department of State standards, policies, procedures and guidelines as provided. The following specific standards/policies have been identified as applicable to this project.

- 5 FAM Information Management
- 12 FAM 500 Information Security
- 12 FAM 600 Information Security Technology
- 13 FAM 600 Training for Non-State Department Individuals
- 18 FAM Programs, Practices, and Planning

#### **DELIVERABLE SCHEDULE 2:**

#### **PROGRAM AND TASK ORDER-LEVEL DELIVERABLES**

(TO BE DEFINED AT THE TASK ORDER LEVEL)

In addition to the core deliverables noted above in **Schedule 1** to be provided with the Contractor's Technical Response, the Contractor will be expected to provide a range of additional deliverables at the Task Order level to support overall Program Management functions and the specific objectives of particular Task Orders. Target deliverables that may be required at the task order level include, but are not limited to:

- Quality Control Plan & KPIs (Task Order-Specific)
- Staffing Plan (Task Order-Specific)
- Transition Plan (e.g., transition from development to O&M)
- Transition-Out Plan (within 60-days of Task Order completion date)
- Subcontracting Plan (Task Order-Specific)
- Project Management Plan (Task Order-Specific)
- Communication Plan (Task Order-Specific)
- Executive Briefings
- Financial Management Review (Monthly and Quarterly)
- Program Management Review (Monthly and Quarterly)
- Metrics
- Monthly Invoicing
- Status Meetings
- Meeting Minutes
- Technical Design Review
- Design Documents and Schedules
- Migration Plan and Checklist
- System Release Notes

- System Test Plan
- User Testing Plans
- User Training Material
- User Training Delivery
- Service Level Agreements (SLAs) & Memorandum of Agreements / Understandings (MOAs/MOUs)
- DevSecOps and NIST’s Risk Management Framework Implementation Strategy
- Reports (e.g., Project, Backlog, Defect, Program, Utilization, Risk, etc.)
- Artifacts (e.g., user and system guides, communications, SOPs, ATO documentation, diagrams project charter, project management plan, project schedule, training plan, release plan, and/or performance management plan).

**OTHER DELIVERABLE REQUIREMENTS**

**Format and Destination of Deliverables**

All deliverables will be expected to be provided via electronic mail, or in hard copy as required. Deliverables must be submitted in accordance with the dates and timeframes identified above in the Schedule of Deliverables. For specific deliverables identified by the Government, the Contractor will be expected to submit drafts. After Government review and feedback, the Contractor must then be able to finalize the product deliverable and submit to the CO to meet the date shown in the Schedule of Deliverables.

The Contractor will be expected to ensure that electronic and information technology (EIT) services provided fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board’s Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor will be expected to make available full details of compliance at the Government’s request. For every EIT product accepted under this IDIQ by the Government that does not comply with 36 CFR Part 1194, it is expected that the Contractor will, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral on either the planned or refresh cycle of the product or service.

**Deliverable Rights**

All documented procedures, customized software, developed products, artifacts, and application enhancements developed at Government expense for this acquisition shall become the property of the Department of State, subject to the FAR (Federal Acquisition Regulation), DOSAR (Department of State Acquisition Regulation), and FAM (Foreign Affairs Manual). The Contractor must grant to the Government unlimited rights to any data (recorded information, regardless of form or the media on which it may be recorded – including technical data and computer software – as defined in FAR Clause 52.227-14 (a) first produced at Government expense in performance of the contract.

**C-006 - KEY PERFORMANCE INDICATORS**

The Contractor shall perform the required services in accordance with the following measures and guidelines unless otherwise stated at the task order level. Based on need, the following performance metrics may be added on the Task Order level award for accountability purposes. As part of collaboration between the Government and awardee, KPIs will be identified for each functional area and monitored to assess the performance by the vendor. KPIs will be reviewed after the first six months as needed, then annually thereafter to allow for modernization of program approaches, ensure measures provide value, determine if a KPI has exceeded EX/IT ability to improve year over year, and assess where greater improvements can be made based on the services being provided by the Contractor.

**Program Level KPIs**

Service-Level Object	Service-Level Performance	Service-Level Metric	Reporting Interval	Report	Improvement Year Over Year
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		Months 1-6	Months 7+			
Personnel Training (new offerings and continuous education)	% of staff trained within agreed period	90%	95%	Quarterly	Operations Report	% of Staff trained in a timely manner to increase over time and approach 100%
Employee Retention	90% of staff retained over an annual period	>90%	>90%	Quarterly	Operations Report	% of Staff retained over an annual period to increase over time and maintain at least >85% annually
SLA Targets Missed %	Fewer than X issues	Average over the 6 months	6-month average — 2%	Per month	Operations Report	Decrease at least 2% year over year
Contingency Planning	Occurs 1x/year	Scheduled	Taken place	Annual	Contingency Planning Report	Occurs 1x/year with updates for improvement
Cybersecurity Training	Conduct on an ongoing basis, 1x/year for end users	Delivered to >40% end users	Delivered >95% end users	Quarterly	Operations Report	% of Staff trained in a timely manner to increase over time and approach 100%
ATOs	Apply for, receive, and maintain ATOs for products in a timely manner	>90% of ATO statuses current	>95% of ATO statuses current	Quarterly	Operations Report	% of ATOs maintained/current to increase over time and approach 100%
SLA Targets Missed %	Fewer than X issues meeting SLAs defined on each task order	Average over the 6 months	6-month average — 2%	Per month	Operations Report	Decrease at least 2% year over year

**Customer Engagement KPIs**

**Customer Engagement Key Performance Indicators (KPIs)**

Service-Level Object	Service-Level Performance	Service-Level Metric		Reporting Interval	Report	Improvement Year Over Year
		Months 1-6	Months 7+			
Time to Resolve Incidents	% of incidents assigned and resolved within agreed period	90%	95%	Per month	Operations Report	Time to resolve tickets decreases over time to maintain target range of 5% or lower
Customer Satisfaction	4.5 or higher on a 5.0-point scale, qualitative measurement by EX/IT customer's score	90%	95%	Per month	Operations Report	Increase percentage projects with 4.5 or higher year over year

**Data & Analytics KPIs**

**Database Management Key Performance Indicators (KPIs)**

Service-Level Object	Service-Level Performance	Service-Level Metric		Reporting Interval	Report	Improvement Year Over Year
		Months 1-6	Months 7+			

Database Availability	% of database uptime	99.95%	99.95%	Per month	Operations Report	Maintain industry standard of 99.95%
Database Response Time	Time elapsed between the Database Entry Application sending a request to the server and receiving the response from the server	Average over the 6 months = Baseline	Baseline -2%, 90% of the time	Per month	Operations Report	Response Time decrease to reach optimized levels

**Solutions KPIs**

**Solutions and Applications Key Performance Indicators (KPIs)**

Service-Level Object	Service-Level Performance	Service-Level Metric		Reporting Interval	Report	Improvement Year Over Year
		Months 1-6	Months 7+			
Application Availability	% actual application uptime (in hours) relative to the total number of planned uptime (in hours).	97%	99.8%	Per month	Operations Report	Increase average percentage uptime year over year to maintain 99.8%
Customer satisfaction	4.5 or higher on a 5.0-point scale, qualitative measurement by EX/IT Project Manager	90%	95%	Per sprint	Customer Surveys	Increase percentage projects with 4.5 or higher year over year
User Stories	Actual number of user stories developed and delivered	Average over the 6 months	6-month average + 5%	Per sprint	User Stories	Increase average total number of realized stories per sprint with 5% year over year
Backlog prioritization issues	Fewer than X issues	Average over the 6 months	6-month average — 5%	Per month	Backlog Report	Reduce average number of issues with 5% year over year
Defect density	Fewer than X defects per story	Average over the 6 months	6-month average — 5%	Per month	Defect Report	Reduce average number of defects per story with 5% year over year
Critical Defect Remediation	Time-To-Repair for patch delivery not to exceed 24 business hours/3 business days	90%	98%	Per month	Defect Report	Increase average percentage uptime year over year to maintain 98%
Burndown Rate	More than X% of stories selected for a sprint realized during the sprint	Average over the 6 months	6-month average + 5%	Per month	Program Review	Increase average percentage realized stories per sprint with 5% year over year
Team Velocity	Actual number of stories realized per team	Average over the 6 months	6-month average + 5%	Per sprint	Program Review	Increase average total number of realized stories per sprint with 5% year over year

Defects introduced to Production	# of Defects introduced to Production per Release Applies when an Incident is reported against a solution built where the defect can be traced to a requirement, code, or missed test case during development. Critical = application offline Major = major component of application rendered non-functional Moderate = functional component of application not working as designed, remainder of application functional Minor = non-functional component of application not working as designed but does not impair business function of user.	0 Major or Critical 1-5 all other Severity	0 Major or Critical 1-5 all other Severity	Per month	Defect Report	6-month average continuously trending closer to 0
Application Response Time	Time elapsed between the sending a request to the application and receiving the response from the application	Average over the 6 months = Baseline	Baseline -2%, 90% of the time	Per month	Operations Report	Response Time decrease to reach optimized levels

**DevSecOps KPIs**

**DevSecOps Key Performance Indicators (KPIs)**

Service-Level Object	Service-Level Performance	Service-Level Metric		Reporting Interval	Report	Improvement Year Over Year
		Months 1-6	Months 7+			
Deployment Frequency	X deployments per month	Average over the 6 months = Baseline	Baseline Consistency	Per month	Operations Report	Assessment of processes for improvements
Deployment Time	Time elapsed between code completion	Average over the 6 months = Baseline	Baseline Consistency	Per month	Operations Report	Assessment of processes for improvements

	and release to production					
Failed Deployment Rate	Fewer than X defects per deployment	Average over the 6 months	6-month average — 5%	Per month	Defect Report	Reduce average number of defects per deployment by 5% year over year
Change Failure Rate	Fewer than X failures per changes	Average over the 6 months	6-month average - 5%	Per month	Operations Report	Decrease average percentage of change failures by 5% year over year
Mean Time to Detection (MTTD)	Average time between the start of an issue and the detection of the issue (in hours)	Detection Hours: Critical: < 1 High: < 2 Mod: < 4 Low: < 6	Detection Hours: Critical: <0.5 High: < 1 Mod: < 2 Low: < 4	Per month	Operations Report	Reduce average year over year
Mean Time to Recovery (MTTR)	Average time that an application takes to recover from any failure (in hours)	Recovery Hours: Critical: < 6 High: < 10 Mod: < 18 Low: < 24	Recovery Hours: Critical: < 4 High: < 8 Mod: < 16 Low: < 24	Per month	Operations Report	Reduce average year over year

**Platforms KPIs**

**Network Management Key Performance Indicators (KPIs)**

Service-Level Object	Service-Level Performance	Service-Level Metric		Reporting Interval	Report	Improvement Year Over Year
		Months 1-6	Months 7+			
Network Outages	Monitoring and average time it takes to provide a notification	< 15 minutes	< 10 minutes	Per month	Operations Report	Improve by >1 min per year
Server Outages	Monitoring and average time it takes to provide a notification	< 15 minutes	< 10 minutes	Per month	Operations Report	Improve by >1 min per year
Maintenance of Licenses and Service Accounts	Percentage of licenses/ service accounts with active (non-expired) status, updated passwords, etc.	95%	99%	Per month	Operations Report	Maintain at > 99%
Mean Time to Recovery (MTTR) for DIN	Average time for DIN to recover from any failure (in hours)	Recovery Hours: Critical: < 6 High: < 10 Mod: < 18 Low: < 24	Recovery Hours: Critical: < 4 High: < 8 Mod: < 16 Low: < 24	Per month	Operations Report	Reduce average year over year
DIN Mean Time Between Failures (MTBF)	Average time between one DIN failure and the next (in months); greater than X months	Average over the 6 months	First 6-month average +2 months	Per month	Operations Report	Increase average year over year
Planned Changes Outage	Percentage of unavailability due to implementation of planned changes; less than X hours	Average over the 6 months	6-month average – 2%	Per month	Operations Report	Planned outages shall be coordinated to least impact to availability during

**Security KPIs**

**Security Key Performance Indicators (KPIs)**

Service-Level Object	Service-Level Performance	Service-Level Metric		Reporting Interval	Report	Improvement Year Over Year
		Months 1-6	Months 7+			
iPost Risk Scores	iPost Scores received from IRM	B average	B+ - A Average	Monthly	Operations Report	iPost scores improve over time to maintain a B+ to A average. Anything below a B is unacceptable
Patches Applied	% of time Patches applied within required time to effectively address security vulnerabilities	95%	99%	Monthly	Operations Report	Time to apply patches decreases over time to maintain a 99% response time
Security Incidents	% of incidents addressed within agreed timeframe	95%	99%	Monthly	Operations Report	Security incident response time decreases over time to maintain a 99% response time
EOL Software/ Hardware	% of s/w & h/w at or beyond end of life	10%	5%	Monthly	Operations Report	Over time the % of s/w and h/w at EOL decreases significantly to maintain an average of 5% or less
Contingency Planning Test	% of time CPT occurs within agreed upon timeframe	97%	100%	Annually	Operations Report	Over time the timeliness of the CPT increases to 100%
Cybersecurity Scorecard	% on Bureau Cybersecurity Scorecard that is achieved and maintained	>75%	>80%	Quarterly	Operations Report	Over time the % score achieves and is maintained at 90% or better

**Section D - Packaging and Marking**

**D-001 - 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).
- (end of clause)*

## Section E - Inspection and Acceptance

### **E-001 - INSPECTION AND ACCEPTANCE**

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Acceptance of all written documents and other deliverables will be contingent upon COR review and approval.

The COR will discuss each specific functional area with the Contractor to ensure that the goals and objectives are clearly defined. Required graphs, charts, columns and rows of data shall be legible and properly formatted. Unless valid justification is cited to the contrary, the COR comments will be incorporated into the respective final documents and reports. If COR comments given do not conform to safe business practices, or are deemed technically unsound; it is the responsibility of the Contractor to advise the COR. Consensus is required between the COR and the Contractor; however, if consensus is not achieved, actions will be as directed by the COR. Upon approval of the final draft, deliverables will be submitted in final form to the COR. All deliverables shall be delivered to the COR in both hard copy and electronic format, which will be determined upon contract award.

The contractor shall ensure proper control and coordination of all deliverables to ensure they are on time. Unless otherwise stated, the Government will review deliverables and notify the contractor of acceptance or non-acceptance within 5 business days. Representatives of the contractor shall meet with the COR and other members of the Government as necessary to review status of deliverables.

**Notice Regarding Late Delivery-** The Contractor shall notify the COR, or other authorized representative designated in each Task Order, as soon as it becomes apparent to the Contractor that a scheduled delivery will be late. The Contractor shall include in the notification the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. Such notification in no way limits EX/IT or any Government contractual rights or remedies, including, but not limited to, termination.

**Default Acceptance-** Notwithstanding the foregoing, any deliverable requiring acceptance by the Government shall be deemed to be accepted by the Government if no written notice of non-conformity has been received by the Contractor within the acceptance period.

## Section F - Deliveries or Performance

### **F-001 - CONTRACT AND TASK ORDER MANAGEMENT**

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The Contractor shall assign appropriate resources to effectively administer the IDIQ and associated Task Orders. Duties include, but are not limited to, responding to Government requests for contractual actions in a timely fashion, and maintaining proper/accurate timekeeping records of personnel assigned to work on the IDIQ and associated Task Orders. Performance under each task order will be documented in accordance with the prior Deliverables section and in accordance with any proposal that may be incorporated into the award unless otherwise stated at the task order level.

The Contractor shall provide effective program and project management support in accordance with the methodology "Managing State Projects" referenced in 5 FAM 611 (d) and described in 5 FAH 5. Overall Program/Project Management (PPM) must include at a minimum, efficient communication management support, planning, scheduling, resource management, cost management, transition planning, reporting, preparation and submission of deliverables, risk management, lessons learned and data repositories, quality assurance, meeting and maintaining service levels, and effective and efficient configuration, change and asset management support. The Project Manager, as requested by the COR, may be onsite and directly responsible



for the line management of the assigned contract and functional area leads. The PM will be responsible for the recruitment, supervision, project financials, and effective utilization of contract staff acting as the liaison between onsite, offsite and corporate staff.

The Project Manager will be expected, when required, to develop and maintain monthly management plans, reports and schedules, as previously detailed and at the COR's request, and manage Contractor personnel to meet the project and contract-wide objectives. Additionally, monthly status reports to include Program Management Review (PMR) and Financial Management Review (FMR) will be provided to ensure contract oversight. Monthly reports must be able to support Earned Value Management (EVM) for measuring project performance and progress and OMB reporting requirements. The Project Manager may be required to collaborate with EX/IT PMO and other Contractors supporting the EX/IT Division, to include but not limited to providing requested inputs to support internal data calls and Office of Management and Budget (OMB) reporting requirements, provide updates to the EX/IT project and portfolio management tools, such as ServiceNow PPM, to monitor project schedules, weekly project status, etc. The Contractor may also be required to provide basic PPM support, to include:

- Problem identification, troubleshooting and resolution;
- Responsibility for quality control and assurance of contract deliverables;
- Responsibility for invoicing, security, privacy and data integrity;
- Providing advanced notice of personnel actions to include military leave, promotions, hiring of replacements, vacations and backup personnel;
- Notification of problems to the COR in a timely manner with proposed solutions;
- Monitoring of key personnel to minimize potential staff disruptions and assigned tasks completion;
- Maintaining and providing an updated contact list for all subcontractors and Contractor personnel.

The Contractor will be expected to successfully integrate and coordinate all activity needed to execute the Task Orders, including the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, timely identification of issues in controversy, effective/responsive management of subcontractors, customer satisfaction, and professional and ethical behavior of the Contractor management personnel.

#### POINTS OF CONTACT:

Contractors shall provide a name and phone number for a Point of Contact (POC), along with any subcontractors' POC. The Contracting Officer's Representative (COR) will be responsible for providing Task Order monitoring, technical oversight and direction, Task Order administration and payment, coordinating contractual modifications and any required alterations or changes to the basic orders.

#### TELEWORK:

At the discretion of the Program Office, the Contractor may be permitted telework capabilities with prior authorization from the COR and Government Project Manager. Specific telework requirements will be specified at the task order level. When authorized, the Contractor shall adhere to ECA/EX/IT processes and policy for obtaining, maintaining, and utilization of telework.

#### CONTRACTOR IDENTIFICATION:

Contractor employees will identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishable badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel will appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence. The EX/IT COR and CO shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the COR all DoS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COR, referencing the pass or card number, name of individual to who it was issued and the last known location and disposition of the pass or card.

### **F-002 - PLACE OF PERFORMANCE**

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The Contractor shall perform on-site requirements unless otherwise stated at the task order level at the SA-05 ECA/EX/IT DoS facility in Washington, DC.

The Contractor is permitted to conduct authorized activities off-site consistent with Department requirements for personnel and facility security.

### **F-003 - GOVERNMENT-FURNISHED EQUIPMENT / INFORMATION**

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For contractor personnel working onsite, DOS will provide workspaces with all office equipment and supplies necessary. This includes furnishings, computer hardware, telephones and other material appropriate to the performance of this task. All computer resources in use at the U.S. Government facility will be provided for exclusive use at that facility. Contractors working offsite are expected to provide all equipment and supplies required to perform their duties unless OpenNet access is required, in which case the government will provide the necessary equipment as GFE.

If the Government provides GFE at the task order level, all Government resources remain the property of the U.S. Government and must be returned by the Contractor upon completion of the services. Any Government furnished materials, data, or property (GFP, GFM, GFE, or GFI) shall remain the property of the Government and shall be returned upon completion of the support services. Government furnished equipment shall be tracked through applicable procedures that will be provided by the Contracting Officer in accordance with the Federal Acquisition Regulation (FAR). The Contractor shall prevent loss of information during all operations and maintenance activities by taking steps to secure, protect and, at the Government's direction, restore, as necessary, any information residing in the equipment or media being maintained.

At all times, including during repairs; the Contractor shall not remove any classified storage media (hard drives, etc.), classified information, or Sensitive but Unclassified (SBU) information from Department premises without prior ISSO and Government Project Manager approval. Prior to removal of any storage device for repair or replacement, the Contractor shall ensure that all user data and software have been backed up and shall electronically erase, beyond restoration, all data residing on the device in accordance with the FAM. If the Contractor needs or chooses to return a piece of equipment to a depot or other Contractor site for repair, all data shall be removed from the piece of equipment, which includes removing the hard disk prior to removing the equipment from the site. The Contractor shall be responsible for notifying the Information Systems Security Officer (ISSO) and the Government Project Manager or designated representative if a hard disk containing information has been inadvertently shipped to a maintenance depot or Contractor. The Contractor shall document the removal and replacement of items. Property passes must be completed and obtained from the Government property book officer or designated alternate. All software and/or hardware, including proprietary Contractor software, must be approved by the local IT CCB and the ECA/EX/IT Information Systems Security Officer (ISSO) before the software or hardware is implemented within offices support by ECA/EX/IT.

The Contractor shall establish and implement methods of tracking all keys/key cards/building access cards/badges issued to the Contractor by the Government. The Contractor shall ensure that keys/key cards are not lost, misplaced, duplicated, nor used by unauthorized persons. The Contractor shall turn-in any issued keys by personnel who no longer require access to locked areas. The Contractor shall report to the COR or CO any occurrences of lost or duplicated keys.

The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit

entrance of persons other than Contractor's employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

The Contractor shall conduct end-of-day security checks of their work areas including but not limited to ensuring computers are shut down, desks are cleared, and appropriate doors are locked. The Contractor shall not be responsible for performing end of the day security for office areas occupied by Government employees or other Contractors.

The Contractor shall be responsible for safeguarding all Government property provided for Contractor use and shall be responsible for any damage, maintenance, or replacement of any Government property due to negligence of service provider personnel.

The Government shall provide the Contractor access to the OpenNet Network (ON). Through the ON, the Government shall provide the Contractor access to unclassified Government data and information applicable to accomplishing the division's mission. The Government shall provide designated Contractor personnel access to the ClassNet Network (CN). Through the CN, the Government shall provide the Contractor access to classified Government data and information applicable to accomplishing the division's mission. Secret clearance is required for individuals granted access to the classified network. Contractor personnel are required to obtain user accounts through the DOS Global Address List (GAL) and Department issued PIV cards/badges.

#### **F-004 - STANDARD WORK HOURS**

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EX/IT normal hours of operation are Monday through Friday, 0600 to 1800, with core support hours of 0800 to 1700, except federal holidays. The Contractor must have the flexibility to schedule individuals outside the normal hours, with prior approval of the COR, to support the mission of EX/IT. In no case, however, shall on-site support be provided outside normal hours when there are no Government employees in the work area. The Contractor is not required to provide service on the following U.S. Federal holidays: New Year's Day, Martin Luther King, Jr Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day and other designated federal holidays.

[<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>]

#### **F-005 - PERIOD OF PERFORMANCE**

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##### **IDIQ Period of Performance**

The duration of the IDIQ includes a base year and four one-year options periods for the potential total of (5) years, in accordance with FAR 52.217-9.

##### **Task Order Period of Performance**

Each task order issued shall establish its own period of performance. Orders issued prior to but not completed before the IDIQ is cancelled/expires shall be completed in accordance with the terms of the IDIQ.

At a minimum, DOS will review Contractor performance against pre-defined performance metrics annually and determine if it should exercise the next option year. Each Task Order may include (but is not obligated to include) Option Periods as stated in the terms of the Task Order.

#### **F-006 - SPECIAL PROVISIONS**

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### **A. Section 508 Accessibility Standards Notice (September 2009)**

All deliverables (including, but not limited to, electronic and information technology (EIT)) procured through this IDIQ must meet the applicable accessibility standards at 36 CFR § 1194, U.S. Architectural and Transportation Barriers Compliance Board (Access Board) under the authority of Section 508 of the Rehabilitation Act Amendment of 1998, unless an agency exception to this requirement exists. 36 CFR § 1194, U.S. Architectural and Transportation Barriers Compliance Board (Access Board) is viewable at <http://www.section508.gov>. The Contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR § 1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

### **B. Non-Disclosure Policies**

The work to be performed by, and the data released to, the Contractor's personnel shall be treated as sensitive and confidential in nature and is not to be discussed with or released to anyone except ECA employees assigned to work with the Contractor and other Contractor personnel working on a given Task Order. The Contractor is responsible for requiring all of its employees working under this IDIQ, who have access to privileged information under this IDIQ to execute all Certifications required by ECA. ECA, as it deems appropriate, may require additional certifications be completed by the contractor at any time during a task order's period of performance.

### **C. Potential Organizational Conflicts of Interest**

Offerors shall provide a signed statement which describes concisely all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract or task order and bearing on whether the Offeror has a possible organizational or personnel conflict of interest with respect to: being able to render impartial, technically sound, and objective assistance or advice, or being given an unfair competitive advantage.

The Offeror may also provide relevant facts that show how EX/IT organizational structure and/or management systems limit EX/IT knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

No task order award shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer. The vendor will notify the Contracting Officer in writing as soon as any conflict of interest is identified and will propose steps for mitigating the conflict. Refusal to provide the requested information or the willful misrepresentation of any relevant information by an Offeror shall disqualify the Offeror from further consideration for award of a task order under this solicitation. If the Contracting Officer determines that a potential conflict can be avoided, effectively mitigated, or otherwise resolved through the inclusion of a special contract clause, the terms of the clause will be subject to negotiation.

### **D. Contractor Use of Commercial Computer Software, Including Open-Source Software**

Open-source software is often licensed under terms that require a user to make user's modifications to the open-source software or any software that the user combines with the open-source software freely available in source code form pursuant to distribution obligations in the license. In cases where the Contractor proposes to use the open-source software while performing a task order under this IDIQ, regardless of whether the open-source software is delivered, the Contractor shall not create, or purport to create, any Government distribution obligation with respect to Government computer software deliverables. Prior to using any commercial computer software, including open-source software which is considered commercial computer software, the Contractor shall evaluate each license for commercial computer software, and confirm that each of the following requirements is satisfied:

- A license for a particular commercial computer software shall be compatible with all licenses for other commercial computer software that are or will be linked to, adapted to, integrated, combined or

merged with the particular commercial computer software, including when the particular commercial computer software and the other commercial computer software are used with another computer program

- A license for commercial computer software shall not impose a future Government obligation that is foreseeable by the Contractor
- A license for commercial computer software shall not be terminated by the Contractor's use of the commercial computer software in performing under the contract
- Contractor's cost to comply with this requirement presents no additional costs to the Government

If, as a result of the Contractor's evaluation, the Contractor satisfies all of the requirements in the paragraphs above, then the Contractor shall provide a written summary report of the above findings to the Contracting Officer stating that the Contractor has evaluated the commercial computer software use and the commercial computer software license, and made each determination required in the paragraphs above. The Contractor shall request permission from the Contracting Officer to use the proposed commercial computer software. This notification shall include all information regarding the identification and proposed use(s) of the commercial computer software.

If the Contractor is unable to satisfy all of the requirements in the paragraphs above for a particular commercial computer software license, then the Contractor may not use the commercial computer software covered by the particular license without prior written approval of the Contracting Officer. If the Contractor wants to use the commercial computer software for which the requirements in the paragraphs above within this section are not satisfied, the Contractor shall request approval to use the otherwise prohibited subject commercial computer software from the Contracting Officer by providing written notification addressing the following:

1. The name and version number of the software;
2. The name of applicable license(s);
3. A brief description of the technical use and implementing approach
4. A "yes/no" indication as to whether the Contractor has made, or will make, any modifications to the source code;
5. The software website; and an identification of the reason(s) that the Contractor was unable to make the determination in the paragraphs above.

#### **E. Government Data**

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government another Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or Contractor personnel shall not divulge, or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval of the Contracting Officer (CO). The Contractor must not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides for greater rights to the Contractor.

Any application, software and/or artifacts produced in the performance of, or delivered under, this contract shall become the property of the Department of State. This includes, but is not limited to, source code, algorithms, processes, formulas, flow charts, and other deliverables that have been generated by the Contractor. Artifacts must be provided under platform appropriate electronic format by preserving the order, sequence, relational and interoperability under which they were captured.

#### **F. National Defense Authorization Act**

Both FAR 52.204–24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment and FAR 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment apply to this IDIQ and all Task Orders placed against it.

## **F-007 - TRANSITION PERIOD & STANDARDS**

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### **a. Task Order Transition Plans**

The Contractor shall assure that it transitions task orders in a manner that assures little or no service delivery degradation from the expiring contract for similar services. The Contractor shall ensure that there will be minimum service disruption to vital Government business and no service degradation during and after transition. The Contractor shall provide a final Transition-In Plan that will be based on the Contractor's proposal Transition-in Plan, within five calendar-days of project start. All transition activities shall be completed 15 calendar days after Task Order start. The contractor can utilize all existing ITS infrastructure during transition as long as risks are appropriately mitigated. The Contractor shall begin implementation of its Transition-In Plan no later than (NLT) five (5) calendar days after Task Order award.

The Transition Plan shall:

- Document the strategic approach
- Identify equipment, hardware, software, documents and other artifacts that are included in the transition
- Establish milestones and schedules
- Establish activities
- Identify transition risks and risk mitigation
- Define roles and responsibilities
- Define transition approval authorities and lines of communication
- Define a knowledge transfer approach
- Define a property inventory and transition approach
- Create bi-party or tri-party agreements
- Provide checklists

### **b. IDIQ Kickoff**

The CO will schedule, coordinate, and host a program Kick-Off Meeting at the location approved by the Government. The meeting will provide an introduction between the Contractor personnel and Government personnel who will be involved with the contract. The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. At a minimum, the attendees will include vital Contractor personnel, representatives from EX/IT, other relevant Government personnel, and the COR.

The Contractor will be expected to provide the following at the Kick-Off Meeting:

- Updated Transition-In Plan
- Draft Work Plan

At the end of the Contract, the Contractor will transition out of the Contract in a manner that assures the incoming Contractor will be able to perform the services with little or no degradation in service quality.

### **c. Transition Out Plan (Task Order Level)**

The Contractor shall provide a Transition-Out Plan that facilitates the accomplishment of a seamless transition from the incumbent to an incoming Contractor/Government personnel at the expiration of the contract.

The Contractor shall provide a final Transition-Out Plan NLT 60 calendar days after the Government requests the deliverable, during the final option year of the contract.

The Contractor shall update the plan through-out the performance of the contract as necessary reflecting current operations and service levels and provide these updates at the appropriate MPSR. The Contractor shall identify how it will coordinate with the incoming Contractor and/or Government personnel to transfer knowledge to include the following:

- Project management processes.
- Points of contact.
- Location of technical and project management documentation, data, and methods of providing these to the incoming service provider.
- Status of ongoing technical initiatives (inflight projects).
- Appropriate Contractor-to-Contractor coordination to ensure a seamless transition.
- Transition of Key Personnel.
- Schedules and milestones.
- Actions required of the Government.
- Methods of measuring transition risks that includes a complete inventory of transition risks with assigned severity and probability, and response plans to address the risks either through avoidance, mitigation, or other means.
- Method of permitting the successor service provider to observe and become familiar with any and all operations specified in this PWS for a minimum of 30 calendar days prior to the expiration or termination of the contract.
- Method of establishing and maintaining effective communication with the incoming service provider for the period of the transition via weekly status meetings.
- Detail knowledge transfer including the following:
  - Method for ensuring that all information assets and related configuration information is up-to-date and available for the Government's review at least 30 calendar days prior to the end of the contract.
  - Deliver to EX/IT electronic copies of all Government data and information stored in the Contractor's systems in the format requested by EX/IT within 15 business days from the EX/IT request.
  - Provide process descriptions and detailed procedures for all systems management and support processes and update as necessary during the transition-out.
  - Method for adherence to the approved Transition-Out Plan once phase-out activities are initiated.
  - Method for conducting a joint Contractor and Government inventory of GFE and all operational, engineering, procedural, educational, and any other documentation and presentations produced as part of delivering the PWS services within ten business days of an EX/IT request.
  - Method for certifying that all Government information has been purged from any Contractor-owned system used to process Government information.
  - The Contractor will implement the requirements of the Government approved Transition-Out Plan at the direction of the Government in support of transitioning to a new service provider.

## **Section G - Contract Administration Data**

### **IPP-001 - ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS AND INSTRUCTIONS TO IMPLEMENT USAGE OF THE INVOICE PROCESSING PLATFORM**

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(a) *Definitions.* As used in these instructions

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of these instructions, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP) at [www.ipp.gov](http://www.ipp.gov). Information regarding IPP is available on the Internet at [www.ipp.gov](http://www.ipp.gov). Assistance with the IPP application can be obtained by contacting the IPP Production Helpdesk via email [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or phone (866)973-3131. The Contractor shall ensure that its supporting documentation conforms to IPP requirements. IPP accommodates up to 25 supporting attachments per invoice, individual attachment file size may not exceed ten megabytes (10mb). If the Contractor assesses that their supporting documentation will not reasonably conform to IPP requirements, the Contractor shall contact the Contracting Officer to explore possible alternatives. In addition, the IPP only allows certain characters to be used as the invoice number. The invoice number shall conform to the IPP convention and the attachments (if used) shall match exactly the invoice number allowed. The allowed characters in the IPP are "abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ0123456789-\_"

(c) If the Contractor wishes to be paid via a foreign bank account, the contractor must properly fill out form GFS-FO-CLM-089 and attach it to each invoice in the IPP where payment to a foreign bank account is requested. The form can be obtained by e-mailing [CGFSIPPITForm@state.gov](mailto:CGFSIPPITForm@state.gov).

(d) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(e) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

[End of instructions]

#### **652.242-70 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)**

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(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 is TBA at time of award. Task Order CORs (and GTMs, if applicable) will be assigned as new task orders are identified and executed.

(End of clause)

#### **G-001 - ORDERING PROCEDURES**

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(a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery orders or task orders hereunder:

Department of State Contracting Officer

(b) 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.

(c) Issuance of orders by facsimile is authorized in accordance with FAR 52.216-18 "ORDERING."  
(*end of clause*)

## **G-002 - CONTRACT ADMINISTRATION**

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### **General**

This section provides guidance regarding contract administration for the Base IDIQ, and where applicable, for each Order placed under the IDIQ. Additional contract administration requirements may be specified in each Task Order. Costs associated with these requirements shall not be billed as a direct cost to the Government.

Pursuant to FAR 16.504(a)(4)(vi), only authorized users may place Orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR 2.1) in good standing must have an appropriate signed delegation of authority from the Department of State Contracting Officer. This Basic Contract is for use by Department of State only.

### **Roles and Responsibilities**

This section describes the roles and responsibilities of Government personnel after IDIQ award. The Government may modify the roles and responsibilities at any time during the period of performance of the IDIQ

#### **1. Contracting Officer**

The Department of State Contracting Officer is the sole and exclusive government official with actual authority to award the Basic Contract and individual Orders.

#### **2. Contracting Officer's Representative and Government Task Manager**

The Department of State Contracting Officer may designate a Contracting Officer's Representative (COR) or Government Task Manager (GTM) to provide certain assistance to the Contracting Officer for that Order. The specific rights and responsibilities of the COR or GTM for each order shall be described in writing, which upon request shall be provided to the Contractor. A COR/GTM has no actual, apparent or implied authority to bind the Government.

## **G-003 - NON-DISPLACEMENT OF QUALIFIED WORKERS**

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Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise herein, in good faith offer those professional service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified.

## Section H - Special Contract Requirements

### **H-005 - CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS**

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Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this clause, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including (1) any warranty or representation made by the Contractor in a proposal as to hardware or software performance; total systems performance; and other physical, design, or functional characteristics of equipment, software package or system, or installation date; (2) any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above, made in any publications, drawings, or specifications accompanying or referred to in a proposal; and (3) any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal.

*(end of clause)*

### **H-009 - CONTRACTOR IDENTIFICATION**

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

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

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

*(end of clause)*

### **H-016 - KEY PERSONNEL**

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Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this IDIQ. Such personnel are defined as "Key Personnel" and are those persons whose resumes are submitted for evaluation as part of the Contractor's Technical Proposal. *Post award, the contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:*

- If one or more of the key personnel are unavailable for work for a continuous period exceeding 30 workdays, with the approval of the Contracting Officer, the Contractor shall promptly replace personnel with personnel of equal ability and qualifications.
- All requests for approval of substitutions must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contracting Officer. The Contracting Officer shall promptly notify the contractor of approval or disapproval in writing.
- The Contractor shall provide 30 days' notice and allow for 2-week overlap/transition of duties when positions are refilled due to departure of standing key personnel.
- If the Contracting Officer determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the Contracting Officer may terminate the contract for

default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

- The personnel specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

Throughout the life of the contract, the Contractor shall ensure continuity of activities in the event of personnel absence, whether scheduled time-off, military leave, or sick leave, to ensure continued support throughout the life of the contract as well as all individual Task Orders awarded.

For all new personnel, throughout the life of the IDIQ and any Task Order(s) awarded, the Contractor must provide the vetted candidate resume to the Contracting Officer Representative (COR) for review and approval prior to personnel selection. The Government reserves the right to meet with contractor personnel prior to onboarding. Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

Key Personnel at the IDIQ-level include the following positions. Please refer to the position descriptions and experience, qualifications and certification requirements referenced in RFP Section B and Attachment 3 for each position. Please note the extent to which Key Personnel hold any preferred qualifications, as well as the required qualifications, for each position. Resumes for these personnel shall be submitted by the Contractor with their RFP response and will be incorporated into the overall technical evaluation as noted in Sections L & M.

- Program Manager
- Solutions Technical Lead
- Platforms Technical Lead
- Data Team Functional Lead
- Enterprise Architect
- Senior Database Administrator
- Senior Network Engineer
- Cloud Operations Engineer

**The Government may require Key Personnel at the Task Order level. If required, the Task Order will state the Key Personnel requirements.**

#### **H-020 - SAFEGUARDING INFORMATION**

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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 Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

*(end of clause)*

## **H-031 - SECURITY REQUIREMENTS**

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The Contractor shall ensure that work is completed in accordance with U.S. Government and Department of State standards, policies, procedures and guidelines as provided. The Contractor shall complete all work in accordance with, and including but not limited to, the standards, policies, procedures, and guidelines provided in the applicable DOS Foreign Affairs Manual (FAM) and Handbook (FAH) and/or any other standards that may be identified by the Government.

Applicable FAMs and FAHs include, but are not limited to, the following:

- 5 FAM 600 Information Technology Systems
- 12 FAM 600 Diplomatic Security
- 5 FAH 5 Information Technology Systems
  - Meet Diplomatic Security's security configuration guidelines for any application which has a respective security guideline.

The Contractor shall take specific, explicit, and particular care to maintain all aspects of program stewardship within the security guidelines of the bureau and the Department. The prime Contractor shall possess a minimum of a SECRET FACILITY CLEARANCE LEVEL (FCL). All positions will require, at a minimum, SECRET personnel clearance.

- (a) A facility security clearance at the SECRET level is required for contract performance in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification, attached to this contract.
- (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 a personnel security clearance at **SECRET** level prior to contract performance. Individual clearances shall be maintained for the duration of employment under this contract, or until access requirements change.
- (c) The Contractor shall obtain a Department of State building pass for all employees performing under this contract who require frequent and continuing access to Department of State facilities in accordance with Bureau of Diplomatic Security Instructions.
- (d) Performance of this contract 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 contract shall be safeguarded and disposed of in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

## **H-032 - ORGANIZATIONAL CONFLICT OF INTEREST - General**

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- (a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.
- (c) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

(end of clause)

**Section I - Contract Clauses**

Clause	Title	Fill-ins
52.212-4	Contract Terms and Conditions-Commercial Items (Oct 2018)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
52.203-7	Anti-Kickback Procedures (Jun 2020)	
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
52.203-5	Covenant Against Contingent Fees (May 2014)	
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Jun 2020)	
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.244-6	Subcontracts for Commercial Items (Jul 2021)	
52.204-2	Security Requirements (Mar 2021)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
52.227-14	Rights in Data-General (May 2014)	

**52.228-5 - Insurance-Work on a Government Installation (Jan 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractor's proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

**52.233-3 - Protest after Award (Aug 1996)**

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- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. 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. Upon receipt of the final decision in the protest, 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 either before or after a final decision in the protest, 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 an 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 a proposal 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.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.
- (End of clause)

**52.233-4 - Applicable Law for Breach of Contract Claim (Oct 2004)**

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United States law will apply to resolve any claim of breach of this contract.

(End of clause)

**652.204-70 - DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (FEB 2015)**

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- a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of 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 Policy and Procedures may be accessed at <https://usdos.sharepoint.com/sites/DS-In/C/ST/SSI/NSM/IDM/OneBadge/SitePages/OneBadge.aspx>.
- (End of clause)

**652.225-71 - SECTION 8(a) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)**

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

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
  - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
  - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
  - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
  - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
  - (6) Paying, honoring, confirming, or otherwise implementing letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden compliance with the boycott , and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1) through (6) above:
- (1) Complying or agreeing to comply with requirements:
    - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
    - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
  - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
  - (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
  - (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
  - (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
  - (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.
- (End of clause)

#### **652.237-72 - OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)**

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(a) The Department of State observes the following days as holidays:

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

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

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for

additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

(End of clause)

#### **652.239-71 - SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (SEP 2007)**

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(a) General. The Contractor shall be responsible for information technology (IT) security, based on Department of State (DOS) risk assessments, for all systems connected to a Department of State (DOS) network or operated by the Contractor for DOS, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to DOS's information that directly supports the mission of DOS. The term "information technology", as used in this clause, means any equipment, including telecommunications equipment, that is used in the automatic acquisition, storage, manipulation, management, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

(1) Hosting of DOS e-Government sites or other IT operations;

(2) Acquisition, transmission, or analysis of data owned by DOS with significant replacement cost should the Contractor's copy be corrupted; and

(3) Access to DOS general support systems/major applications at a level beyond that granted the general public; e.g., bypassing a firewall.

(b) IT Security Plan. The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with applicable Federal laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002, and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and DOS policies and procedures, as they may be amended from time to time during the term of this contract that include, but are not limited to:

(1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

(2) National Institute of Standards and Technology (NIST) Guidelines (see NIST Special Publication 800-37, Guide for the Security Certification and Accreditation of Federal Information Technology systems (<http://csrc.nist.gov/publications/nistpubs/800-37/SP800-37-final.pdf>); and

(3) Department of State information security sections of the Foreign Affairs Manual (FAM) and Foreign Affairs Handbook (FAH) (<http://foia.state.gov/Regs/Search.asp>), specifically:

(i) 12 FAM 230, Personnel Security;

(ii) 12 FAM 500, Information Security (sections 540, 570, and 590);

(iii) 12 FAM 600, Information Security Technology (section 620, and portions of 650);

(iv) 5 FAM 1060, Information Assurance Management; and

(v) 5 FAH 11, Information Assurance Handbook.

(c) Submittal of IT Security Plan. Within 30 days after contract award, the Contractor shall submit the IT Security Plan to the Contracting Officer and Contracting Officer's Representative (COR) for acceptance. This plan shall be consistent with and further



detail the approach contained in the contractor's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer and COR, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

(d) Accreditation. Within six (6) months after contract award, the Contractor shall submit written proof of IT security accreditation for acceptance by the Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation must be in accordance with NIST Special Publication 800-37. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The Contractor shall comply with the accepted accreditation documentation.

(e) Annual verification. On an annual basis, the Contractor shall submit verification to the Contracting Officer that the IT Security plan remains valid.

(f) Warning notices. The Contractor shall ensure that the following banners are displayed on all DOS systems (both public and private) operated by the Contractor prior to allowing anyone access to the system:

Government Warning

**\*\*WARNING\*\*WARNING\*\*WARNING\*\***

Unauthorized access is a violation of U.S. law and Department of State policy, and may result in criminal or administrative penalties. Users shall not access other user's or system files without proper authority. Absence of access controls IS NOT authorization for access! DOS information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorize Department officials. Use of this system constitutes consent to such monitoring.

**\*\*WARNING\*\*WARNING\*\*WARNING\*\***

(g) Privacy Act notification. The Contractor shall ensure that the following banner is displayed on all DOS systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Pub. L. 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(h) Privileged or limited privileges access. Contractor personnel requiring privileged access or limited privileges access to systems operated by the Contractor for DOS or interconnected to a DOS network shall adhere to the specific contract security requirements contained within this contract and/or the Contract Security Classification Specification (DD Form 254).

(i) Training. The Contractor shall ensure that its employees performing under this contract receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on the rules of behavior.

(j) Government access. The Contractor shall afford the Government access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DOS data or to the function of information technology systems operated on behalf of DOS, and to preserve evidence of computer crime.

(k) Subcontracts. The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(l) Notification regarding employees. The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment when that employee has access to DOS information systems or data.

(m) Termination. Failure on the part of the Contractor to comply with the terms of this clause may result in termination of this contract.

(End of clause)

## **652.243-70 - NOTICES (AUG 1999)**

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Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

(End of clause)

**52.204-21 - Basic Safeguarding of Covered Contractor Information Systems (June 2016)**

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(a) *Definitions.* As used in this clause--

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

**52.212-4 Alt I - Contract Terms and Conditions-Commercial Items (Oct 2018) - Alternate I (Jan 2017)**

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(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

- (3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. TBD at time of award [*Insert portion of labor rate attributable to profit.*]
- (5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--
- (A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
- (B) Terminate this contract for cause.
- (ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--
- (i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
- (ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.
- (b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--
- (i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
- (ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--
- (A) Performed by the contractor;
- (B) Performed by the subcontractors; or
- (C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.
- (iii) *Materials* means--
- (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
- (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
- (C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
- (D) The following subcontracts for services which are specifically excluded from the hourly rate:  
N/A [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and
- (E) Indirect costs specifically provided for in this clause.
- (iv) *Subcontract* means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs*. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: Each order must list separately the elements of other direct charge(s) for that order [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: Each order must list separately the fixed amount for the indirect costs and payment schedule [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material cost; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

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

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

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

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

(D) Contractor point of contact.

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

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

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

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

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

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

- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
  - (3) The clause at 52.212-5.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.
- (t)[Reserved].
- (u) *Unauthorized Obligations.*
- (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
    - (i) Any such clause is unenforceable against the Government.
    - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
    - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
  - (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jul 2021)**

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

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

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

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

*[Contracting Officer check as appropriate.]*

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

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

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

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

\_\_\_ (10) [Reserved].

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-3.



- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (Mar 2020) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-6.
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Jun 2020) of 52.219-9.
- (v) Alternate IV (Jun 2020) of 52.219-9.
- (18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (Mar 2020) of 52.219-13.
- (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2020) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (Mar 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.

- X (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-35.
- \_\_\_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-36.
- \_\_\_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- \_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (35)(i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c) (3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_\_ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- \_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- \_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- X (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- X (48) 52.225-1, Buy American--Supplies (Jan 2021) (41 U.S.C. chapter 83).
- \_\_\_ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (Jan 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (Jan 2021) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2021) of 52.225-3.

\_\_\_ (iv) Alternate III (Jan 2021) of 52.225-3.

\_\_\_ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

\_\_\_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-- Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

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**52.217-8 - Option to Extend Services (Nov 1999)**

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The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

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**52.217-9 - Option to Extend the Term of the Contract (Mar 2000)**

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- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (months)(years).

(End of clause)

**Section J - List of Attachments**

Identifier	Title	Date	Number of Pages
1	Applications Tracker	08/17/2021	
2	Platform Technology Tracker	08/12/2021	
3	Labor Categories/Position Descriptions	08/12/2021	
4	ECA DIN Infrastructure Diagram	08/12/2021	
5	Past Performance Questionnaire	08/12/2021	
6	Employee Tenure and Retention Table	08/12/2021	
7	EX-IT Pricing Template	08/12/2021	
8	Instructions to Offerors and Advisory Down-Select Process	08/12/2021	
9	Evaluation Procedures/Evaluation Factors for Award	08/12/2021	
10	Bidders DD254 - 19-AQMM-21-R-0302	08/16/2021	

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

Provision	Title	Fill-ins
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications (Jun 2020)	

**52.209-7 - Information Regarding Responsibility Matters (Oct 2018)**

(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 (FAPIIS) 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 FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

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**52.209-12 - Certification Regarding Tax Matters (Oct 2020)**

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

(1) Has \_\_\_ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not \_\_\_ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not \_\_\_, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

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**52.229-11 - Tax on Certain Foreign Procurements--Notice and Representation (Jun 2020)**

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means--

- (1) A citizen or resident of the United States;
  - (2) A domestic partnership;
  - (3) A domestic corporation;
  - (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
  - (5) Any trust if--
    - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
    - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
  - (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
  - (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.
  - (d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that--
    - (1) It  is  is not a foreign person; and
    - (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14  a full exemption, or  partial or no exemption [*Offeror shall select one*] from the excise tax.
  - (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then--
    - (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
    - (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.
  - (f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.
  - (g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.
- (End of provision)

### **52.212-3 - Offeror Representations and Certifications-Commercial Items (Feb 2021)**

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

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

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

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

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



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

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

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern--

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

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

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

"Small business concern"--

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

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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



- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

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

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_.

(5) *Common parent.*

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code:

\_\_\_\_\_.

Immediate owner legal name:

\_\_\_\_\_.

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

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

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

Highest-level owner CAGE code:

\_\_\_\_\_.

Highest-level owner legal name:

\_\_\_\_\_.

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code:  
\_\_\_\_\_ (or mark "Unknown")

Predecessor legal name:  
\_\_\_\_\_  
(Do not use a "doing business as" name)

(s) [Reserved].

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

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

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) \_\_ does, \_\_ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

(i) It \_\_ does, \_\_ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it \_\_\_ does, \_\_\_ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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**52.204-26 - Covered Telecommunications Equipment or Services-Representation (Oct 2020)**

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(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) *Representations.*

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

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ? does, ? does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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

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(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)

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**52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

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The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and

Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

(d) *Representations.* The Offeror represents that--

(1) It ? will, ? will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It ? does, ? does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

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

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

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

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

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

**52.252-1 - Solicitation Provisions Incorporated by Reference (Feb 1998)**

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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far>

<https://www.acquisition.gov/dosar>

*[Insert one or more Internet addresses]*

(End of provision)

Provision	Title	Fill-ins
52.204-7	System for Award Management (Oct 2018)	
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)	

**652.239-70 - INFORMATION TECHNOLOGY SECURITY PLAN AND ACCREDITATION (SEP 2007)**

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All offers/bids submitted in response to this solicitation must address the approach for completing the security plan and certification and accreditation requirements as required by the clause at 652.239-71, Security Requirements for Unclassified Information Technology Resources.

(end of provision)

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

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(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, Sharon D. James, 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), 1200 Wilson Blvd, SA-6B  
13th Floor, Arlington, VA 22209.

(End of provision)

#### **52.233-2 - Service of Protest (Sept 2006)**

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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the cognizant Contracting Officer in the Office of Acquisition Management.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.  
(End of provision)

#### **L-001 - INSTRUCTIONS TO OFFERORS & ADVISORY DOWN-SELECT PROCESS**

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See Attachment 8 for Instructions to Offerors and the Advisory Down-Select Process.

#### **L-006 - QUESTIONS REGARDING SOLICITATION**

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(a) Prospective offerors should submit any questions regarding this solicitation in writing to the Contracting Officer and Contract Specialist. **Questions MUST be received by 3pm EDT August 24, 2021.** Questions received after that date may not be answered prior to the date established for the receipt of proposals.

Important: The subject line of the submission email should read, "**Question(s) re: RFP 19AQMM21R0302**".

**Questions must be emailed to both LordTG@state.gov and FitzgibbonME@state.gov. Failure to submit questions to both email addresses may mean the questions go unanswered.**

*(End of provision)*

#### **Section M - Evaluation Factors for Award**

Provision	Title	Fill-ins
52.217-5	Evaluation of Options (July 1990)	

#### **M-001 - EVALUATION PROCEDURES/EVALUATION FACTORS FOR AWARD**

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See Attachment 9 for Evaluation Procedures/Evaluation Factors for Award.