

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 19AQMM23R0142		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	
				5. DATE ISSUED 07/28/2023	
				6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY OFC OF PROCUREMENT EXECUTIVE (A/OPE) 1701 NORTH FORT MYER DR ATTN: RM 500, US DEPT OF STATE ARLINGTON, VA 22209				8. ADDRESS OFFER TO (If other than Item 7)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and ____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in ____ until ____ 12:00 MT ____ local time ____ 10/10/2023 ____

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION E-MAIL:		A. NAME Bradley W Ward	B. TELEPHONE (NO COLLECT CALLS) 202-374-4491	C. E-MAIL ADDRESS WardBW@state.gov
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11. TABLE OF CONTENTS (See Table of Contents on page 2)

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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
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X	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS(%) 0.00 %	20 CALENDAR DAYS(%) 0.00 %	30 CALENDAR DAYS(%) 0.00 %	0 CALENDAR DAYS(%) 0.00 %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CONTACT:	UEI:	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (if other than Item 7) Regional Support Branch OPE/AQM/WW/RSB Office of Acquisition (AQM) 1200 Wilson Blvd (SA-06B) Arlington, VA 22209		25. PAYMENT WILL BE MADE BY IPP Invoices to be uploaded to Invoice Processing Platform at http://www.ipp.gov CHARLESTON, SC 29415	
26. NAME OF CONTRACTING OFFICER (Type or print) Kelly M. Wagner		27. UNITED STATES OF AMERICA <i>Kelly M. Wagner</i> Signature of Contracting Officer	28. DATE 07/28/2023

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Line Item Summary	Solicitation Number: 19AQMM23R0142	Contract Number:	Title: GLOBALCAP IDIQs (RFP)		Date of Solicitation: 07/28/2023
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
001	<p>For Full IDIQ CLIN Structure See J-Attachment 6.</p> <p>10-Year Ordering Period (See Below for details).</p> <p>For Full Sections B through M (See Below).</p> <p>J-Attachment 2 will be inserted at the time of award and will contain NTE Fully-Loaded Hourly Rates.</p> <p>J-Attachment 4 will be inserted at time of award and will contain NTE Equipment Unit Prices.</p> <p>J-Attachment 5 will be inserted at time of award and will contain Provisional Billing and Ceiling Indirect Cost Rates.</p> <p>The contract type(s) for an individual task order will be one or a combination identified in FAR part 16 (Types of Contracts), depending on one or more of the factors identified in FAR 16.104</p> <p>Type of Contract Pricing: FFP</p> <p>Doc Ref No:</p> <p>Delivery Date</p>	0.00	EA	\$0.00	\$0.00
	FOB:				

Line Item: 001

Invoice Addresses Applicable Deliveries

Line Item: 001

Property Addresses Applicable Deliveries

See Below -- - See Below for Full RFP, Section B through Section M.

See Below for Full RFP (Section B through Section M). The RFP ends on page number 216.



U.S. Department of State

Bureau of African Affairs
And
Bureau of Political-Military Affairs

GLOBALCAP

Solicitation
19AQMM23R0142

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PART I: THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM

Standard Form (SF)-33 for 19AQMM23R0142 is included.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Overview

The United States Department of State's (DOS') Bureau of African Affairs, Office of Regional Peace, and Security (AF/RPS) and Bureau of Political-Military Affairs, Office of Global Programs and Initiatives (PM/GPI) and Office of Security Assistance (PM/SA) supports U.S. foreign policy goals throughout the world through a variety of programs and policies designed to bolster peace, security and regional stability. GLOBALCAP is the given name of this new multiple award Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract. GLOBALCAP succeeds the AFRICAP III IDIQ contract.

As described in Section C, GLOBALCAP will capture future work across DOS with the goal of reducing duplication and increasing administrative efficiencies. In general, the Contractor shall provide professional services (e.g., training, mentoring, and monitoring services), logistics support services, equipment procurement and construction services to organizations and countries outside the continental United States (OCONUS).

This multiple-award IDIQ contract contains two competition pools:

- Full and Open (F&O) Competition Pool and
- Service-Disabled Veteran-Owned Small Business (SDVOSB) / Women-Owned Small Business (WOSB) Competition Pool.

B.2 Type of Contract

- a. This is a multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contract, as defined in Federal Acquisition Regulation (FAR) 16.504 (Indefinite-Quantity Contracts).
- b. This contract is for other than commercial products and other than commercial services. Specific tasks or work to be performed will be identified at the task order level.

Note: Because the Government anticipates that the majority of performance under the contract will be for services, "task order" is used predominantly throughout the contract. However, the Government reserves the right to issue delivery orders. Where a contract term or condition references "task order," such term or condition shall apply, also, to "delivery order."

- c. The contract type(s) for an individual task order will be one or a combination identified in FAR part 16 (Types of Contracts), depending on one or more of the factors identified in FAR 16.104 (Factors in Selecting Contract Types).
- d. If a task order will be performance-based, as described in FAR subpart 37.6 (Performance-based Acquisition), its requirements will be conveyed and administered at the task order

level.

- e. This multiple-award contract is a partial set-aside for Service-Disabled Veteran-Owned Small Business (SDVOSB) / Women-Owned Small Business (WOSB) concerns. Unless a waiver is granted by the Contracting Officer, all contemplated task orders valued under \$3 million will be 100% set aside for SDVOSB / WOSB concerns. A waiver to the set-aside requirement at the task order level may be issued, for example, in time-sensitive situations, or situations resulting in an imminent threat to DOS or contractor personnel or property.
- f. Contemplated task orders valued above \$3 million will be reviewed by the Contracting Officer and OSDDBU via the DS-1910 process to determine if the requirement can be competed among the contractors in the SDVOSB / WOSB competition pool, or if it will be competed among the contractors in the full-and-open competition pool. A waiver to the set-aside requirement at the task order level may be issued, for example, in time-sensitive situations, or situations resulting in an imminent threat to DOS or contractor personnel or property.
- g. This is a nonpersonal services contract, as defined in FAR 37.101 (Definitions). Inherently governmental functions, as described in FAR 7.503 (Policy) or by the ordering agency, are prohibited under this contract. The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. The Contractor shall manage its employees and guard against any actions that are of the nature of personal services or give the perception of personal services. The Contractor shall notify the Contracting Officer immediately if it perceives any actions that constitute personal services. This contract shall not be used to perform any inherently governmental functions.

B.3 Minimum and Maximum Contract Quantities

- a. The Government shall meet the contract minimum of \$25,000 (inclusive of all direct costs, indirect costs, and profit/fee) through the issuance of task order(s) within the contract's period of performance (aka ordering period). The minimum quantity applies to each contract.
- b. The maximum quantity for the contract's period of performance, including any extension(s), shall be any quantity or combination of supplies and services not exceeding \$5,000,000,000 (\$5B) (inclusive of all direct costs, indirect costs, and profit/fee). The maximum quantity is cumulative among all GLOBALCAP contracts.

B.4 Not-To-Exceed (NTE) Fully Loaded Hourly Labor Rates

- a. This section applies to labor-hour arrangements (i.e., task orders or line items in a task order), the time portion of time-and-materials arrangements, and when negotiating the fixed price under fixed-price arrangements.
- b. The negotiated NTE fully-loaded hourly labor rates are located in Section J's Attachment J-2 (Not-to-Exceed Fully-Loaded Hourly Labor Rates).
- c. The labor category description for each labor category identified in Section J's Attachment J-2 is located in Section J's Attachment J-1 (Labor Category Descriptions).
- d. The negotiated NTE fully-loaded hourly labor rates are in United States currency.

- e. The negotiated NTE fully-loaded hourly labor rates apply regardless of whether the individual performing the labor works (either as an employee or consultant) for the prime contractor or a subcontractor.
- f. The negotiated NTE fully-loaded hourly labor rates apply only to individuals who have legal status to work in the United States of America (e.g., United States citizens, United States resident aliens, and individuals with permits showing authorization to work in the United States).
- g. Fully-loaded hourly labor rates for host-country/local nationals and third-country nationals, if applicable, will be negotiated at the task order level.
- h. Each negotiated NTE fully-loaded hourly labor rate consists of an unloaded hourly labor rate, any labor-related direct costs (e.g., direct fringe benefits, direct bonuses), applicable indirect costs, and profit amount. It does not include any other costs.

Any other costs that are part of the Contractor's established compensation plan and consistent with FAR part 31 (Contract Cost Principles and Procedures) shall be allocated as an ODC (other direct cost) at the task order level. Examples of such costs, if applicable, are post hardship differential pay and danger pay.

- i. Any costs included in the negotiated NTE fully-loaded hourly labor rates shall not be charged elsewhere under this contract.
- j. At the task order level, the Government will specify and/or allow the Contractor to propose the labor categories required for a given task order's performance. Contract-specified categories shall be used when applicable.
- k. At the task 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.
- l. The fully-loaded hourly labor rates awarded as part of an individual task order will apply only to that task order.
- m. The fully-loaded hourly labor rates awarded as part of an individual task order will also apply to each equitable adjustment resulting from any change to the task order requirement.
- n. The following describes the normal workweek for Contractor and subcontractor employees:
 - 1. A normal workweek falls within a consecutive seven-day period.
 - 2. The negotiated NTE fully-loaded hourly labor rates apply to a normal workweek of 40 or 48 hours, respectively.
 - 3. A normal workweek of 40 hours is based on performance of eight hours per day

multiplied by five days per week.

4. A normal workweek of 48 hours is based on performance of eight hours per day multiplied by six days per week.
 5. A normal workweek of 40 hours applies to performance in the continental United States (CONUS). "CONUS" means the 48 contiguous states, Alaska, Hawaii, and the District of Columbia.
 6. A normal workweek of 48 hours applies to performance outside the continental United States (OCONUS).
 7. If the normal workweek for an individual task order differs from a 40-hour or 48-hour normal workweek, both parties will negotiate labor rates based on the normal workweek for the individual task order. Such negotiated rates will apply only to that task order, unless additionally negotiated into the contract.
 8. The Task Order Request (TOR) will provide the expectations for the normal workweek. The CONUS normal workweek is 40 hours. Even though the OCONUS negotiated NTE fully-loaded hourly labor rates apply to a normal workweek of 48 hours, the OCONUS normal workweek may be 40 hours or 48 hours, and will be specifically identified in the TOR for contractors to propose accordingly.
- o. The negotiated NTE fully-loaded hourly labor rates apply only to the labor categories specified in Section J's Attachment J-2 (NTE Fully-Loaded Hourly Labor Rates). Any additional labor categories will be specified and their associated labor rates will be negotiated at the task order level. Additional labor categories and associated labor rates awarded for an individual task order will apply only to that task order, unless additionally negotiated into the contract.
 - p. For labor-hour arrangements and the time portion of time-and-materials arrangements, if a Program Manager, who normally works in the continental United States under a 40-hour normal workweek, is temporarily on task order assignment (i.e., TDY) outside the continental United States where the normal workweek is 48 hours, the Government will pay a maximum of 48 actual incurred hours per week for the Program Manager's OCONUS performance as long as the Contractor compensates the employee for all actual incurred hours. Payment of the OCONUS performance shall be made at the NTE fully-loaded hourly labor rate or a discount of the NTE fully-loaded hourly labor rate negotiated in this section for a 48-hour normal workweek; the specific rate shall be negotiated at the task order level. This paragraph's methodology shall also apply to any future labor category for which labor rates are negotiated for multiple workweeks. TDY is defined as less than a year.
 - q. For labor-hour arrangements and the time portion of time-and-materials arrangements, the Government will pay the negotiated fixed fully-loaded hourly labor rate minus *(to be inserted at IDIQ award)* attributable to profit for those hours the Contractor incurs when replacing or correcting services or materials [reference FAR 52.246-6(f) (Inspection – Time-and-Material and Labor-Hour)].

B.5 Provisional Billing Indirect Cost Rates

- a. This section applies to arrangements (i.e., task orders or line items in a task order) when payment is made based on actual costs incurred (e.g., type in cost-reimbursement category, materials portion of time-and-materials type, fixed-price incentive types, and any progress payments based on costs under the firm-fixed-price type).
- b. The negotiated provisional billing indirect cost rates are located in Section J's Attachment J-5 (Provisional Billing and Ceiling Indirect Cost Rates).
- c. The Contractor may recover allowable indirect costs if such costs are consistent with the FAR [e.g., FAR 31.109(h)(13), FAR 31.110(b), and FAR subparts 31.2 and 42.7], and the Contractor's established or disclosed cost accounting practices.
- d. Only the Contractor's indirect cost rates are identified above.
- e. The Contractor shall be reimbursed:
 - 1. only the indirect cost rate descriptions identified in Attachment J-5 unless prior written approval was obtained by the Contractor's cognizant Federal agency official (CFAO); and
 - 2. at the negotiated provisional billing indirect cost rates until revised billing indirect cost rates or final indirect cost rates have been established by the Contractor's CFAO.
- f. After any additional (other than just a name change) indirect cost rate description has been approved in writing by the Contractor's CFAO, establishment of provisional billing indirect cost rates and ceiling indirect cost rates associated with such description will occur after the CFAO has issued his prior written approval of such description. In such a case, the provisional billing indirect cost rates shall match the respective rates established by the CFAO [e.g., in a provisional billing rate (PBR) letter, forward pricing rate agreement (FPRA), or forward pricing rate recommendation (FPRR) (normally in the form of a letter or memorandum) – see Section B.5(j)], and the ceiling indirect cost rates shall not exceed 10% of the respective provisional billing indirect cost rates (e.g. provisional rate of 5.0%, ceiling rate shall not exceed 5.5%).
- g. If any revised billing indirect cost rate or final indirect cost rate established by the Contractor's CFAO exceeds this contract's respective ceiling indirect cost rate (see Section B.6), the Contractor shall be reimbursed at the contract's ceiling indirect cost rate.
- h. The Contractor shall make no change to its established method of classifying or allocating indirect costs without the prior written approval of the Contractor's CFAO.
- i. The Contractor's fiscal year period is the period used by the Contractor for cost accounting purposes.
- j. Examples of documentation showing the CFAO's establishment of provisional billing or revised billing indirect cost rates, as it relates to Sections B.5(e), (f), (g), and (k), are PBR letters, FPRAs, and

FPRRs. The Contracting Officer may modify unilaterally, as frequently as such documents are issued, Attachment J-5 to incorporate the PBR, FPRA, or FPRR rates, for all fiscal years identified in the applicable document. If the contract expiration date, plus the six-month option to extend period, is later than the last fiscal year in the applicable document, the rates in the last fiscal year in the applicable document will be extended, in Attachment J-5, through the six-month option to extend period. Where the date of at least two documents matches, the order of precedence shall be: 1) PBR letter for its effective period only, 2) FPRA for all periods subsequent to the PBR letter's effective period, and 3) FPRR for all periods subsequent to the PBR letter's effective period. The provisional billing rates in Attachment J-5 will not exceed the ceiling rates in Attachment J-5.

- k. If the Contractor's CFAO has established, in writing, provisional billing indirect cost rates for any additional indirect cost rate descriptions, or revised billing indirect cost rates for any existing indirect cost rate descriptions, such rates will apply, subject to the ceiling indirect cost rates in Attachment J-5, even if the contract has not yet been modified to include these rates.
- l. Modification proposals (e.g., requests for equitable adjustment) shall be priced with the rates in the documents according to the following order of precedence: 1) FPRA for its effective period, 2) FPRR for its effective period, and 3) PBR letter for its effective period. However, if the modification expiration date, plus any six-month option to extend period, is later than the last fiscal year in the applicable document, the rates in the last fiscal year in the applicable document shall be proposed through the modification expiration date, plus any six-month option to extend period. The proposed provisional billing rates shall not exceed the ceiling rates in Attachment J-5.

B.6 Ceiling Indirect Cost Rates

- a. This section applies to arrangements (i.e., task orders or line items in a task order) when payment is made based on actual costs incurred (e.g., type in cost-reimbursement category, materials portion of time-and-materials type, fixed-price incentive types, and any progress payments based on costs under the firm-fixed-price type).
- b. The negotiated ceiling indirect cost rates are located in Section J's Attachment J-5 (Provisional Billing and Ceiling Indirect Cost Rates).
- c. The negotiated ceiling indirect cost rates will be compared to the respective established final indirect cost rates, and the Government shall pay the lesser of the negotiated ceiling indirect cost rates and the respective established final indirect cost rates. See Section B.5(g) for the other usage of the negotiated ceiling indirect cost rates.
- d. If the Government uses the quick-closeout procedure provided in FAR 52.216-7 (Allowable Cost and Payment), the Government will not pay indirect cost rates that exceed the respective negotiated ceiling indirect cost rates.

B.7 Travel Costs

- a. Travel under this contract is defined as Contractor air and ground transportation, lodging, meals and incidental expenses, and passport/visa costs. Travel will apply at the task order

level, and the Government will pay for travel only when the Government requires it.

- b. Except as otherwise provided herein, the Contractor shall be paid its allowable travel costs in accordance with FAR 31.205-46 (Travel Costs).
- c. Travel costs are authorized for travel beyond a 50-miles' radius of the Contractor employee's local place of performance (official duty station) whenever work is required to be accomplished at a remote work site.
- d. Local travel shall be processed as follows:
 1. If the Government requires a Contractor employee to work an entire normal work day at a site other than the employee's local place of performance (official duty station) and the radius between the two locations is within 50 miles, travel costs are generally allowable, but only for any difference in costs between the employee's normal daily commuting expense and commuting expense resulting from the most economical means of transportation available to the employee after considering: any physical or medical needs of the employee; and mission requirements.

Payment for time associated with such travel is unallowable.

2. If the Government requires a Contractor employee to work part of a normal work day at a site other than the Contractor employee's local place of performance (official duty station) and the radius between the two locations is within 50 miles, all travel costs are generally allowable, but only for those costs resulting from the most economical means of transportation available to the employee after considering: any physical or medical needs of the employee; and mission requirements.

For this section, "part of a normal workday" is one in which the employee arrives at the start of his/her normal workday to his local place of performance (official duty station) and departs at the end of his normal work day from his local place of performance (official duty station). An example is an employee having to attend a meeting at a Department of State site in the middle of the workday.

Payment for time associated with such travel is generally allowable if such time is counted as part of the employee's normal workday. For this section, "part of a normal workday" is only one of the following:

- one in which the employee arrives at the start of his normal workday to his local place of performance (official duty station); or
- one in which the employee departs at the end of his normal workday from his local place of performance (official duty station).

An example is an employee having to attend an all-morning local meeting and returning afterwards to his local place of performance (official duty station).

Payment for time associated with going from the employee's local place of

performance (official duty station) to a site other than the employee's local place of performance (official duty station) is generally allowable if such time is counted as part of the employee's normal workday.

Payment for time associated with returning from a site other than the employee's local place of performance (official duty station) to the employee's local place of performance (official duty station) is generally allowable if such time is counted as part of the employee's normal workday.

- e. No travel costs (or associated labor time during travel) shall be allowable for regular commuting or telecommuting beyond (or within) a 50-miles' radius of the Contractor's local place of performance (official duty station).
- f. Costs when using a privately owned vehicle (POV) for official travel are allowable provided that such costs do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train). Reasonable associated costs, such as tolls and parking fees, are also generally allowable.
- g. When traveling in a POV for official travel, the Contractor shall be paid mileage costs at a rate that does not exceed the POV mileage rate established by the U.S. General Services Administration (GSA) (currently at <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>).
- h. 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.

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

- i. The Government will pay the Contractor, under the applicable labor category CLIN(s), for each Contractor employee's travel time to or from authorized work locations as long as the following are met:
 - 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.
 6. The Government will not pay for a Contractor employee more than the number of hours in the employee's normal workweek. "Number of hours" includes productive time hours, travel time hours, and paid time off hours (e.g., sick, vacation, holiday).
 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.
- j. Neither the Department of State nor the U.S. Embassy will provide travel accommodations for contracted personnel operating in country. The Contractor shall procure all travel-related items necessary to support the Contractor's personnel in country, including, but not limited to, accommodations, hotels, passports, visas, and food, to accomplish all travel-related requirements set forth in the task order requests.
- k. 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 reimburse the Contractor for travel expenses when travel is cancelled or modified as a result of the Contractor's failure to obtain a visa, and where the Government has determined that such failure is due to the action or inaction of the Contractor.
 5. The Government will not reimburse the Contractor for the use of private visa procurement services provided by a third party unless prior written approval was obtained by the Contracting Officer. When requesting written approval, the

Contractor shall submit a cost-benefit analysis to the Contracting Officer.

- l. The Government is not responsible for the Contractor's travel errors, and the Government shall not pay to cover the costs of the errors. For example, if a Contractor requests the wrong Visa, and then must leave the country to correct the Visa, the costs associated with this revision are unallowable.
- 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 beyond the control of the Contractor.
- n. Pursuant to FAR 47.402 (Policy), 47.403 (Guidelines for Implementation of the Fly America Act), and the Fly America Act, the Contractor shall use a U.S.-flag air carrier service unless an exception exists. If such conditions exist under a fixed-price arrangement (i.e., task order or line item in a task order), the Contractor shall submit with its task order proposal 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., cost-reimbursement arrangements, 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.

- o. The Contractor shall arrange for its employees' travel to and from all sites specified in each task order.
- p. The Contractor shall arrange for housing, food, transport, office supplies, communications (any type), and all other basic requirements for its employees.
- q. The Government will pay the Contractor, under the applicable ODC-Travel CLIN(s), 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 more than eight (8) hours per day per Contractor employee for travel time. See 29 CFR 785.39 Travel away from home community.
 - 4. The Government will pay for a Contractor employee's travel time that is outside the employee's regular working hours, as long as it the travel and duty day do not extend beyond 8 hours.

5. The Government will not pay a Contractor employee for 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), without COR/CO approval.
6. Exceptions shall be authorized in advance, and in writing by the Contracting Officer.

B.8 Post Hardship Differential Pay and Danger Pay

Post Hardship Differential Pay and Danger Pay, which are forms of incentive compensation, will be generally allowable and allocated separately (i.e., via its own line item) as an ODC (other direct cost) at the task order level. However, Government payment of such costs is contingent on the Contractor meeting all of the following requirements:

1. Paying Post Hardship Differential Pay and Danger Pay is part of the Contractor's established incentive compensation plan or policy, or employer/employee agreement entered into in good faith before the services are rendered, pursuant to FAR 31.205-6(f)(1)(i) (Bonuses and Incentive Compensation).
2. When paying Post Hardship Differential Pay and Danger Pay is part of the Contractor's established incentive compensation plan or policy, such plan or policy is followed consistently as to imply, in effect, an agreement to make such payment pursuant to FAR 31.205-6(f)(1)(i) (Bonuses and Incentive Compensation).
3. The Contractor's basis for paying Post Hardship Differential Pay and Danger Pay is supported, pursuant to FAR 31.205-6(f)(1)(ii) (Bonuses and Incentive Compensation).
4. Payment of such costs is otherwise consistent with FAR subpart 31.2 (Contracts with Commercial Organizations).
5. Payment will be made only for areas identified as Post Hardship Differential Pay areas and/or Danger Pay areas in Section 920 of the Department of State Standardized Regulations (DSSR).
6. Payment will be made only for eligible employees. Eligible employees are employees:
 1. Whose country of citizenship is not in the task order place of performance; and
 2. Whose primary residence is in an area not identified in Section 920 of the DSSR, or an area identified in Section 920 of the DSSR with an applicable DSSR percentage that is less than the respective applicable DSSR percentage for the task order place of performance.
7. Payment for a given workweek for an eligible employee will not exceed the dollar

amount resulting from multiplying the applicable DSSR percentage by the employee's basic compensation for the given workweek.

8. The applicable DSSR percentage will be the DSSR percentage effective at the time of task order proposal(s) (or upon task order award if feasible) under fixed-price arrangements (i.e., task orders or line items in a task order).
9. The applicable DSSR percentage will be the DSSR percentage effective at the time of task order performance for arrangements when payment is made based on actual costs incurred (e.g., type in cost-reimbursement category, materials portion of time-and-materials type, any progress payments based on costs under firm-fixed-price type, fixed-price incentive types).
10. An eligible employee's basic compensation for a given workweek is the dollar amount attributable to the employee as a result of the employee's productive hours and paid time off (e.g., sick, vacation, holiday) hours for the given workweek. It is the employee's base salary/unloaded compensation for the given workweek. However, such compensation must:
 - a. Benefit the task order; and/or
 - b. Be an equitable amount that is necessary to support the overall operation of the business, although a direct relationship to any particular cost objective (e.g., task order) cannot be shown.
11. The number of hours included in an eligible employee's basic compensation for a given workweek cannot exceed the number of hours for the task order's normal workweek.
12. Basic compensation included in the fixed-price under fixed-price arrangements will consist of each eligible employee's negotiated base salary/unloaded compensation for the task order period of performance.
13. Basic compensation will consist of actual incurred base salary/unloaded compensation for arrangements when payment is made based on actual costs incurred (e.g., type in cost-reimbursement category, materials portion of time-and-materials type, any progress payments based on costs under firm-fixed-price type, fixed-price incentive types).
14. An eligible employee may receive Post Hardship Differential Pay and Danger Pay during paid time off only when the employee takes paid time off in the task order place of performance or in another Post Hardship Differential Pay and Danger Pay area, respectively.
15. When an eligible employee takes paid time off in another Post Hardship Differential Pay and/or Danger Pay area, payment will be based on the applicable DSSR percentage(s) for the task order place of performance.

16. Payment of Post Hardship Differential Pay for an eligible employee will not commence until the eligible employee has served 42 calendar days in the task order place of performance. Payment will commence on the first productive or non-productive day after day 42 and will not be retroactive to days previously served unless paragraph “q” immediately below applies. The 42 calendar days are not required to be consecutive, and “served” consists of productive time, paid time off, and time otherwise spent in the task order place of performance.
17. Once an eligible employee has served 42 calendar days in the task order place of performance, payment of Post Hardship Differential Pay will be retroactive to day 1 served in the task order place of performance if the task order place of performance is in an area identified in Footnote N in the Post Classification and Payment Tables in Section 920 of the DSSR. Currently, Afghanistan, Iraq, and Syria are the only such areas.
18. Payment of Post Hardship Differential Pay for an eligible employee will conclude when the eligible employee departs the task order place of performance, unless such departure is to another Post Hardship Differential Pay area during paid time off.
19. For Post Hardship Differential Pay, when an eligible employee has not yet served 42 calendar days and returns to the task order place of performance after an absence from the task order place of performance, the number of days served resumes on the day of return. For example, if an eligible employee served 30 calendar days in the task order place of performance and departed the task order place of performance for 14 days, the day of return (day 44) will be considered day 31 of days served.
20. Payment of Danger Pay for an eligible employee will commence on the day of arrival in the task order place of performance and conclude on the day of departure from the task order place of performance, unless such departure is to another Danger Pay area during paid time off.

B.9 Defense Base Act (DBA) Insurance

- a. DBA insurance is required when the Defense Base Act applies [see FAR 28.305 (Overseas Workers’ Compensation and War-Hazard Insurance)], which includes all open procurements above the micro-purchase threshold providing workers overseas.
- b. DBA Insurance costs shall be allocated separately (i.e., via its own line item) as an ODC (other direct cost) at the task order level.
- c. DBA Insurance costs are unallowable for performance in the United States.
- d. When DBA Insurance is required, its costs are generally allowable, but only for covered Contractor and subcontractor employees. The following are covered Contractor and subcontractor employees:

1. United States citizens or residents;

2. Individuals hired in the United States or its possessions, regardless of citizenship; and
3. Local nationals (LNs) and third country nationals (TCNs) unless the DBA insurance requirement for these employees has been waived by the U.S. Department of Labor. Refer to <https://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm> for a listing, by location, of applicable geographical DBA waivers and conditions.

Note 1: Department of Labor waivers do not apply to the individuals identified under “1” and “2” above.

Note 2: The Department of Labor waiver is valid only if alternative worker’s compensation benefits are provided to the waived employees pursuant to applicable local law. If there are no local worker’s compensation laws, the waiver has no effect, and LNs and TCNs (if applicable by local law) shall be included and covered under the DBA.

Note 3: Waivers issued pursuant to Section 16 of the State Department Basic Authorities Act (22 U.S.C. 2680a), as amended, apply only to “1” above, and only where the contractor provides evidence of alternative workers' compensation coverage for those employees. See DOSAR 652.228-71(c).

- e. DBA Insurance costs shall accord with the terms of the Contractor’s DBA Insurance policy, law, and regulation.
- f. The Contractor’s DBA Insurance policy shall be with a carrier approved by the United States Department of Labor to provide DBA Insurance, or the Contractor shall be a self-insured employer authorized by the United States Department of Labor to provide DBA Insurance. A list of Department of Labor approved carriers may be found at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.
- g. The Contractor shall submit, to the Contracting Officer and COR, evidence of DBA insurance at the task order level, in advance of personnel travel. If there is a Department of Labor waiver for the travel destination, the Contractor instead shall provide written notification to this effect to the Contracting Officer and COR.
- h. The clause at FAR 52.228-3 [Workers’ Compensation Insurance (Defense Base Act)] applies when the Defense Base Act applies. See FAR 28.305 (Overseas Workers Compensation and War-Hazard Insurance).
- i. The clause at DOSAR 652.228-71 [Workers’ Compensation Insurance (Defense Base Act) – Services] supplements FAR 52.228-3.
- j. The provision at DOSAR 652.228-70 (Defense Base Act – Covered Contractor Employees) shall be completed at the task order level, when applicable.
- k. The clause at FAR 52.228-4 (Workers’ Compensation and War-Hazard Insurance Overseas) applies when the Secretary of Labor waives the applicability of the Defense Base Act with respect to any contract, subcontract, work location, or classification of employees upon the

written request of the head of any department or other agency of the United States. See FAR 28.305(d) (Overseas Workers Compensation and War-Hazard Insurance).

- I. The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651. Et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

B.10 Overtime

- a. The Contractor agrees to perform this contract, so far as practicable, without using overtime, particularly as a regular employment practice, except when lower overall costs to the Government will result or when it is necessary to meet urgent program needs [reference FAR 22.103-2 (Overtime – Policy)].
- b. Overtime is defined as time worked in excess of the number of hours in a normal workweek.
- c. A normal workweek is defined as the number of hours per week the Government requires for routine performance at the task order place of performance, or the number of hours per week an employee normally works at regular/straight-time compensation at the task order place of performance.
- d. "Number of hours" includes productive time hours, travel time hours, and paid time off hours (e.g., sick, vacation, holiday).
- e. "Productive time hours" consist of hours that, other than travel time hours, directly benefit the contract.
- f. "Travel time hours" consist of hours spent by the employee traveling to or from authorized work locations. See Section B.7(i) for further information.
- g. For fixed-price arrangements (i.e., task orders or line items in a task order), the Government will not pay for overtime beyond the fixed price negotiated in the task order. The only potential exception is when the Government's fixed-price requirements change. In such a case, the Government will communicate such change unilaterally pursuant to FAR 52.243-1 (Changes – Fixed-Price) and will consider any proposed overtime costs as part of a subsequent request for equitable adjustment.
- h. The following applies to cost-reimbursement arrangements and the materials portion of time-and-materials arrangements (task orders or line items in a task order):
 1. Government payment for overtime must be authorized in advance of any Contractor employee's performance of overtime and in writing by the Contracting Officer when the Contractor requests an overtime premium cost that exceeds \$0.00. Such request shall be

- submitted in writing to the Contracting Officer and shall address each item under FAR 52.222-2(b) (Payment for Overtime Premiums).
2. Evidence showing the Contracting Officer's approval shall be sent with each invoice on which overtime containing a premium cost that exceeds \$0.00 is being billed.
 3. Advance Government authorization for any Contractor employee's performance of overtime is not required when the overtime premium cost does not exceed \$0.00.
 4. Unless advance authorization has been granted pursuant to Section B.10(h)(1), any Government payment for Contractor employee overtime will be made at the actual incurred straight-time hourly labor rate that the Contractor pays the Contractor employee and determined allowable by the Contracting Officer, pursuant to FAR 31.201-2 (Determining Allowability).
 5. Government payment for overtime must not conflict with any Contractor uncompensated overtime policy or practice. If the Contractor has such a policy or practice, the Government will not compensate the Contractor for overtime costs in accordance with such policy or practice.
- i. The following applies to labor-hour arrangements and the time portion of time-and-materials arrangements (task orders or line items in a task order):
1. Government payment for overtime will be made at fully-loaded hourly labor rates that do not exceed the fixed fully-loaded hourly labor rates negotiated in the task order.
 2. Government payment of overtime will be made only if the Contractor compensates the Contractor employee for the employee's overtime performance. Contractor payment for each overtime hour shall be, at a minimum, at the regular hourly labor rate that the employee normally receives for normal workweek performance.
 3. Advance Government authorization for any Contractor employee's performance of overtime is not required.

B.11 Not-to-Exceed (NTE) Profit Percentages

- a. In order to avoid the cost-plus-a-percentage-of-cost system of contracting [see FAR 16.102(c) (Policies)], this section applies only prior to task order performance or prior to any modification performance. Thus, the percentages negotiated herein (or discounts to such percentages) shall be applied only to proposed/estimated costs and never to actual incurred costs.
- b. This section applies when profit is an applicable element (e.g., under fixed-price, labor-hour, and time portion of time-and-materials arrangements) and when:
 1. proposing and negotiating new cost elements (e.g., new labor categories and other direct costs) in the contract or task order; and/or

2. changes (i.e., additions and/or deletions) in negotiated contract or task order pricing occur.
- c. Examples of this section's applicability are when proposing and negotiating:
1. fully-loaded hourly labor rates for labor categories not already identified in the contract or task order;
 2. fixed-price task orders;
 3. fixed-price line items in a task order; and/or
 4. equitable adjustments under fixed-price task orders or line items in a task order.
- d. The following are the negotiated NTE profit percentage(s):

Ordering Period – Year 1: *To be inserted at IDIQ award*
Ordering Period – Year 2:
Ordering Period – Year 3:
Ordering Period – Year 4:
Ordering Period – Year 5:
Ordering Period – Year 6:
Ordering Period – Year 7:
Ordering Period – Year 8:
Ordering Period – Year 9:
Ordering Period – Year 10:
Ordering Period – Six-Month Option (see FAR 52.217-8):

B.12 Not-to-Exceed (NTE) Fee Percentages

- a. In order to avoid the cost-plus-a-percentage-of-cost system of contracting [see FAR 16.102(c) (Policies)], this section applies only prior to task order performance or prior to any modification performance. Thus, the percentages negotiated herein (or discounts to such percentages) shall be applied only to proposed/estimated costs and never to actual incurred costs.
- b. This section applies when fee is an applicable element and when:
1. proposing and negotiating cost elements already identified in the contract (e.g., existing labor categories and other direct costs);
 2. proposing and negotiating new cost elements (e.g., new labor categories and other direct costs) in a task order; and/or
 3. changes (i.e., additions and/or deletions) in negotiated task order pricing occur.
- c. Examples of this section's applicability are when proposing and negotiating:

1. the award fee portion, if applicable, of firm-fixed-price task orders; the fixed fee portion of cost-plus-fixed-fee task orders; and the award fee portion of cost-plus-award-fee task orders;
2. the award fee portion, if applicable, of firm-fixed-price line items in a task order; the fixed fee portion of cost-plus-fixed-fee line items in a task order; and the award fee portion of cost-plus-award-fee line items in a task order; and/or
3. equitable adjustments to the: award fee portion, if applicable, of firm-fixed-price task orders or line items in a task order; fixed fee portion of cost-plus-fixed-fee task orders or line items in a task order; and award fee portion of cost-plus-award-fee task orders or line items in a task order.

Note 1: For cost-plus-award-fee task orders or line items in a task order, the percentages negotiated herein (or discounts to such percentages) shall apply to the proposed award fee, not the base fee.

Note 2: For cost-plus-award-fee task orders or line items in a task order, the base fee shall be \$0.00, unless otherwise stipulated in the task order solicitation or task order.

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

Ordering Period – Year 1:	<i>To be inserted at IDIQ award</i>
Ordering Period – Year 2:	
Ordering Period – Year 3:	
Ordering Period – Year 4:	
Ordering Period – Year 5:	
Ordering Period – Year 6:	
Ordering Period – Year 7:	
Ordering Period – Year 8:	
Ordering Period – Year 9:	
Ordering Period – Year 10:	
Ordering Period – Six-Month Option (see FAR 52.217-8):	

B.13 Fixed Fee

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

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

- c. Unless otherwise stipulated in the task order, the negotiated fixed fee for each performance period will be paid in monthly installments by dividing the negotiated fixed fee for the performance period by the number of months in the performance period, minus the applicable withholding of a fixed fee reserve pursuant to FAR 52.216-8(b) (Fixed Fee). However, full monthly payment is contingent upon the Contractor meeting the acceptable quality levels, measurable performance standards, or otherwise minimum task order requirements for the invoice period [reference FAR 16.306(d)(1) (Cost-Plus-Fixed-Fee Contracts)].
- d. If the Contractor has not met the acceptable quality levels, measurable performance standards, or otherwise minimum task order requirements for the invoice period, the Contractor will receive a pro-rata share of the monthly amount of the negotiated fixed fee for the month's requirements to which the Contractor has met the acceptable quality levels, measurable performance standards, or otherwise minimum task order requirements for the invoice period.
- e. Any withheld fixed fee resulting from the Contractor not meeting the acceptable quality levels, measurable performance standards, or otherwise minimum task order requirements for the invoice period will be released to the Contractor when the Contractor completes the requirement(s). Commencement of such completion is predicated on the Government requiring the Contractor to perform the services again in conformity with task order requirements. FAR 52.246-5 (Inspection of Services – Cost-Reimbursement) provides additional information.
- f. The Contracting Officer is the ultimate Government authority in determining whether the Contractor has met the acceptable quality levels, measurable performance standards, or otherwise minimum task order requirements for the invoice period. Prior to making his/her determination, the Contracting Officer will consider input from the Contracting Officer's Representative.
- g. "Total fixed fee," as defined in FAR 52.216-8(b) (Fixed Fee), means "the fixed fee for a given performance period in the task order." Therefore, and for example, if a given task order has a base period of one year and four one-year option periods, there will be five total fixed fees (one for the base year, and one, respectively, for each option year).
- h. The task order will identify each total fixed fee, and the Contractor will be responsible for subtracting the appropriate amount on each invoice. The appropriate amount is the withheld amount (15% of the total fixed fee or \$100,000, whichever is less) divided by the number of months in the given task order period of performance [reference FAR 52.216-8(b) (Fixed Fee)].

B.14 Not-to-Exceed (NTE) Unit Prices for Equipment

- a. This section applies to the fixed price under fixed-price arrangements (i.e., task orders or line items in a task order).

- b. The negotiated NTE unit prices are located in Section J's Attachment J-4 (NTE Equipment Unit Prices).
- c. The specifications for each piece of equipment identified in Section J's Attachment J-4 are located in Section J's Attachment J-3 (Equipment Specifications).
- d. The negotiated NTE unit prices are based on a quantity of one and otherwise as described in Attachment J-3.
- e. The negotiated NTE unit prices are in United States currency.
- f. Each negotiated NTE unit price consists of the equipment's direct costs, applicable indirect costs, and profit.
- g. Any costs included in the negotiated NTE unit prices shall not be charged elsewhere under this contract.
- h. At the task order level, the Contractor will be given an opportunity to propose unit prices that match or are lower than the respective negotiated NTE unit prices. The Contractor will be paid only at unit prices that are equal to or are less than the respective negotiated NTE unit prices.
- i. The negotiated (or discounted negotiated) NTE unit prices will be paid regardless of whether the direct equipment is provided by the prime contractor, subcontractor, or other entity.
- j. The unit prices awarded as part of an individual task order will also apply to any equitable adjustment to the task order.

B.15 Selected Cost/Price-Related Laws

- a. This contract is not subject to the Service Contract Labor Standards statute (41 U.S.C. Chapter 67), because the principal purpose of the contract is not to furnish services in the United States through the use of service employees.
- b. The Truthful Cost or Pricing Data statute (41 U.S.C. Chapter 35) did not apply for award of this contract. The Government did not require and rely upon certified cost or pricing data, as described in FAR subpart 15.4 (Contract Pricing), for award of the contract because adequate price competition had been obtained. Instead, where applicable, the Government required and relied upon data other than certified cost or pricing data.

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

Pursuant to FAR 15.403-4(a)(1) [Requiring Certified Cost or Pricing Data (10 U.S.C. chapter 271 and 41 U.S.C. chapter 35)], the “threshold specified in the contract” for requiring the Contractor to provide certified cost or pricing data, when applicable, during contract performance is the threshold identified in the FAR edition, or any approved Department of State deviation, effective at the time of the Government requiring the Contractor to provide certified cost or pricing data.

- c. *If contract is awarded to other than a small business:* This contract is subject to full coverage under the Cost Accounting Standards (41 U.S.C. chapter 15).

B.16 Advance Understanding

- a. At the task order level, when payment is made based on actual hours or costs incurred (e.g., type in cost-reimbursement category, materials portion of time-and-materials type, any progress payments based on costs under firm-fixed-price type, fixed-price incentive types), the Government will not reimburse costs for cost elements for which there were no estimated costs. Exceptions must be issued in writing by the Contracting Officer.
- b. The negotiated prices for each task order shall include all costs associated with local laws. If a change in a local law(s) or new local law(s) occurs after task order award, the Government will consider a request for equitable adjustment.

Any adjustment will be limited to reflect the Contractor’s actual increase or decrease in applicable wages and other costs to the extent that the increase is made to comply with the changed or new local law(s), or the decrease is voluntarily made by the Contractor while complying with the changed or new local law(s), respectively.

For example, the prior year local law required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10 per hour. The changed local law increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour (\$4.50 minus \$4.10).

- c. While compensation costs and compensation-related taxes that are a liability of the Contractor are generally allowable, income taxes on compensation costs are unallowable when such taxes are a liability of the employee and not the Contractor. When a host country’s law(s) requires the Contractor to pay applicable host entities any income taxes that are the liability of the employee, the Contractor’s costs to administer such payment are generally allowable.
- d. Where indirect cost rates are negotiated in the contract, such information will be used in each resulting task order according to the Contractor’s fiscal year period.
- e. Where labor rates are negotiated in the contract, such information will be used accordingly in each resulting task order according to the contract’s period of performance.

For example, if Contract Year 1 is December 12, 2023, through December 11, 2024, and Task Order Year 1 is July 2, 2024 through July 1, 2025, Contract Year 1’s pricing information will be used in the task order from July 2, 2024 through December 11, 2024, and Contract Year 2’s pricing information

will be used for the remainder of Task Order Year 1 (from December 12, 2024 through July 1, 2025).

Consistent with the foregoing, the Contractor, for a given task order period, may apply either the:

1. NTE or a discounted NTE fully-loaded hourly labor rate from the first contract period that covers the applicable task order period, and the second NTE or a discounted NTE fully-loaded hourly labor rate from the next contract period that covers the remaining applicable task order period; or
 2. NTE or a discounted NTE fully-loaded hourly labor rate from either contract period, but such rate shall not exceed both respective contract period's NTE fully-loaded hourly labor rates.
- f. Where profit percentages and fee percentages are negotiated in the contract, such information will be used accordingly in each resulting task order according to the contract's period of performance.
- g. If any task order period of performance exceeds the expiration date of the contract, the Government will pay the prices negotiated in the task order for such period. However, the Government will pay, during such period, any prices that have been adjusted in accordance with any applicable terms contained in this contract.
- h. Direct costs are costs that are specifically identified with a particular final cost objective (e.g., contract). Direct costs under this contract shall be charged directly under this contract (at the task order level). Examples are costs associated with travel, danger pay, post hardship differential pay, DBA insurance, and foreign taxes.
- i. All costs specifically identified with other final cost objectives (e.g., contracts) of the Contractor are direct costs of those cost objectives, and shall not be charged under this contract directly or indirectly.
- j. After direct costs have been determined and charged directly under this contract or other work, indirect costs are those remaining to be allocated to intermediate or two or more final cost objectives (e.g., contracts). This contract shall not have any cost allocated to it as an indirect cost if other costs incurred for the same purpose, in like circumstances, have been included as a direct cost of this contract or any other final cost objective.
- k. This contract shall not have any cost allocated to it as a direct cost if other costs incurred for the same purpose in like circumstances have been included in any indirect cost pool that would be allocated to this contract or any other final cost objective.
- l. Any direct costs associated with task order proposal preparation are unallowable.
- m. Any direct costs incurred prior to or after the task order effective period are unallowable.

- n. The Contracting Officer's determination of the allowability of training costs shall be governed by the applicable sections in the FAR [e.g., FAR 31.205-44 (Training and Education Costs) and FAR 31.205.43 (Trade, Business, Technical and Professional Activity Costs)]. The Contractor shall provide fully-trained employees capable of successfully performing all tasks assigned to them under each task order. The Contractor shall obtain advanced written approval from the Contracting Officer for any training that will be directly charged to any task order issued under this contract.
- o. The Contractor shall be responsible, at its own expense, for loss and/or damage to Government property or Government personnel resulting from Contractor fault or negligence, or from the fault or negligence of any Contractor personnel.
- p. Costs arising from damage to Government property, including repairs of damage to Government-owned or leased vehicles (GOV), arising from Contractor neglect, accident, or abuse while using the GOV, shall be the responsibility of the Contractor. Such costs are unallowable.
- q. The Contractor personnel under this contract are not considered "federal employees" for purposes of the Federal Tort Claims Act (28 U.S.C. chapter 171 and 28 U.S.C. 1346). All third-party tort claims relating to contractor use of Government-owned or leased vehicles (GOV) shall be the sole responsibility of the Contractor, and the DOS will pass such claims to the contractor for disposition. Costs in such claims are unallowable.
- r. The Government shall have no responsibility or liability for payment of any wages or benefits to Contractor's employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits, which may subsequently arise. The rates in Section J's Attachment J-2 (NTE Fully-Loaded Hourly Labor Rates) shall include all such required costs.
- s. The Contractor will not pay or be reimbursed for Value-Added Tax (VAT) on assistance provided to the recipient nation. The Contractor will NOT be provided any assistance from the U.S. Embassy other than support when coordinating with local government and military officials or securing necessary VAT and customs tax exemptions. See Section H.16 (Taxes and Customs Fees) for additional information.
- t. For FFP task orders without progress payments, the task order price is fixed, and it will not be affected by changes in the Contractor's indirect cost rates. Therefore, under such task orders, there will be no future adjustments to indirect costs. As a result, the responsibility for monitoring indirect cost rates and indirect costs during task order performance rests with the Contractor.
- u. For FFP task orders with progress payments based on costs, the task order price is fixed but the amount of individual progress payments will depend, in part, on the indirect cost rates used for progress payment billing (see Section B.5). The Government may consider progress payments at the task order level; there is no guarantee of progress payments being allowed.

B.17 CLIN Structure

Please see Section J's Attachment J-6 (CLIN Structure).

(End of Section B)

SECTION C - STATEMENT OF WORK

C.1 Background

The Department of State's Bureau of African Affairs, Office of Regional Peace and Security (AF/RPS) and Bureau of Political-Military Affairs, Office of Global Programs and Initiatives (PM/GPI) and Office of Security Assistance (PM/SA) support U.S. foreign policy goals throughout the world through a variety of programs and policies designed to bolster peace, security, and regional stability. Tasks ordered under this contract support foreign assistance projects funded principally by Peacekeeping Operation (PKO) and Economic Support Funds (ESF) foreign assistance funds in support of partner nations' ability to improve their security institutions and associated operational capabilities. Under the Foreign Assistance Act, the Contractor shall not pay any taxes, import, or customs fees to the government of the host nation or aid receiving nation(s). Funds other than PKO and ESF funding may be used under this contract.

C.2 Requirements

The Contractor shall provide training, equipment, logistics, and architectural and engineering design and construction services required to support countries around the world with a focus to sub-Saharan Africa and regional organizations with the ability to scale globally. The Contractor shall design, develop, and implement training evaluations that measure course effectiveness, provide logistical support services including but not limited to the procurement of equipment, materials, transportation, warehouse services, inventory management services and supply chain management to support new and ongoing training and deployments, operations, and maintenance (O&M), sustainment, and medical support services.

The Contractor shall have the capability to perform construction activities to include constructing temporary and permanent facilities, conducting site assessments, designs, civil works, and property management services. The organizations selected for award will need to have extensive experience working overseas and with implementing projects that use foreign assistance funding.

The Contractor shall attest to and be responsible for ensuring all equipment purchased meets the description and specifications stated by government to prevent the acquisition of counterfeit items. In addition, the contractor shall be responsible for providing blast and ballistic certifications from reputable U.S. or Foreign sources for all ballistic and blast-rated items identified at the task order level. This includes, but is not limited to, body armor, helmets, vehicles, and facilities. Finally, the Contractor shall fully complete all required foreign assistance procurement restriction documents required at the task order level.

The Contractor shall be responsible for maintaining a corporate reach back program to enable it to maintain its teaming arrangement with subcontractors and joint venture members.

This IDIQ contract provides for the issuance of individual task orders. The task orders will define specific work activities and tasks to be performed in five (5) overarching capability areas.

The Government reserves the right to order services and supplies identified in the below

Activities 1 through 5 separately to support the respective global missions.

C.2.1 ACTIVITY 1 – TRAINING, MENTORING AND MONITORING SERVICES

The Contractor shall provide training, mentoring, and monitoring services. The Contractor shall conduct training to enable host government security forces and defense sector representatives to more effectively command, control, sustain, train, and perform specialized functions that support the national security objectives. These services shall include all training and support outlined at the task order level. The Contractor shall also provide guidance and assistance to global partners. The Contractor shall develop and provide Programs of Instruction (POIs) for all courses. The Contractor shall provide complete progress reports on the training schedule, POIs associated with the proposed training, inventory lists for all equipment and materials procured for the training support, as well as total equipment and personnel on site.

The Contractor may be required to provide labor, additional logistical support supplies and services that are under the specific scope, clauses, and terms and conditions of the task for unplanned requirements to respond in a timely manner to the ever-changing security assistance program requirements and regional events. This support fulfills requests for urgent and emergency situations outside of standard and routine requirements. Additional contingency surge support details may be provided at the task order level.

Sections C.2.1.1 - C.2.1.9 are examples of the training, mentoring, and monitoring services to be performed under this IDIQ. However, the following sections are not an exhaustive list of all the training, mentoring, and monitoring services that might be required under this IDIQ. Additional services may be determined at the task order level. All supplies and services that may properly support the work described in Section 4.1 are within the scope of this contract.

C.2.1.1 INSTRUCTOR DEVELOPMENT COURSE (IDC) TRAINING.

C.2.1.1.1 Purpose

The purpose of these services is to train and develop the skills and self-sufficiency of host nation instructors to effectively deliver training. Students will learn effective and proper training techniques and be provided opportunities to practice and refine techniques and skills.

C.2.1.1.2 Objectives

Through classroom instruction, group and practical exercises, and opportunities to practice skills in real world settings, Host Nation instructors will be able to prepare learning objectives, including identifying tasks, conditions, and standards for a course, develop a training outline and lesson plans, conduct an after-action review, provide immediate feedback and on-the-spot corrections, and conduct counselling sessions for students.

C.2.1.1.3. Criteria

ADP 5-0 The Operations Process, May 2012; FM 7-4-166 Selecting and Preparing Trainers; AR 350-1 Army Training and Leader Development, August 2014; TC 25-8 Training Ranges, March 2010; and Host Nation doctrine.

C.2.1.1.4. Training Module

Students will be evaluated and tested to identify which students are most capable of

continuing as instructors. At the conclusion of the training course, selected students may continue to “shadow” contract instructors and develop trainer-instructor skills tailored to their specific area of expertise.

C.2.1.1.5. Equipment and Resources

The contractor shall provide all resources, equipment, materials, and supplies necessary to conduct the IDC training.

C.2.1.1.6. Method of Instruction

Classroom and Field Training Exercises shall be utilized by the contractor. A module-specific Program of Instruction (POI) that includes a breakdown of all lesson plans shall be developed by the contractor.

C.2.1.1.7. Testing and Evaluation

Pre and Post training evaluations to measure training effectiveness shall be developed and implemented by the contractor.

C.2.1.1.8. Class Size and Training Hours

Will be determined on the task order level.

C.2.1.2 FIRST AID AND COMBAT LIFESAVER (CLS) TRAINING

C.2.1.2.1 Purpose

To prepare selected Host Nation security force personnel to provide first aid and essential medical support in both a combat or peacetime setting and emphasize skills necessary to perform life-saving measures for personnel injured.

C.2.1.2.2 Objectives

Through classroom instruction, group and practical exercises, and appropriate training aids, selected Host Nation personnel will understand general types of injuries to expect during combat and illnesses due to the conditions in host nation environment, methods for diagnosing, handling, and treating various traumas, and methods for preventing injuries and illnesses.

C.2.1.2.3 Criteria

FM 4-02.17 Preventative Medicine Services; FM 4-02.4 Combat Medic Skills; UN Infantry Battalion Manual, Vols. 1 & 2; U.S. Army Tactical Combat Casualty Care Handbook (2010); UN Peacekeeping Handbook for Junior Ranks, 3rd ed. (1997); FM 4.25.11 First Aid; FM 8-5 Medical Field Manual; ATP 4-02.5 Casualty Care and Evacuation, May 2013; ATP 4-25.13 Unit Field Sanitation Teams, April 2014.

C.2.1.2.4 Training Module

The training should focus on prevention and treatment of heat injuries, CPR, airway management, intravenous access, treatment of fractures, treatment of extreme burns, treatment of gunshot wounds, and treatment of internal injuries due to traumatic impact and primary blast effects, and other relevant topics. Training module shall emphasize stabilizing wounded personnel for movement to and follow-on treatment by a medical specialist.

C.2.1.2.5 Equipment and Resources

The contractor shall provide all resources, equipment, materials, and supplies to conduct the CLS training.

C.2.1.2.6 Method of Instruction

Classroom and Field Training Exercises shall be utilized by the contractor. A module-specific Program of Instruction (POI) that includes a breakdown of all lesson plans shall be developed by the contractor.

C.2.1.2.7 Testing and Evaluation

Pre and Post training evaluations to measure training effectiveness shall be developed and implemented by the contractor.

C.2.1.2.8 Class Size and Training Hours

Will be determined on the task order level.

C.2.1.3 MILITARY STAFF OPERATIONS AND DEVELOPMENT COMMAND AND STAFF OPERATIONS SKILLS (MSOD) TRAINING

C.2.1.3.1 Purpose

To enhance leadership capabilities of junior, mid-grade, and senior military officers, and prepare individual staff officers, staff sections, and collective staffs for assignments which support mission planning, operational awareness, subordinate control, and commander decision-making throughout the ranks of a military.

C.2.1.3.2 Objectives

Through classroom presentation of materials, facilitated student dialogue, group work, and field training exercises that allow students an opportunity to apply skills learned in the classroom setting, students will demonstrate an understanding of staff organizations and operations, military decision making process (MDMP), written communication, operational tactics, logistics support, orders planning, command and staff actions, conducting operational briefings, operations (stability, internal security, peacekeeping, or other deployed contingency operations), civil-military operations (CMO), command operations center functions, roles and functions of non-commissioned officers (NCOs), human rights, protection of civilians, and international humanitarian law.

C.2.1.3.3 Criteria

US FM 7-0 Training Full Spectrum Operation; US FM 101-5 Staff Organization and Operations; Host Nation Doctrine; ADP 6-22 Army Leadership; ADRP 3-0 Unified Land Operations, May 2012, FM 3-24 Counterinsurgency, December 2006; FM 3-55 Information Collection, April 2012; and Host Nation manuals.

C.2.1.3.4 Equipment and Resources

The contractor shall provide all resources, equipment, materials and supplies to conduct the CSOS training.

C.2.1.3.5 Method of Instruction

Classroom and Field Training Exercises. A module-specific Program of Instruction (POI) that

includes a breakdown of all lesson plans shall be developed by the contractor.

C.2.1.3.6 Testing and Evaluation

Pre and Post training evaluations to measure training effectiveness shall be developed and implemented by the contractor.

C.2.1.3.7 Class Size and Training Hours

Will be determined on the task order level.

C.2.1.3.8 Core Elements for MSOD Training

Military decision-making process (MDMP)
Staff Roles and Responsibilities
Planning and Decision Making
Intelligence, Surveillance, and Reconnaissance (ISR)
Logistics Planning
Rules of Engagement (ROE)
Operations Centers (TOC, JOC, etc.)
Dissemination of Orders
International Humanitarian Law
Civil-Military Cooperation (CIMIC)
Employment of Military Enablers

C.2.1.4 HUMAN RIGHTS TRAINING

C.2.1.4.1 Purpose

To familiarize participants with the basic principles of human rights and international humanitarian law, including the distinction between combatants and civilians, and educate participants that the most important aspect of their role as a member of the military is the protection of civilians and protection of human rights.

C.2.1.4.2 Objectives

Through classroom presentations, facilitated student dialogue, and group exercises, students will understand their responsibility as a member of the military, individual and unit responsibilities in reporting human rights violations, where to access resources for additional information, and the most common human rights references and issues, including the Geneva Convention, the Hague Convention, Host Nation traditional and customary law, sexual and gender based violence, the International Criminal Court, law of armed conflict, command responsibility, and child protection.

C.2.1.4.3 Criteria

International Humanitarian Law (IHL); The Geneva Convention; UN Specialized Training Materials on protection of Civilians and Prevention and Response to Conflict Related Sexual Content; UN Protection of Civilians PDT Standards 1st Ed. (2011) – Modules 1-5; UN Tactical Level Mission Specific Protection of Civilians 2013).

C.2.1.4.4 Equipment and Resources

The contractor shall provide all resources, equipment, materials, and supplies to conduct the Human Rights training.

C.2.1.4.5 Method of Instruction

Classroom and Field Training Exercises shall be utilized by the contractor. A module-specific Program of Instruction (POI) that includes a breakdown of all lesson plans shall be developed by the contractor.

C.2.1.4.6 Testing and Evaluation

Pre and Post training evaluations to measure training effectiveness shall be developed and implemented by the contractor.

C.2.1.4.7 Class Size and Training Hours

Will be determined on the task order level.

C.2.1.5 TACTICAL COMBAT CASUALTY CARE (TCCC) TRAINING

C.2.1.5.1 Purpose

To train and develop the skills and self-sufficiency of host nation security forces to treat casualties while on a security mission. Students will learn effective and proper field medical techniques while preventing additional casualties, as well as, provided opportunities to practice and refine techniques and skills.

C.2.1.5.2 Objectives

This training is an in-depth program intended for field medics and medical personnel. Through classroom instruction, group and practical exercises, and appropriate training aids, selected Host Nation personnel will understand how to provide optimal medical support during combat by developing the students' knowledge, skills, and abilities in pre-hospital trauma life support topics with an emphasis on emergency medical care and evacuation, and treatment of shock-affected trauma casualties using the guidelines of tactical combat care during combat operations. Training will provide students with techniques crucial for immediately treating trauma wounds, as 75-90% of combat related deaths happen before a medical unit or facility can be reached.

C.2.1.5.3. Criteria

U.S. Army Tactical Combat Casualty Care Handbook (2010); Tarpey M. Tactical combat casualty care in Operation Iraqi Freedom. US Army Med Dep J 2005:38-41; Butler F. Tactical combat casualty care: combining good medicine with good tactics. J Trauma 2003; Holcomb JB, McMullin NR, Pearse L, et al. Causes of Death in U.S. Special Operations Forces in the global war on terrorism 2001–2004; Butler FK Jr. Tactical medicine training for SEAL mission commanders. Mil Med 2001; The Ranger medic. Mil Med 2001; National Association of Emergency Medical Technicians. Tactical field care. In: NAEMT, editors. PHTLS prehospital trauma life support: military version. 6th ed. St. Louis, MO: Mosby/JEMS; 2006. p. 521-523.

C.2.1.5.4. Training Module

The training should focus on treatment of hemorrhages, airway management, shrapnel wounds, administering tourniquets, administering needle thoracostomy, treating

pneumothorax, administering battlefield antibiotics, airway management, and treatments of other conditions that commonly cause combat related deaths. Training module shall emphasize in depth understanding of the prevention of combat related injuries and deaths

C.2.1.5.5. Equipment and Resources

The contractor shall provide all resources, equipment, materials, and supplies necessary to conduct the TCCC training.

C.2.1.5.6. Method of Instruction

Classroom and Field Training Exercises shall be utilized by the contractor. A module-specific Program of Instruction (POI) that includes a breakdown of all lesson plans shall be developed by the contractor.

C.2.1.5.7. Testing and Evaluation

Pre and post-training evaluations to measure training effectiveness shall be developed and implemented by the contractor.

C.2.1.5.8. Class Size and Training Hours

Will be determined on the task order level.

C.2.1.6 SMALL UNIT LEADER (SUL) TRAINING

C.2.1.6.1 Purpose

To train and prepare soldiers to become small unit leaders capable of leading, training, and employing individuals and small units, as well as other skills required a small unit leader in the host nation.

C.2.1.6.2 Objectives

Through classroom presentation, facilitated student dialogue, group work, and field training exercises, students will understand the roles and responsibilities of Non-Commissioned Officers (NCOs) and Officers, including troop leading procedures (TLPs) basic drill and ceremony, human rights, physical fitness, mission planning, orders development, weapons use and safety, small unit tactics, squad and platoon tactics, small unit collective tasks, casualty evacuation, land navigation, and small unit command and control. and map reading. Students will also be capable of assuming the role of a small unit leader NCO by demonstrating the ability to effectively lead individuals and small units, conduct team building activities, and communicate orders.

C.2.1.6.3 References

US Army FM 7-22.7; the U S Army Warrior Leadership Course (WLC); Basic Combat Training; FM 22-100 Command and Leadership for the Small Unit Leader FM 6-22 Developing Leaders; FM 7-22.7 The Army Non-Commissioned Officer Guide; ATP 3-21.8 Infantry Rifle Platoon and Squad;; and Host Nation manuals and doctrine.

C.2.1.6.4 Equipment and Resources

The contractor shall provide all resources, equipment, materials and supplies to conduct the NCO training.

C.2.1.6.5 Method of Instruction

Classroom and Field Training Exercises shall be utilized by the contractor. A module-specific Program of Instruction (POI) that includes a breakdown of all lesson plans shall be developed by the contractor.

C.2.1.6.6 Testing and Evaluation

Pre and Post training evaluations to measure training effectiveness shall be developed and implemented by the contractor.

C.2.1.6.7 Class Size and Training Hours

Will be determined on the task order level.

C.2.1.7 CIVIL-MILITARY OPERATIONS (CMO) TRAINING

C.2.1.7.1 Purpose

To train and prepare defense officials and to become proficient in the conduct of civil-military operations (CMO). CMO training shall be conducted for defense personnel, ranging from new recruits to colonels, and at times working with senior defense representatives.

C.2.1.7.2 Objectives

At the conclusion of CMO training, students should know how to establish, maintain, influence, and manage relations -- during peace and wartime military operations-- between military forces and nongovernmental organizations (NGOs), the media, the civilian populace, and other civil society groups. At the end of task performance, the units trained should be capable of planning and conducting civil-military operations.

C.2.1.7.3 Criteria

ATP 3-39.35 Civil Disturbance; ATP 3-39.33 Protective Services; ATP 3-57.70 Civil-Military Operations Center; ATP 3-57.80 Civil-Military Engagement; STP 41-38B14-SM-TG Soldiers Manual and Trainers Guide, Civil Affairs Solider Skills Levels 1 through 4; STP 41-38II-OFS Officer Foundation Standard II Civil Affairs (38) Officer's Manual; and Host Nation doctrine and manuals.

C.2.1.7.4 Equipment and Resources

The contractor shall provide all resources, equipment, materials and supplies to conduct the CMO training.

C.2.1.7.5 Method of Instruction

Classroom and Field Training Exercises. A module-specific Program of Instruction (POI) that includes a breakdown of all lesson plans shall be developed by the contractor.

C.2.1.7.6 Testing and Evaluation

Pre and Post training evaluations to measure training effectiveness shall be developed and implemented by the contractor.

C.2.1.7.7 Class Size and Training Hours

Will be determined on the task order level.

C.2.1.7.8 Core Elements for CMO Training

Introduction to CMO
International Humanitarian Law (e.g., Geneva Convention, child soldiers)
Prevention of Sexual Abuse
IDP Camps
Building Positive relationships with the population
Conflict resolution
Negotiating Principles
Information Operations
Psychological Operations
Media Relations
Civil and Stability Operations
Assessing community needs
Searching Techniques
Detainee Techniques

C.2.1.8 CORE ELEMENTS FOR MONITORING SERVICES

The Contractor shall be prepared to provide monitors capable of reporting on the following core elements in austere post-conflict environments:

Cease-fire/cessation of hostilities
Human rights and violations thereof
Protection of civilians

The Contractor's monitors shall be required to provide continuous reporting and analysis on the core elements above to the COR, AF/RSA, and other relevant governmental and non-government actors identified by the U.S. Government. The Contractor shall be prepared to support its monitoring teams with the full range of equipment (including observation equipment, personal protective equipment, reliable and secure communications, and – as required - aerial surveillance assets), transportation (air, sea, and ground), and life-support services (shelter, rations, potable water, medical supplies, and medical evacuation services) required to carry out monitoring activities in austere and dangerous conflict environments. The Contractor's monitoring teams shall be composed of subject matter experts in one or more of the core elements listed above, and with demonstrated experience operating in austere and dangerous conditions. Additional monitoring core elements may be determined at the task order level. Qualifications and experience requirements for the monitors will be defined at the individual Task Order level based on the unique conflict dynamics involved. The monitors will be required to interact and communicate effectively with a broad range of actors in the conflict or post-conflict zone, including a variety of UN agencies, the AU, non-governmental organizations (NGOs), international peacekeeping forces, and the belligerent parties.

C.2.1.9 NEW EQUIPMENT TRAINING

Provide New Equipment Training to Host Nation and Partner Nation forces. The purpose of

training will be to ensure Host Nation and Partner Nation forces will be capable of operating and maintaining the equipment provided by the U.S. Government in the intended operational environment, with little to no external assistance once deployed. Training shall focus not only on building the skill set of the trainees, but also enabling those trainees to provide future instruction to follow-on rotational personnel and units. New equipment training requirements shall include:

Initial inspection procedures
Familiarization, setup, and operator training
Maintenance training, up to and including depot-level maintenance
Disassembly for onward movement
Full preventative and corrective maintenance and testing
Mobile technical support for tactical and strategic networks
Field and depot-level repairs
Inventory management services

C.2.2 ACTIVITY 2 - LOGISTICS SUPPORT SERVICES:

The Contractor shall be tasked to perform a broad range of logistics and support services. The supplies and services identified in Section 2.2.1 - 2.2.6 are not an exhaustive list of all logistic support services required under this IDIQ. The contractors selected for award shall be responsible for managing and resolving all supply chain issues to ensure the timely delivery of requested supplies and equipment. Additional logistical support supplies and services may be determined at the task order level. All supplies and services that may properly support the work described in Section 2.2 are within the scope of this contract.

C.2.2.1 TRANSPORTATION

Provide transportation services, including the provision of ground, sea, and aviation assets (to include fixed-wing and rotary-wing). The Contractor shall provide all required support necessary to conduct transportation operations, to include labor, parts, material, fuel, transportation, drivers, and supervision. Transportation services will be designed to assist Host Nation or Partner Nation forces in the preparation, deployment, and sustainment of operations. Individual Task Order requirements may require transportation to/from/between sites with underdeveloped infrastructure (e.g., dirt runways, poorly maintained roads). The Contractor shall be prepared to transport a wide variety of items in support of Host Nation/Partner Nation operations, to include:

1. Host Nation/Partner Nation Personnel
2. Equipment (to include common heavy equipment like vehicles, generators, and water purification plants)
3. Rations and other life support
4. Ammunition (including high explosives)
5. Host Nation/Partner Nation casualties

C.2.2.2 AIR FREIGHT AND WAREHOUSE

Provide air cargo handling and warehousing services, both for Partner Nation/Host Nation assets and for USG-provided assets in the mission area. The Contractor shall provide all required support necessary to conduct these operations, to include labor, temporary infrastructure/shelter, material-handling equipment, laborers, drivers, and supervision. The Contractor shall assist the Host Nation and Partner Nation by providing inventory management services and related advice. The Contractor shall be prepared to provide these services in austere environments with limited existing infrastructure.

C.2.2.3 OPERATIONAL EQUIPMENT

Provide operational equipment to Host Nation and Partner Nation forces. The Contractor shall be required to deliver the equipment to either the Host Nation/Partner Nation or directly to the mission area, using a combination of sea, air, and ground transportation as required, and coordinate all required customs clearance and licensing requirements. The Contractor shall be prepared to conduct a full joint inventory at the point of delivery with the relevant USG representatives and the Host Nation/Partner Nation representatives. Equipment shall be delivered in fully operable condition, along with any spare parts specified at the individual Task Order level. All equipment provided shall be appropriate for use in austere, conflict and post-conflict environments. Operational equipment requirements may include, but is not limited to:

Motor vehicles (military and civilian)
Material Handling Equipment
Generators
Night Vision Devices
Global positioning systems
Accommodations equipment
Personal protective equipment
Medical equipment
Communications equipment

C.2.2.4 ISR SERVICES

Intelligence, surveillance, and reconnaissance (ISR) Services shall include the operation, procurement, maintenance, and training of equipment that may include but are not limited to supporting optical, radar, infrared images, and electronic signals.

The Contractor(s) are required to be certified to perform maintenance on Government assets that may include:

Unmanned Aircraft
Aircraft Systems
Specialized ground or sea-based equipment

C.2.2.5 INVENTORY MANAGEMENT

Inventory management shall include both CONUS and OCONUS equipment and includes supply chain and data management, material monitoring and reporting.

C.2.2.5.1 Conus Inventory Management

Inventory Management shall include the following:

- a. Warehouse/store equipment until ready for shipment at times designated by the program office.
- b. Receive, inventory, inspect, deconsolidate (break-down), re-consolidate, and label equipment for designated country packages at a Consolidated Receiving Point (CRP). The CRP shall be capable of accommodating multiple receiving and shipping activities and be able to flex capacity during periods of increased demand.
- c. High Value Items: 100 percent inventory is required on all items valued over \$200.00. All remaining items will require a ten (10) percent check to ensure accuracy. If inaccuracies are identified a 100 percent inventory will be required. Any shortages will be conveyed back to the contractor for replacement prior to acceptance.

C.2.2.5.2 OCONUS Inventory Management

Inventory Management shall include the following:

- a. Contractor shall conform to host nation's customs and clearance policies
- b. Contractor shall conduct a bilateral inventory
- c. Ship, transport and deliver equipment from the CRP to the final destination location in accordance with the required delivery date specified in the equipment list provided by the program office. All shipping documentation shall be properly obtained for the shipper's letter of instruction to include all export and ITAR documentation.

C.2.2.6 SUSTAINMENT SERVICES

Provide sustainment services for Host Nation and Partner nation forces. The Contractor shall be prepared to provide these services in austere conflict and post-conflict environments. The Contractor shall be required to provide all labor, parts, material, fuel, transportation, drivers, and supervision necessary to execute these tasks. Constant coordination and collaboration with Host Nation/Partner Nation/regional mission leadership will be required in order to execute these tasks such that they address all mission requirements in a rapidly shifting operational environment. The Contractor shall be prepared to execute these services in support of forces that may have only rudimentary planning capabilities, and which may require assistance in evaluating their ongoing support requirements. Sustainment services may include:

Clothing exchange and repair
Laundry services
Bathing of personnel
Food service
Mortuary affairs
Sanitation
Disposal of hazardous waste
Billeting
Facilities management
Morale/health/welfare/recreation
Information management
Postal operations
Security Support (only as requested)

Provision of fresh and dry rations
Provision of potable water
Provision of petroleum, oil, and lubricants (POL)
Provision of field defense stores
Vehicle and equipment maintenance

C.2.2.7 MEDICAL SUPPORT

Provide medical support services for Host Nation and Partner Nation forces engaged in combat operations. The Contractor shall be required to provide all labor, parts, material, fuel, transportation, drivers, and supervision necessary to execute the below tasks in an austere conflict environment. The Contractor shall be prepared to coordinate and collaborate with the field medical personnel of the Host Nation/Partner Nation/international military mission, as well as the relevant points of contacts at higher-level facilities where casualties may be evacuated. Medical support services may include:

Immediate lifesaving measures
Disease and non-battle injury prevention
Combat stress control preventive measures
Casualty collection
Evacuation from supported location to supporting medical treatment
Interim pre-evacuation treatment measures to stabilize and allow for the evacuation of the patient to the next echelon of care (measures include: maintaining the airway, stopping the bleeding, preventing shock, protecting wounds, immobilizing fractures, and other emergency measures as indicated)
Necessary medical logistics

C.2.3 ACTIVITY 3 – EQUIPMENT PROCUREMENT

The Contractor shall in the procurement of equipment. The supplies identified in Section 2.3.1 are not an exhaustive list of equipment required under this IDIQ. Additional equipment items may be determined at the task order level. All supplies that may properly support the work described in Section 2.3 are within the scope of this contract.

C.2.3.1 EQUIPMENT PROCUREMENT

The contractor shall assist in the procurement of equipment to include but not limited to:

Vehicles
Individual Equipment
Unmanned Aerial Surveillance (UAS) equipment
Personnel Protective Equipment (PPE)
Medical Equipment
Conventional Munitions Disposal (CMD)

Equipment
Improvised Explosive Device Disposal (IEDD)
Equipment
Logistics Support Equipment
Radios
Generators

C.2.4 ACTIVITY 4 DESIGN AND CONSTRUCTION SERVICES AND ACTIVITIES

The Contractor shall be tasked to design and construct or refurbish permanent or temporary facilities, which may include furnishings. The Contractor shall provide all management supervision, labor, materials, tools, machinery, equipment, supplies, services, consumables, and all other things necessary to execute and complete the work. The Contractor may be required to perform services as a rapid response to fast-developing situations. Site assessments may be required in addition to construction services. All architectural and engineering design work shall be performed by a licensed architect and engineer. The design and construction services and activities identified in Section 2.4.1 - 2.4.6 are not an exhaustive list of all supplies and services required under this IDIQ. Additional design and construction supply and service requirements may be determined at the task order level. All supplies and services that may properly support the work described in Section 2.4 are within the scope of this contract.

C.2.4.1 Architectural and engineering (A&E) designs

Perform architectural and engineering designs to provide a complete, accessible, functional, and usable project. A&E designs include but not limited to:

Site assessments and survey
Civil and geotechnical
Architectural
Structural
Electrical
Mechanical
Fire protection

C.2.4.2 Construction

The Contractor shall be required to provide all labor, material, equipment, and supervision necessary to construct or refurbish facilities to include but not limited to training camps, aircraft hangars and runways, boat storage facilities, warehouses, medical facilities, marine piers, schools, and libraries. Construction activities may be conducted at both new sites constructed by the contractor, or at existing sites controlled by the Host Nation/Partner Nation.

C.2.4.3 Project Management

A COR will be assigned to ensure quality assurance goals are met. The Contractor shall always provide the COR access to the construction site. The contractor is required to provide the following deliverables to include but not limited to:

Incident Report
Mobilization Plan
Quality Control Plan
Baseline project execution schedule
Submittal Register
Risk Mitigation Plan
Situation Reports (SITREPs)
Demobilization Plan
Safety Plan

Additional material requirements will be determined at the task order level.

C.2.5 ACTIVITY 5 - PROPERTY MAINTENANCE

The Contractor shall maintain all U.S. Government funded property and materials, and contractor-acquired property procured under the project in accordance with U.S. Government property regulations.

C.2.5.1 Property Books

The Contractor shall maintain property until the property is transferred to and accepted by a DoS-designated representative via removal from contractor property books.

C.2.5.2 Project Meetings

The Contractor shall attend or conduct contractor work coordination meetings with other project employees and subcontractors.

C.3 IDIQ and Task Order Management

Written escalation plan to be defined at the task order level.

C.4 Reporting Requirements

Develop indicators that help monitor program performance, and collect and maintain data, as required, in order for the government to assess its accomplishments.

C.5 Contract Operational Metrics

The following Performance Standards and DOS Monitoring Method will be applicable to each Task Order:

Performance Objective	Performance Standards	Monitoring Methods
Effective mobilization plan and budget	<ul style="list-style-type: none">Proposed mobilization plan and budget submitted within five (5) working days of Task Order award.	<ul style="list-style-type: none">100% inspection by the COR/GTM.

	<ul style="list-style-type: none"> • Final mobilization plan and budget submitted within three (3) working days of government request. • Contractor meets budget and timeline estimates for 90% of each line item outlined in the task order mobilization plan upon completion of each contractual period of performance (e.g.: option period) or task order milestones. 	<ul style="list-style-type: none"> • Periodic inspection by COR, GTM or designee.
Timely, accurate, and complete deliverables	<ul style="list-style-type: none"> • All task order deliverables must meet format and content requirements 95% of time. • All task order deliverables must meet submission due dates 95% of time. 	<ul style="list-style-type: none"> • 100% inspection by the COR/GTM.
Effective cost management	<ul style="list-style-type: none"> • Contractor shall submit invoices by contractual due dates 95% of time. • Contractor shall account for all new task order expenditures on current invoices 95% of time. • Contractor shall respond to CO and COR requests for invoice details within three (3) calendar days 100% of time. • Contractor shall respond to CO and COR requests for spend rate or other cost breakdowns within three (3) calendar days 100% of time. 	<ul style="list-style-type: none"> • 100% inspection of invoices by the COR/GTM. • Confirmed receipt of requested information by COR/GTM.
High quality, professional training, and support services	<ul style="list-style-type: none"> • Using COR-approved questionnaire or survey instrument, at least 80% of surveyed recipients report satisfaction with contractor-provided training or support. 	<ul style="list-style-type: none"> • Systematic surveys by contractor if specified by the task order.

	<ul style="list-style-type: none"> Using COR-approved testing methodology, at least 80% of the training recipients meet all learning objectives and demonstrate skills retention. 	<ul style="list-style-type: none"> Periodic inspections by COR, GTM or designee. Reports obtained from independent assessment or auditor teams, including from the U.S. Government and UN.
Effective coordination with DOS, host nations, partner nations, embassies, and other interested parties critical for task order success	<ul style="list-style-type: none"> No formal negative inputs (emails, letters) are received from coordinating partners 100% of time. 	<ul style="list-style-type: none"> Inputs obtained by COR or GTM.
Effective logistical support	<ul style="list-style-type: none"> All logistical support meets specifications, quantities, and timelines specified in the task order 95% of time. No assistance from DOS, host or partner nations, or international organizations is needed 99% of time. 	<ul style="list-style-type: none"> Periodic inspection by COR, GTM or designee.
Effective property control	<ul style="list-style-type: none"> Property books are submitted every two (2) months 100% of the time. Submit all property information at least thirty (30) days prior to end of task order period of performance to COR/GTM, 100% of time. 	<ul style="list-style-type: none"> 100% inspection by the COR/GTM.

	<ul style="list-style-type: none">• Submit final “lost, destroyed or damaged” property plan at least thirty (30) days prior to end of task order period of performance to COR/GTM, 100% of time.• Complete final “lost, destroyed or damaged” property plan by end of task order period of performance to COR/GTM, 100% of time.	
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C.6 Task Order Operational Metrics

Additional operational metrics will be determined at the task order level.

(End of Section C)

SECTION D - PACKAGING AND MARKING

General

Specific packaging and marking instructions will be handled at the Task Order level.

D.1 Data Packaging Requirements (If Applicable at the TO Level)

All unclassified data shall be prepared for shipment in accordance with commercial best practices. Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (DOD 5220-22-M).

D.2 Marking of Reports (If Applicable at the TO Level)

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

- *Name and address of the Contractor*
- *Contract number*
- *Date of report*
- *Program Office*

All reports become property of the DOS. The Contractor shall not include any company watermarking or statement that would prevent the DOS from utilizing or circulating the information contained in the report. If there are issues with the potential proprietary nature of the information, it shall be brought to the attention of the CO for resolution.

Unless otherwise requested, reports shall be submitted electronically to the contract administration personnel identified in Section G.1.

D.3 Packing of Supplies for Domestic Shipping (If Applicable at the TO Level)

Supplies shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Classification Rules, and regulations of other carriers as applicable to the mode of transportation.

D.4 Packing List(s) (If Applicable at the TO Level)

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:

- a. Name and address of consignor
- b. Name and address of consignee
- c. Government Contract number
- d. Government bill of lading number covering the shipment, if any; and
- e. Description of the items shipped, including item number, quantity, number of containers, and package number, if any.

D.5 Warranty Notification (If Applicable at the TO Level)

In accordance with FAR 46.706(b)(5) (Warranty Terms and Conditions), the Contractor shall stamp or mark the supplies delivered, or otherwise furnish notice with the supplies, of the existence of a warranty, if any. Sufficient information shall be presented for supply personnel and users to identify warranted supplies. Warranty information shall include the terms and duration of the warranty and the name and telephone number of the Contracting Officer to be notified if the supplies are found to be defective.

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 may 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:

- a. 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
- b. Any warranty or representation made by the Contractor concerning the characteristics or items described
- c. Any publications, drawings, or specifications accompanying or referred to in a proposal; and
- d. 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.

If the proposed item(s) are customarily warranted in the trade, and as a result of that practice, the cost of these items to the Government will be the same whether or not a warranty is included; the Contractor shall provide a copy of its standard commercial warranty with its TO proposal. If selected for award, this warranty shall apply to the resulting TO and shall be attached thereto.

Inclusion of the standard commercial warranty shall in no way compromise the rights of the Government under any other clause of the resulting contract.

The Contractor shall certify that the original equipment manufacturer (OEM) will agree to maintain the equipment provided under any TO. The Contractor does further guarantee that the terms and conditions of any such maintenance shall be equal to or better than the OEM's current commercially available terms and conditions. The OEM certification, complete warranty terms, and contact information for warranty claims shall be furnished by the Contractor in writing if requested by the Government at any time.

D.6 Package Marking (If Applicable at the TO Level)

Each and every box or package containing materials shipped pursuant hereto, shall be marked with the following: the consignee address as shown in Block 6, the name and address of the contractor in Block 7, the order number in Block 3, and the requisition/reference number in

Block 4. Packing lists will be attached to the outside of the box. Palletized stacked material will not exceed the height of 52 inches. Vendor will not ship partials without the proper approval of the consignee. Vendor will supply a copy of the purchase order with the packing list.

D.7 Documentation of Shipments (If Applicable at the TO Level)

The Contractor shall submit the documentation required by contract clauses 52.247-63, Preference For U.S.-Flag Air Carriers (Jun 2003) and 52.247-64, Preference For Privately Owned U.S.-Flag Commercial Vessels (Nov 2021), as follows:

One legible copy of an onboard rated and freighted ocean bill of lading for each shipment to both;

The **COR**, and

The **Maritime Administration (MARAD)**, Office of Cargo Preference, 1200 New Jersey Avenue, SE Washington, DC 20590. FAR 52.247-64 reporting requirements mandate that the contractor submit a copy of the rated master ocean bills of lading (MB/L) to our office within 20 working days from date of loading on all shipments loaded from the United States, and 30 working days for shipments loaded outside the United States. The documentation must be furnished with 20 working days of the date of loading for shipments originating in the US, and 30 working days for shipments originating outside the US. All subcontractor bills of lading shall be submitted through the Contractor.

MARAD <https://www.maritime.dot.gov/ports/cargo-preference/cargo-preference>

Email: cargo.marad@dot.gov

(End of Section D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 Clauses - (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <https://www.acquisition.gov/>.

Inspection and acceptance terms, including point of inspection and acceptance, will be incorporated in each task order based on the nature of the services and/or supplies being acquired.

The Government intends to incorporate one or more of the following clauses, or additional clauses as may be required, at the task order level.

Table E1: Clauses Incorporated by Reference

FAR Clause	Title	Date
52.246-2	Inspection of Supplies-Fixed-Price	Aug 1996
52.246-3	Inspection of Supplies – Cost-Reimbursement	May 2001
52.246-4	Inspection of Services – Fixed-Price	Aug 1996
52.246-5	Inspection of Services – Cost-Reimbursement	Apr 1984
52.246-6	Inspection – Time-and-Material and Labor-Hour	May 2001
52.246-12	Inspection of Construction	Aug 1996
52.246-16	Responsibility for Supplies	Apr 1984

E.2 Inspection and Acceptance

The Government reserves the right to inspect or otherwise evaluate the work performed or being performed at the location at which it is being performed. If any inspection or evaluation is made by the Government on the premises of the Contractor, or a Subcontractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the Government's representatives in the performance of their duties. All inspections and evaluation by the Government's representatives shall be performed in such a manner as will not unduly delay work. The Government will endeavor to conduct all audits, inspections, and evaluations in accordance with the highest levels of established professional auditing practices and standards. If a written report of such inspection or evaluation is prepared which reflects deficiencies or proposed corrective actions to be taken by the Contractor, or Subcontractor, a copy of those deficiencies and/or proposed corrective actions shall be furnished to the Contractor. Any corrective action proposed to be taken as a result of such inspection(s) shall be discussed with the Government prior to implementation. Government approval of these Contractor-delivered items is required prior to any corrective action and/or resumption of delivery. Reports of the Contractor's performance shall be placed in the contract file and in the Contractor Performance Assessment Reporting System (CPARS).

Inspection and acceptance will be governed by the applicable FAR Inspection clause(s), and the language herein complements/does not supersede the applicable FAR clause(s). Inspection and acceptance of the services and supplies to be provided hereunder shall be made by the Contracting Officer's Representative. However, pursuant to FAR 46.502 (Responsibility for Acceptance), the Contracting Officer is the ultimate authority for acceptance.

E.3 Quality Assurance Surveillance Plan and Government Quality Assurance

A Quality Assurance Surveillance Plan (QASP) is not required at the IDIQ level. A QASP will be required at the task order level for all task orders. The Government will prepare the QASP, or approve a contractor-prepared QASP, and will provide the task order specific oversight and surveillance techniques with each task order request. Additionally, the Government reserves the right to request contractor input from a quality perspective during the task order request process. This means the Government may request task order specific Quality Control Plans (QCPs), or even contractor proposed QASP's in unique situations.

The Government will use the Quality Assurance Plan (QASP) as one mechanism to oversee Contractor performance. The Contractor's Quality Control Plan (QCP) will establish methodologies by which the Contractor will meet or exceed schedule, quality, and performance requirements.

The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract and any resultant TOs. The role of the Government is to conduct quality assurance to ensure that standards are achieved.

The Government will perform those quality assurance procedures that may be necessary to verify that performance is in accordance with the terms of the contract and its TOs. Government quality assurance will be performed routinely by the Contracting Officer's representatives (e.g., COR, ACOR, Government Technical Monitor/GTM). However, other representatives, including third party Contractors, may be called upon to support this effort as required. The COR or designated quality assurance evaluators will record all surveillance observations and will maintain a file of all inspection results. Instances of unsatisfactory performance may result in appropriate actions taken by the Contracting Officer in accordance with the terms of this contract and resultant TOs.

If an inspection identifies performance deficiencies, the COR may require the Contractor to explain, in writing, why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem(s) will be prevented in the future. The COR will evaluate the Contractor's explanation and take appropriate action.

The Contractor shall promptly correct and improve any shortcomings noted during inspections. The Contractor shall also bring any conditions beyond the responsibility of the Contractor to the attention of the CO.

The terms in this section are designed to complement the provisions in the FAR Inspection clause applicable to the given TO.

E.4 Inspection System

Inspection System - Subcontract

Per FAR 46.105, the Prime Contractor shall hold all subcontractors to the same standards of

performance as required from the Contractor in fulfilling the objectives delineated within the Statement of Work and task order requirements documents.

E.5 Design-Build and Construction Inspection and Acceptance

Reference: 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996) (Reference FAR 46.312)

E.5.1 SUBSTANTIAL COMPLETION

Definitions.

“Substantial Completion” means the stage in the progress of the work as determined and certified by the Contracting Officer or Contracting Officer’s Representative in writing to the Contractor, on which the work or a portion thereof designated by the Government is sufficiently complete and satisfactory, in accordance with the requirements of the contract documents, that it may be occupied or utilized for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which (1) do not interfere with the intended occupancy or utilization of the work and (2) can be completed or corrected within the time period required for final completion. Substantial Completion procedures may be provided on a task order level.

“Date of Substantial Completion” means the date determined by the Contracting Officer or Contracting Officer’s Representative of which substantial completion of the work has been achieved.

E.5.2 USE OF EQUIPMENT BY THE GOVERNMENT

Right to use The Government may take over and operate, with Government employees, such equipment as necessary for heating or cooling such areas of the building that require the service, and other equipment such as elevators, electrical, plumbing, and mechanical systems, as soon as the installation is sufficiently complete to permit operation.

Notice The COR will advise the Contractor in writing, prior to the use of the equipment, which items of equipment will be taken over and operated, in addition to the date and time such operation shall begin.

E.5.3 FINAL COMPLETION AND ACCEPTANCE

E.5.3.1 Definitions.

E.5.3.2. **“Final Completion and Acceptance”** means the stage in the progress of the work as determined and certified by the CO or COR, in writing to the Contractor, on which all work required under the contract has been completed in an acceptable manner in accordance with the contract requirements, subject to the discovery of latent defects after final completion and except for items specifically excluded in the notice of final acceptance.

E.5.3.3. **“Date of Final Completion and Acceptance”** means the date determined by the Contracting Officer as of which final completion of the work has been achieved, as indicated

by written notice to the Contractor.

E.6 Quality of Reports and Deliverables

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this contract.

- Accuracy: work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity: work products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements: All work products must satisfy the requirements of this contract and specific TOs.
- Timeliness: work products shall be submitted on or before the due date specified herein or submitted in accordance with a later scheduled date determined by the Government

E.7 Methods of Surveillance

The Government may use a variety of surveillance methods to evaluate the Contractor's performance. These include, but are not limited to, random sampling of recurring services, periodic surveillance of the Contractor's quality control program, and audit of financial statements and customer complaints.

(End of Section E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

The following clauses apply at the Task Order level, as applicable, subject to specific delivery and performance requirements as set forth in the applicable Task Order.

Table F1: Clauses Incorporated by Reference – FAR 52.252-2 (FEB 1998)

FAR Clause	Title	Date
52.211-8	Time of Delivery	June 1997
52.211-10	Commencement, Prosecution, And Completion Of Work - Alternate I	Apr 1984
52.211-11	Liquidated Damages – Supplies, Services, or Research and Development	Sept 2000
52.211-12	Liquidated Damages—Construction	Sept 2000
52.211-13	Time Extensions	Sept 2000
52.242-14	Suspension Of Work	Apr 1984
52.242-15	Stop-Work Order	Aug 1989
52.242-15	Stop-Work Order Alt. I	Apr 1984
52.242-17	Government Delay of Work	Apr 1984
52.247-34	F.O.B. Destination	Nov 1991
52.247-35	F.O.B. Destination, within Consignee's Premises	Apr 1984

F.2 IDIQ Period of Performance

The IDIQ contracts will be comprised of a 10-year ordering period as follows **(to be revised at IDIQ award, if necessary):**

Ordering Period	Start	Through
Year 1	February 1, 2024	January 31, 2025
Year 2	February 1, 2025	January 31, 2026
Year 3	February 1, 2026	January 31, 2027
Year 4	February 1, 2027	January 31, 2028

Year 5	February 1, 2028	January 31, 2029
Year 6	February 1, 2029	January 31, 2030
Year 7	February 1, 2030	January 31, 2031
Year 8	February 1, 2031	January 31, 2032
Year 9	February 1, 2032	January 31, 2033
Year 10	February 1, 2033	January 31, 2034

See H-Clause H.1 for Ordering Period details.

The Contracting Officer may extend the term of the contract for an additional six months in accordance with the clause at FAR 52.217-8 (Option to Extend Services), which is contained in Section I of this contract.

The period of performance for each task order placed under the contract shall be specified in the task order. Under no circumstances may a task order be placed under the contract if the contract has expired or has been terminated or cancelled by the Government.

Notwithstanding anything to the contrary above, a multi-year task order may be used and would be done so in accordance with FAR subpart 17.1 (Multi-year Contracting).

F.3 Contract Data Deliverables

The Contractor shall provide the following contract data deliverables. Additional data deliverables may be determined at the task order level.

The contractor shall submit accurate and complete documents to the U.S. Government. These reports will be submitted via electronic mail to the Department of State Acquisition Management Office, the Contracting Officer's Representative (COR), and the Department of State's Bureau of African Affairs Office of Regional Peace and Security (AF/RPS). The format of each report will be coordinated with the COR.

CONTRACT DATA DELIVERABLES SCHEDULE (IDIQ LEVEL)

Report/Plan	Frequency	Addresses
Congressional Summary Reports	As Needed	CO/COR
Program Summary Reports	As Needed	CO/COR
Trafficking Persons Compliance Plan Certification	Annual	CO/COR
Small Business Subcontracting Plan (applicable to large businesses)	Annual	CO/COR

Congressional Summary Reports: Contractors shall provide a Congressional Summary Report that summarizes Contractor performance for the designated reporting period.

Program Summary Reports: Contractors shall provide a Program Summary Report that summarizes Contractor performance for the designated reporting period.

Trafficking Persons Compliance Plan Certification: Contractors shall certify annually to the CO and COR that the contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent trafficking activities and to comply with clause 52.222-50 COMBATING TRAFFICKING IN PERSONS. The certification shall confirm that, to the best of its knowledge and belief, neither the prime nor subcontractor have engaged in any trafficking related activities described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause.

Small Business Subcontracting Plan: Large Business Contractors are required to annually submit their Small Business Subcontracting Plans. Furthermore, the Contractor shall include within its plan a description of the firm's process to comply with SBA's final rule requiring prime Contractors to provide past performance to first-tier small business subcontractors upon request, at [Federal Register :: Past Performance Ratings for Small Business Joint Venture Members and Small Business First-Tier Subcontractors](#) (13 CFR 125, document number 2022-15622).

CONTRACT DATA DELIVERABLES SCHEDULE (TASK ORDER LEVEL)

Report/Plan	Frequency	Addresses
Procurement status report	Bi-weekly and upon request	CO, COR
Property Book Report	Quarterly at the Task Order Level	Property Management Specialist (PMS), COR
Material inspection and receiving report(DS-127)	Upon receipt of material/equipment and submitted with invoicing and available as required or requested. Task Order level.	Property Management Specialist (PMS), COR
Project Schedule		
Task Management Plan	Determined at Task Order Level	CO, COR
Work Breakdown Structure	Determined at Task Order Level	CO,COR
Situation Reports	Determined at Task Order Level	COR
In Process Reviews	Determined at Task Order Level	CO,COR
Monthly Performance Summary Report	Determined at IDIQ Level	CO,COR
Program Management Reviews	Determined at IDIQ Level	CO,COR

Procurement Status Report: The contractor shall provide the COR with a detailed listing of all materials procured and acquired under this task order as may be requested periodically, but not less than once a month.

Property Book Report: The contractor shall submit a bi-monthly property report to the U.S. government's property specialist.

Material inspection and receiving report: The contractor shall submit material inspection and receiving reports through the U.S. government representative to maintain 100% accountability for all equipment and materials purchased with U.S. government funds and handed over to the U.S. government as instructed by the COR.

Project Schedule: The contractor shall prepare and maintain an automated Work Breakdown Structure (WBS) project schedule for the overall task order to include schedules for each subtask. The WBS and schedules shall establish a baseline for contractor performance and cannot be changed without Department of State COR approval. Any anticipated changes to the WBS and schedules shall be communicated to the COR within five working days following the identification of the change. This notification shall include any identified causal factors and potential recovery mechanisms.

Task Order Management Plan: The contractor shall prepare a Task Order Management Plan describing the technical approach, organizational resources, and management controls to be employed to meet the cost, performance, and schedule requirements throughout the PWS execution.

Work Breakdown Structure: Upon award of a Task Order, the Contractor shall prepare and timely submit a Contractor Work Breakdown Structure (CWBS) and CWBS Dictionary to document the Contractor's deliverable products and planned approach to performing the contract scope of work. Contractor shall include the technical description of the service being delivered by the contract. Routine reporting shall be at CWBS level 3 for all Contractors. More detailed reporting of the CWBS shall be required only for those lower-level elements that address high-risk, high-value, or high- technical-interest areas of a program.

The Contractor must submit the first contract CWBS and Dictionary at the same time the Annual Program Management Plan is due. The Contractor must also maintain and update the Dictionary throughout the life of the contract. If changes to the CWBS occur, the contractor must submit an updated CWBS and Dictionary.

The CWBS shall be reflected in an electronic report that consists of two parts. The first part, the CWBS, lists the individual elements by their CWBS Codes and Levels. The second part, the CWBS Dictionary

Situation Reports (sitreps): The contractor shall provide weekly sitreps detailing status and location of all current training conducted and an assessment of the training site at the time of mobilization. The sitrep will provide the contractor's executive summary from the Project Manager, contractor site(s) summary from Project Manager, and issues affecting training schedules or plans.

In Process Reviews (IPRs): The contractor shall conduct In Process Reviews (IPR) for the duration of each task order. IPR submission requirements will be determined at the task order level. Additional attendance is authorized as required by the COR, and can include other State Department personnel and related contractual support personnel. The IPR review will address the status of technical and programmatic progress, and each review shall focus on achievements since the last review to include the following: conduct and success of risk management activities, unresolved issues, action items, status of fund execution, and any known problems. These shall be measured against objectives, goals, and schedule developed, QASP, PIP or operational metrics identified at the task order level. These reviews shall take place at a State Department facility at a time determined by the COR. The COR shall invite all participants as well as run the meeting. The technical data generated by this task shall be provided to the government in accordance with the minutes of this IPR, reflecting all sides shown and action items generated plus a running status of all previous IPR action items. *At a minimum, this data shall include:*

- a. The project schedule showing any proposed changes, the reasons for changes, and the potential impact on the program.
- b. Descriptions of activities and deliverables during the current month for the task order. The descriptions shall include problem definitions and recommendations for program resolutions. Particular attention shall be given to risk management activities.
- c. Cumulative and monthly; planned and actual hours; planned and actual dollars; by task and subtask; by individual (including location) for the reporting period. All negotiated funds are to be tracked within the Task Order. Other Direct Costs (ODCs) are to be included in their task totals, respectively. The Performance Measurement Baseline (PMB) includes the negotiated funds minus the award fee funds.
- d. Trips, technical visits, and related results (outcomes) for the reporting period.
- e. Personnel reassignments (IAW the key personnel clause of the SOW).
- f. The contractor shall provide status updates regarding student location before and after training as well as impact of training to students job performance.
- g. Deliverables: Conference Minutes, In Process Review Minutes, Training Impact Matrix.

Monthly Performance Summary Report: The Prime Contractor shall provide a Performance Summary Report that summarizes Contractor performance for the designated reporting period.

Program Management Reviews: The Contractor shall conduct monthly Program Management Reviews (PMRs) detailing the previous period's achievements and progress on emerging and existing activities, identified risk and recommendations to mitigate risk, staffing plans and forecasts, as well as a financial analysis of contract expenditures. The COR may adjust the frequency of these meetings during performance. The Contractor shall deliver PMR briefing slides to the COR five (5) days prior to the scheduled monthly PMR. The Contractor shall document the PMR in meeting minutes that includes a list of action items. The Contractor shall provide a venue for the monthly Program Management Reviews (PMRs) in the Washington, DC area, unless otherwise directed by the Government.

F.4 Place of Performance

There are no geographic limitations for TOs to be awarded under this contract. TOs will identify which services may be performed at the Contractor's facilities or United States Government (USG) facilities domestic or abroad. The Contractor shall be capable of effectively managing a wide array of business risks and issues, particularly those associated with working in international environments. Such risks include, but are not limited to, exposure to loss, labor disputes, political unrest, export and import compliance especially related to supplies and services controlled under the International Traffic in Arms Regulations (ITAR) and dual-use items controlled under the Export Administration Act (EAR), unstable local politics, geographical issues, and vastly different legal systems, all of which can have a profound impact on the Contractor's ability to meet contractual requirements.

F.5 Delivery Instructions

Delivery terms of task orders processed under this IDIQ are FOB Destination. Transportation

costs shall be negotiated at the task order level.

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Contract Administration

This contract will be administered as follows:

IDIQ Level

Contracting Officer (CO):

Wade Ward
World Wide Division, Regional Support Branch
Office of the Procurement Executive
U.S. Department of State
wardbw@state.gov

Contracting Officer's Representative (COR):

Darren Manning
U.S. Department of State, Bureau of African Affairs
Office of Regional Peace, and Security (AF/RPS)
manningdv@state.gov

Branch Chief for AQM

Kelly Wagner
World Wide Division, Regional Support Branch
Office of the Procurement Executive
U.S. Department of State
Wagnerkm2@state.gov

Task Order Level

Contracting Officer, COR, and ACOR (if needed) will be identified at the task order level.

Note: Only a DOS warranted Contracting Officer is authorized to issue a Task Order Request (TOR) and task order award. This IDIQ contract is not authorized for ordering by other Government agencies.

G.1.1 CONTRACTING OFFICER

- a. The Contracting Officer (CO) has the sole authority to modify the terms of this contract. The Contractor is responsible for ensuring that all deviations from contract requirements are approved in advance by the CO. The Contractor and its senior employees who interact with officials from the U.S. Government shall have a sound understanding of the authority that the CO, COR, and GTM each possess. It is incumbent upon the Contractor to notify the CO if any U.S. Government employee takes action (or appears to take action) outside of their authority.
- b. Written communications regarding the administration of this contract shall refer to the contract number and applicable TO number(s), and shall be submitted electronically to

the CO, COR, and any alternate points of contact.

- c. 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.
- d. Depending on the nature of required support, the Government reserves the right to utilize third party contractors to assist in contract administration.

G.1.2 DOSAR 652.242-70 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- a. The Contracting Officer may designate in writing one or more Government employees, by name and position title, represent 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 responsibilities of the COR and any ACORs include, but are not limited to:
 - 1. Recommending to the Contracting Officer deductions for payment for hours not worked
 - 2. Advising the Contracting Officer of nonperformance or unsatisfactory performance
 - 3. Advising the Contracting Officer of any factors that may cause delay in performance of work, and
 - 4. Reviewing and approving invoices for payment.
- c. The COR, and any other representatives (ACOR), will be appointed in writing by the Contracting Officer.
- d. The Contracting Officer reserves the right to appoint other individuals, such as, but not limited to, Government Technical Monitors, Property Administrators, and Plant Clearance Officers to assist in the administration of this contract and any resultant TOs. Depending on the nature of required support, the Government reserves the right to utilize third party Contractors to assist in contract administration.
- e. The Government control of the Project at the site shall be under the direction of the COR. The COR is the authorized representative of the Contracting Officer as to the interpretation of the Contract Drawings, Specifications, and other contract terms within the COR's express delegation of authority from the Contracting Officer which will be provided in writing. The COR shall obtain the decision of the Contracting Officer when

necessary.

G.1.3 Contractor's Program Manager

The Program Manager shall act as the central point of contact with the Government for all program-wide technical issues and will represent the Contractor at all post-award status meetings. The Program Manager shall be responsible for all issue resolution, program management, and other contract support including providing comprehensive account support for the GLOBALCAP contract. The Program Manager is responsible for overall contract performance and shall not serve in any other capacity under this contract.

G.1.4 Government Personnel

No Government representative, unless that representative is designated or appointed as a Contracting Officer, has authority to issue technical direction which: (1) Constitutes an assignment of additional work outside the Statement of Work; (2) Constitutes a change as defined in the contract clause entitled "Changes;" (3) In any manner causes an increase or decrease in the total price or the time required for contract performance; or (4) Changes any of the expressed terms, conditions or specifications of the contract. Any work performed by the Contractor at the direction of other than a warranted Contracting Officer, acting within the limitations of their authority, shall be at the Contractor's own risk and expense.

G.2 General Invoice Instructions

The Contractor shall follow the below instructions for invoice payment, unless otherwise indicated in the individual TOs. Please refer to Section G.3 for expanded invoice instructions.

- a. *Definitions.* As used in these instructions:
"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. Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with the IPP application can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone at (866) 973-3131.
- c. 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. Examples of supporting documentation include requests/approvals for additional hours, travel requests/approvals, hardware/software purchase

request/approvals as applicable.

- 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]

To constitute a proper invoice, the invoice must include, in part, the following information and/or attached documentation:

- a. Name and Address of the Contractor
- b. Unique Entity Identifier (UEI)
- c. Date of invoice
- d. Unique Vendor Invoice Number - Our Financial System cannot accept the following characters: @ (at symbol), ~ (Tilde), & (Ampersand), ' (Apostrophe), " (Quotation) and spaces. Please do not include any of these characters as part of your invoice number.
- e. Remittance Contact Information
- f. Shipping Terms, Ship to Address
- g. Payment Terms
- h. Total Quantity of Items
- i. Total Invoice Amount
- j. Requisition Number, Contract Number and Order/Award Number, with modification number if applicable.
- k. Order line item number and information (see below instructions)

The name and UEI of the Contractor on the invoice must match the information indicated on the order/award for proper payment.

IMPORTANT: For proper payment, the invoice must detail products and/or services delivered on a line-item basis in direct accordance with the corresponding order/ award/contract. Each line item must contain the following information:

- a. **Description of the services rendered for each line item**
- b. **Line Item Quantity**
- c. **Line Item Unit Price**
- d. **Total Line Item Invoicing Amount**
- e. **Delivery Date**
- f. **Contract Line Item Number (CLIN)**
- g. **Order/Award Line Item Number if invoicing against a task or delivery order or Blanket Purchase Agreement (BPA)**

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

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

G.3 Expanded Invoice Instructions

- a. To constitute a proper invoice, the Contractor shall provide the following as an expansion to what is required under Section G.2.
- b. The invoice shall contain all information required in Sections G and I, including, when applicable, FAR 52.216-7 (Allowable Cost and Payment), FAR 52.232-7 (Payments under Time-and-Materials and Labor- Hour Contracts), DOSAR 652.232-70 [Payment Schedule and Invoice Submission (Fixed-Price)], and DOSAR 652.232-71 [Voucher Submission (Cost-Reimbursement)].
- c. The invoice shall include a listing of each service and supply according to the CLIN structure identified in the contract and task order.
- d. The electronic copy of the invoice shall be provided, in the Invoice Processing Platform (IPP), in Microsoft Excel format with an Excel Workbook containing a Summary Sheet as well as supporting Detail Sheets. The attachment shall contain the Microsoft Excel Workbook as well as PDF files of all supporting documentation. Large invoices and attachments must be sent via attachment as a zip file in the IPP.
- e. Invoices specifically require review and approval of the COR prior to payment. Timely submittal of routine invoices is a necessary condition of this contract, and any report or invoice that is delinquent or inadequate may be sufficient to report negative past performance to the Contracting Officer (CO). Continuously deficient performance or improper conduct on the part of contract personnel may result in the termination of the contract.
- f. The following show the requirements for the Summary Sheet:
 - 1. Contract's maximum quantity
 - 2. Billed total for each CLIN
 - 3. Contract-year-to-date billed
 - 4. Contract-year-to-date paid by Government
 - 5. Contract inception to date cumulative billed (since contract effective date)
 - 6. Contract inception to date cumulative paid by Government (since contract effective date)
 - 7. Task order name

8. Task order number
9. Task order obligated dollar amount
10. Billed total for the CLIN (for the task order)
11. Billed total for each sub-CLIN, if applicable (for the task order)
12. Task order-year-to-date billed
13. Task order-year-to-date paid by Government
14. Task order inception to date cumulative billed (since task order effective date)
15. Task order inception to date cumulative paid by Government (since task order effective date)

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

1. For fixed-price arrangements (i.e., task orders or line items in a task order) and unless otherwise stated in the task order, when payment is made not based on actual costs incurred, the Contractor shall submit the monthly apportionment of the awarded fixed-price. The monthly apportionment shall be the awarded fixed-price for the task order period divided by the number of months in the task order period. For example, if a task order includes a base period of one year, the monthly apportionment during the base period shall be the awarded fixed-price for the base period divided by 12 months.
2. For all fixed-price arrangements, the Contractor shall submit evidence of Government inspection and acceptance of services and supplies required by the task order(s). Such evidence may include, but is not limited to, one of the following signed by an authorized Government representative: Receipt, Inspection and Acceptance form; DS-127 form; Inventory Document Listing(s); Bill of Lading(s); Packing List(s); and Proof of Delivery.
3. For each direct labor cost under labor-hour arrangements and under the time portion of time-and-materials arrangements, the Contractor shall submit the following, as applicable:
 - a. CLIN
 - b. Sub-CLIN
 - c. Contract-specified labor category
 - d. Government-specified labor category
 - e. Internal labor category/employee title
 - f. Name of employee
 - g. Fixed fully-loaded hourly labor rate
 - h. Actual incurred hours
 - i. Subtotal
4. For each direct labor cost under arrangements when payment is made based on actual costs incurred (e.g., cost- reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall submit the following, as applicable:

- a. CLIN
 - b. Sub-CLIN
 - c. Contract-specified labor category
 - d. Government-specified labor category
 - e. Internal labor category/employee title
 - f. Name of employee
 - g. Actual incurred unloaded hourly labor rate
 - h. Actual incurred hours
 - i. Applicable provisional billing indirect cost rate description (e.g., Overhead, G&A)
 - j. Applicable provisional billing indirect cost rate(s) negotiated in the contract (or rates subsequently approved by Contractor's CFAO but not yet incorporated into the contract, subject to the ceiling indirect cost rates negotiated in the contract)
 - k. Provisional billing indirect cost
 - l. Subtotal
5. For each other direct cost (ODC) and material [as defined in FAR 52.232-7(b)(1)(ii)(A), (B), and (C) (Payments under Time-and-Materials and Labor-Hour Contracts)] under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall submit the following, as applicable:
- a. CLIN
 - b. Sub-CLIN
 - c. Description of the ODC or Material
 - d. Actual incurred unit cost
 - e. Unit of measurement
 - f. Actual incurred units
 - g. Applicable provisional billing indirect cost rate description (e.g., Overhead, G&A)
 - h. Applicable provisional billing indirect cost rate(s) negotiated in the contract (or rates subsequently approved by Contractor's CFAO but not yet incorporated into the contract, subject to the ceiling indirect cost rates negotiated in the contract)
 - i. Provisional billing indirect cost
 - j. Subtotal
6. For travel costs under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall include, in addition to the preceding "ODC" paragraph, a Travel Expense Report (TER) by trip that includes a daily breakdown of all actual incurred travel costs. The breakdown shall consist of at least the

following, as applicable:

- a. CLIN
- b. Sub-CLIN
- c. Contract-specified labor category
- d. Government-specified labor category
- e. Internal labor category
- f. Traveler name
- g. Title of traveler or relationship of traveler to contractor
- h. Purpose of trip
- i. Dates of travel
- j. Number of days of travel
- k. Origin
- l. Destination
- m. Airfare or train fare
- n. Lodging cost per night
- o. Lodging per diem, as indicated in FTR, JTR, or DSSR
- p. Meals and incidental expenses (M&IE) cost
- q. Meals and incidental expenses (M&IE) per diem, as indicated in FTR, JTR, or DSSR
- r. Ground transportation cost per day
- s. Parking cost per day
- t. Tolls cost per day
- u. Subtotal

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

7. For arrangements when payment is made based on actual hours incurred (e.g., labor-hour arrangements and the time portion of time-and-materials arrangements) or actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall attach, as applicable, the following documentation to each invoice:
 - a. Evidence of Government inspection and acceptance of services and supplies required by the task order. Such evidence may include, but is not limited to, one of the following signed by an authorized Government representative: Receipt, Inspection and Acceptance form; DS-127 form; Inventory Document Listing(s); Bill of Lading(s); Packing List(s); and Proof of Delivery.

- b. Individual time sheets for employees billed directly, signed electronically or physically by the employee and the employee's supervisor, to support the number of hours worked for the invoice period. The total of all hours worked from the time sheets must match or exceed the summary of hours on the invoice.
- c. For the initial billing of each given employee under each cost-reimbursement arrangement or under the materials portion of each time-and-materials arrangement, submit a copy (in English, and if applicable, the native language of the source country labor supply) of the employer/employee agreement, showing the negotiated annual salary and/or negotiated hourly labor rate.
- d. Copy of payroll record for any employee who performed overtime. Payroll record must show that the Contractor's payment for each overtime hour shall be, at a minimum, at the regular hourly labor rate that the employee actually receives for normal workweek performance, and, if applicable, at the overtime premium that the employee actually receives for overtime performance.
- e. Unless otherwise stated in this contract or the given task order, invoices claiming reimbursement for ODCs or direct materials ordered through subcontractors/vendors shall include copies of receipts showing payment to the respective subcontractors/vendors.
- f. Travel expense reports and consultant invoices. On each Travel Expense Report (TER) and on each consultant invoice:
 - 1. Include a certification statement that matches or is similar to the following: "I hereby certify that, to the best of my knowledge, all payments requested herein are accurate and complete, have not been received by me, are for the sole and legitimate purpose of providing a benefit under this contract, and are in accordance with any agreement I have with this company."
 - 2. The employee or consultant shall manually sign, or digitally sign with a digitally certified signature, the TER and consultant invoice.
- g. The first invoice on which travel costs appear under a given task order shall include a copy of the Contractor's established travel policy.
- h. If paying Post Hardship Differential Pay and Danger Pay is part of the Contractor's established incentive compensation plan or policy, and followed consistently, pursuant to FAR 31.205-6(f)(1)(i) (Bonuses and Incentive Compensation), the first invoice for each task order shall

- include a copy of such plan or policy that describes in detail the Contractor's payment of Post Hardship Differential Pay and Danger Pay to its eligible employees, including calculation method(s) of such payment.
- i. The first invoice for each task order shall also include a description of how the plan or policy is followed consistently, and how the basis for the Contractor's payment of Post Hardship Differential Pay and Danger Pay is supported, pursuant to FAR 31.205-6(f)(1)(ii) (Bonuses and Incentive Compensation).
 - j. If paying Post Hardship Differential Pay and Danger Pay is part of the employer/employee agreement entered into in good faith between the Contractor and its employees before the services are rendered, pursuant to FAR 31.205-6(f)(1)(i) (Bonuses and Incentive Compensation), the first invoice (for each task order) in which an employee is billed shall include a copy of the employer/employee agreement.
 - k. The first invoice for each task order shall also include a description of how the basis for the Contractor's payment of Post Hardship Differential Pay and Danger Pay is supported, pursuant to FAR 31.205-6(f)(1)(ii) (Bonuses and Incentive Compensation).
 - l. The first invoice for each task order shall include a copy of the DBA Insurance policy negotiated between the Contractor and its DBA Insurance carrier, or copy of the self-insured program and Department of Labor approval if the Contractor is a Department of Labor-approved self-insurer. In either case, such copy shall show that sufficient DBA Insurance coverage has been obtained for the entire period of performance for the task order.
 - m. Invoices claiming reimbursement for DBA Insurance costs shall include copies of the invoice from and evidence of payment to the DBA Insurance carrier.
 - n. The Contractor shall submit evidence that it determined its actual incurred ODCs and costs for materials [as defined in FAR 52.232-7(b) (1) (ii) (A), (B), and (C) (Payments under Time-and-Materials and Labor- Hour Contracts)] to be fair and reasonable.
- h. All submitted invoices shall be in English. All backup documentation either shall be in English or accompanied by a substantive translation with an affidavit of accuracy signed by the translator.
- i. The United States Dollar (USD) is the currency for all values, rates, costs, prices, etc., specified in this contract, its resultant task orders, and all related documents.

- j. The Contractor shall make every effort to submit original invoices within 30 calendar days after the end of each given invoice period.
- k. Any invoice or voucher, other than the completion invoice or voucher referenced in FAR 52.216-7(d)(5) (Allowable Cost and Payment) and FAR 52.232-7(f) (Payments under Time-and-Materials and Labor-Hour Contracts), shall be rejected if it is received after the end of the six-month period following the expiration of the contractor fiscal year in which task order performance occurred or dollar amounts were incurred. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor prior to the six-month deadline and granted in writing by the Contracting Officer. If applicable, no extension shall surpass the deadline to submit the Contractor's final indirect cost rate proposal identified in FAR 52.216-7(d)(2)(i).
- l. The completion invoice or voucher referenced in FAR 52.216-7(d)(5) (Allowable Cost and Payment) and FAR 52.232-7(f) (Payments under Time-and-Materials and Labor-Hour Contracts) shall not contain direct costs, fully-loaded hourly labor rates, and/or unit prices that had been incurred during the period of performance but not yet billed, or shall not contain dollar amounts that should have been billed according to the payment schedule identified in the task order.
- m. If the Government questions selected costs/prices during its detailed review, the Government will not make payment both on the questioned and allowable amounts, and will reject the entire invoice. Therefore, the Government will not "short-pay" the invoice.
- n. If the Contractor finds it necessary, for a given billing period, to submit an invoice that supplements an original or otherwise previously submitted invoice for that period, the Contractor shall mark the supplemental invoice with the same original or otherwise previous invoice number, but adding "SUP_" to the invoice number. Each supplemental invoice for a given billing period shall be marked sequentially (e.g., SUP1, SUP2, SUP3, etc.) and submitted within 60 calendar days of the submission date of the original or otherwise previous invoice. The Contractor shall make every effort not to submit supplemental invoices and shall include in the supplemental invoice the reasons for submission of such invoice.
- o. If the Government determines an invoice improper, the invoice is considered rejected and the Contractor will be promptly notified in writing. In such notification, the Government will identify the reasons for rejection. If the Contractor decides to resubmit the invoice, it shall resubmit it within 60 calendar days of receipt of the rejection notification under the same invoice number, but adding "REV_" to the number to indicate the revision. Each revision for a given billing period shall be marked sequentially (e.g., REV1, REV2, REV3, etc.) and submitted within 60 calendar days of receipt of the applicable rejection notification. Each revision shall include the Government's reasons for rejecting the invoice, the Contractor's respective responses, and adequate information and/or documentation.

G.4 Payment for Authorized Work

- a. Full payment for each invoice is contingent upon the Contractor meeting the acceptable quality levels, measurable performance standards, or otherwise minimum task order requirements for the invoice period.
- b. The Contracting Officer is the ultimate Government authority in determining whether the Contractor has met the acceptable quality levels, measurable performance standards, or otherwise minimum task order(s) requirements for the invoice period. The processing/payment of invoices can be delegated to the Contractor Officer's Representative (COR).
- c. The Contracting Officer's Representative and/or the Alternative Contracting Officer's Representative will provide the Contracting Officer with recommendations concerning Contractor performance.
- d. If the Contracting Officer, after conferring with the Contracting Officer's Representative, has determined that the Contractor has not met the acceptable quality levels, measurable performance standards, or otherwise minimum task order(s) requirements for the invoice period, request for Contractor re-performance and/or reduction in price, fee, or labor rate shall be processed via the appropriate Inspection clause(s) in the Federal Acquisition Regulation (i.e., FAR 52.246-4, FAR 52.246-5, and FAR 52.246-6).
- e. The Government maintains the right after paying an invoice (except after paying the final invoice) to audit the Contractor's books and records, and settle any underpayments or overpayments as permitted by law or regulation.
- f. For fixed-price arrangements (i.e., task orders or line items in a task order) when payment is made not based on actual costs incurred, and the Contracting Officer or Contracting Officer's Representative determined that the Contractor had met the acceptable quality levels, measurable performance standards, or otherwise minimum task order(s) requirements for the invoice period, the Government will pay the monthly apportionment of the awarded fixed-price. Unless otherwise stipulated in the task order, the monthly apportionment shall be the awarded fixed-price for the task order period divided by the number of months in the task order period. For example, if a task order includes a base period of one year, the monthly apportionment during the base period shall be the awarded fixed-price for the base period divided by 12 months.

G.5 Non-Payment for Unauthorized Work

No payments will be made for any unauthorized services or supplies, for services without proper documentation, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of its own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

G.6 Final Invoice

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

G.7 Quick-Closeout Procedure

- a. The Contracting Officer may authorize the quick-closeout procedure at the task order level if the conditions stipulated in FAR 42.708(a) (Quick-Closeout Procedure) are met.
- b. In accordance with FAR 42.708(b), a determination of final indirect costs under the quick-closeout procedure shall be final for the task order it covers and no adjustment shall be made to other contracts (or task orders) for over- or under-recoveries of costs allocated or allocable to the contract covered by the agreement.
- c. Indirect cost rates used in the quick closeout of a task order shall not be considered a binding precedent when establishing the final indirect cost rates for other contracts (or task orders).

G.8 Changes to Teaming Arrangements/Joint Ventures

In the event that a teaming arrangement or joint venture is awarded an IDIQ contract, at any time during the contract period of performance, if the Government becomes aware that one or more of the parties to the team or joint venture have changed, the Government reserves the right to deny the awardee contractor the opportunity to be considered for future task order requirements.

(End of Section G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Process and Criteria for Issuing and Awarding Task Orders

Clause H.1 captures the *ordering instructions* for issuing and awarding task orders. All services/equipment under this IDIQ contract are to be performed/delivered in accordance with the IDIQ contract/task order terms issued by the Contracting Officer. Only a DOS warranted Contracting Officer is authorized to issue a Task Order Request (TOR) and task order award. Task orders will be issued IAW FAR 16.505, "Ordering". At the task order level, a "TOR" will be issued in lieu of "RFP" to encourage and guide the contracting officer to follow the procedures of FAR 16.5 instead of FAR 15.3 when placing task orders.

Task Order Request (TOR) is used as the nomenclature in the IDIQ for which fair opportunity solicitations will be sent. However, at the task order level, the CO might use other terms such as Fair Opportunity Proposal Request (FORP) or Task Order Proposal Request (TORP) dependent on CO preference for nomenclature. This terminology alone will not ensure adherence to FAR 16.5 procedures; the methods and procedures of the TOR must differ in substance to FAR 15.3 to fully ensure compliance with FAR 16.5.

The following will apply to the task orders under this IDIQ contract.

- a. The task order(s) will be the vehicle through which contract performance will occur. For each contemplated task order, the Contracting Officer will issue a written Task Order Request (TOR) that will include, at a minimum, the following information:
 1. The due date for proposal submissions.
 2. A description of the services.
 3. Task order type(s).
 4. The place of performance.
 5. Location of neutral sites.
 6. The period of performance.
 7. Specific selection criteria.
 8. Any additional instructions for proposal submission not contained in this section.
 9. Any other information deemed appropriate by the Contracting Officer.
- b. Unless otherwise determined by the CO, the Contractor will not be required to submit mandatory task order proposals for every requirement. If adequate competition (two or more proposals per the FAR) is not obtained following issuance of a TOR, the Government may extend the proposal due date and require all contractors in the eligible competition pool to submit a proposal in response to the TOR. Additionally, at the discretion of the CO, the TOR may require mandatory proposals for a particular site. An offeror's task order proposal shall be valid for at least 150 days from the closing date and time specified within the TOR.
- c. At the discretion of the CO, a draft PWS/SOW, TOR, and/or draft pricing tables may be

released and allow the offerors the opportunity for questions and answers.

- d. The offeror must have sufficient procedures and personnel in place to provide a proposal and/or quote within ten (10) business days of issuance of the TOR. Offerors must inform the Government within eight (8) business days if they will not respond to the TOR. The Government will, to the maximum extent practicable, provide the offeror with a longer response time.
- e. Task orders shall be placed by electronic commerce, such as e-mail.
- f. A TOR is a solicitation it is not a task order award itself and does not authorize performance. Any direct cost associated with TOR responses is unallowable.
- g. The terms and conditions of the IDIQ contract take precedence over task order terms and conditions.
- h. Individual task orders may be awarded through the last day of the IDIQ contract period of performance. When task orders are awarded in the last year of the IDIQ, they can include no more than two option periods. In summary, no task orders, or option periods on task orders, may extend more than two (2) years after the expiration of the basic IDIQ contract or FAR 52.217-8 (if exercised).
- i. Task orders shall include (if required) – CLINs; description of the work; quantities; funded amounts; ceiling values; period of performance; deliverables; performance work standards; performance schedule; contract administration information, including government points of contact and associated contracting office information; and other data, as appropriate.
- j. Performance under a task order shall not begin prior to the period of performance start-date as stated in the task order. The Government will explore all available remedies if a Contractor fails to begin performance within the time frame mentioned at the task order level.
- k. Task orders can include multiple option periods and can be up to five years in total length. Task orders may be longer than five years, only if they adhere to the Determination and Findings (D&F) documentation and approval process.
- l. The Contracting Officer intends to make task order awards without negotiations. Therefore, each offeror should initially submit its most favorable terms. However, the Government may elect to make award with negotiations if it is determined to be in the Government's best interest.
- m. The Contracting Officer reserves the right to withdraw or cancel the TOR.
- n. The price proposal shall include, as applicable, the NTE fully-loaded hourly labor rates negotiated in the contract (or discounted rates), NTE equipment unit price negotiated in the contract (or discounted NTE unit prices), and applicable provisional billing indirect cost rates negotiated in the

contract (or rates subsequently approved by Contractor's CFAO but not yet incorporated into the contract, subject to the ceiling indirect cost rates negotiated in the contract). Certified cost or pricing data, as defined in FAR subpart 15.4, will not be required if an exception identified in FAR 15.403-1 or 15.403-2 applies.

- o. In the price proposal, for fixed-price arrangements (i.e., task orders or line items in a task order), the Contractor shall submit the following, as applicable:
 - 1. CLIN
 - 2. Sub-CLIN
 - 3. Contract-specified labor category
 - 4. Government-specified labor category
 - 5. Internal labor category
 - 6. NTE fully-loaded hourly labor rates negotiated in the contract (or discounted NTE rates) for existing labor categories
 - 7. Build-up of proposed fully-loaded hourly labor rates for new labor categories
 - 8. Proposed hours
 - 9. Labor subtotal
 - 10. Description of each ODC
 - 11. Proposed unit price for each ODC
 - 12. Unit of measurement for each ODC
 - 13. Proposed units
 - 14. ODC subtotal
 - 15. Total
- p. In the price proposal, for each direct labor cost under labor-hour arrangements and under the time portion of time-and-materials arrangements, the Contractor shall submit the following, as applicable:
 - 1. CLIN
 - 2. Sub-CLIN
 - 3. Contract-specified labor category
 - 4. Government-specified labor category
 - 5. Internal labor category
 - 6. NTE fully-loaded hourly labor rates negotiated in the contract (or discounted NTE rates) for existing labor categories
 - 7. Build-up of proposed fully-loaded hourly labor rates for new labor categories
 - 8. Proposed hours
 - 9. Subtotal
- q. In the price proposal, for each direct labor cost under cost-reimbursement arrangements and the materials portion of time-and-materials arrangements, the Contractor shall submit the following, as applicable:
 - 1. CLIN
 - 2. Sub-CLIN

3. Contract-specified labor category
 4. Government-specified labor category
 5. Internal labor category/employee title
 6. Name of employee
 7. Proposed unloaded hourly labor rate
 8. Proposed hours
 9. Applicable provisional billing indirect cost rate description (e.g., Overhead, G&A)
 10. Applicable provisional billing indirect cost rate(s) negotiated in the contract (or rates subsequently approved by Contractor's CFAO but not yet incorporated into the contract, subject to the ceiling indirect cost rates negotiated in the contract)
 11. Provisional billing indirect cost
 12. Subtotal
- r. In the price proposal, for each other direct cost (ODC) under cost-reimbursement arrangements and each material [as defined in FAR 52.232-7(b)(1)(ii)(A), (B), and (C) (Payments under Time-and-Materials and Labor-Hour Contracts)] under the materials portion of time-and-materials arrangements, the Contractor shall submit the following, as applicable:
1. CLIN
 2. Sub-CLIN
 3. Description of the ODC or material
 4. Proposed unit cost
 5. Unit of measurement
 6. Proposed units
 7. Applicable provisional billing indirect cost rate description (e.g., Overhead, G&A)
 8. Applicable provisional billing indirect cost rate(s) negotiated in the contract (or rates subsequently approved by Contractor's CFAO but not yet incorporated into the contract, subject to the ceiling indirect cost rates negotiated in the contract)
 9. Provisional billing indirect cost
 10. Subtotal
- s. In the price proposal, for travel costs under any arrangement and in addition to the applicable ODC instructions above, the Contractor shall submit the following, as applicable:
1. CLIN
 2. Sub-CLIN
 3. Contract-specified labor category
 4. Government-specified labor category
 5. Internal labor category
 6. Traveler name (if known)
 7. Title of traveler or relationship of traveler to Contractor (if traveler is known)
 8. Purpose of trip
 9. Proposed/estimated dates of travel (if known)
 10. Proposed/estimated number of days of travel
 11. Origin
 12. Destination

13. Proposed/estimated airfare or train fare
14. Proposed/estimated lodging cost per night
15. Lodging per diem, as indicated in FTR, JTR, or DSSR
16. Proposed/estimated meals and incidental expenses (M&IE) cost per day
17. Meals and incidental expenses (M&IE) per diem, as indicated in FTR, JTR, or DSSR
18. Proposed/estimated ground transportation cost per day
19. Proposed/estimated parking cost per day
20. Proposed/estimated tolls cost per day
21. Subtotal

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

The Contractor shall note in its proposal the respective methods used and/or intended to be used. 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 (i.e., task order or line item in a task order), the Contractor shall submit with its task order proposal a memorandum explaining why it does not intend to use a U.S.-flag air carrier service. Inclusion of such costs in the negotiated fixed-price is contingent upon Government acceptance of such explanation.

- t. In the price proposal, for Post Hardship Differential Pay and Danger Pay costs, under any arrangement, the Contractor shall submit a breakdown of the proposed/estimated costs.
- u. In the price proposal, for DBA Insurance costs under any arrangement, the contractor shall submit a breakdown of the proposed/estimated costs.
- v. Work schedules must correspond to training and operational mission requirements, as well as appropriate safety requirements. The Contractor may adjust work schedules to accommodate the religious, cultural, and climatic conditions pertaining to the host nation work force as well as those existing in aid recipient nations.
- w. Special construction requirements will be determined at the task order level and will be identified in the TOR.
- x. Upon receipt of proposals, the Government will evaluate the proposals and award a task order to the successful offeror. The Government will issue task orders based on an integrated assessment in accordance with the evaluation criteria specified in the TOR. Examples of evaluation criteria may include, but is not limited to, technical, project experience, key personnel, and price. Note: The Government is not required to evaluate past performance at the task order level. The Government will identify the order of relative importance of evaluation factors and significant sub-factors, if applicable in the TOR. Typically, the TOR will require a technical and price proposal. The specific submission requirements will be identified at the task order level and will be conducted IAW FAR

subpart 16.5.

- y. At the task order level, the term “Interchanges” might be used in lieu of the term “Discussions” to distinguish between FAR 15.3 and FAR 16.5 ensuring there is no confusion that the task orders are being executed IAW FAR 16.5. Interchanges is a recommended term to use when conducting exchanges via FAR 16.5.
- z. The Government reserves the right to reject any TOR response that is determined to be unacceptable under non-price factors or contains an unreasonable (i.e., too high) price. During evaluation, if the Government determines that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the applicable task, it may not be considered for further evaluation.
- aa. The Government will evaluate price to ensure that the awarded price is fair and reasonable. The Government intends to use one or more of the proposal analysis techniques identified in FAR 15.404-1 when evaluating the price proposal. As part of its evaluation, the Government will verify, when included, the NTE fully-loaded hourly labor rates negotiated in the contract (or discounted NTE rates), NTE equipment unit prices negotiated in the contract (or discounted NTE unit prices), and the applicable provisional billing indirect cost rates negotiated in the contract (or rates subsequently approved by Contractor’s CFAO but not yet incorporated into the contract, subject to the ceiling indirect cost rates negotiated in the contract). The Government will also verify the arithmetic accuracy of the proposed costs and prices. Unless the Government requires submission of certified cost or pricing data, the Government intends to require and review data other than certified cost and pricing data to assist in the price evaluation.
- bb. The Contractor shall adhere to procurement restrictions under the Foreign Assistance Act. Procurement restrictions are subject to change and the most recent version will be provided at Task Order level.

H.2 Contractor Commitments, Special Warranties, and Representations

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. 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:

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.

- a. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - 1. Obtain all warranties that are required by the Contract documents and those that would be given in normal commercial practice;

2. Require all warranties to be executed, in writing, for the benefit of the Government, unless otherwise directed by the Contracting Officer; and
 3. Enforce all warranties for the benefit of the Government, unless otherwise directed by the Contracting Officer.
- b. The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than with request for inspection for Substantial Completion.

H.3 Contact Information for Sensitive and/or Operational Positions

The Department of State relies on a blended workforce consisting of contractor and direct hire personnel to perform its mission. The Department may require the ability to contact essential contractor personnel outside the work environment in the event of an emergency, natural disaster, or similar situation. Contractors may be required to provide outside contact information for personnel performing tasks under this contract when requested by the Contracting Officer's Representative (COR). This information will be protected in accordance with 3 FAM 1218.3.

H.4 Government-Furnished Equipment and Space (on-site) & Granting of Government Owned Furnished Equipment

For Contractor personnel performing work on Government premises, the Government shall provide: onsite office space, furniture, telephone service, and any other necessary supplies and equipment. When a contractor procures equipment for the government, they are responsible for capturing all the items in their Property Book that shall be submitted as required.

If any equipment items are lost, damaged, or destroyed, the contractor provides the list with a justification and recommendation for removal from their property book to the Contracting Officer's Representative (COR). If the COR approves removal, the contract is modified to remove the items from the task order and the property book.

The COR is the only individual that has the authority to determine what property items can be granted to the Host Nation.

This process requires an Action Memo and Property List (including items, quantities, and values) to be provided by the contractor to the COR for submission to the AQM Grants Officer.

The grants officer then generates a signed DS-1909 form back to AF/RSA, which requires a signature from a representative of that host nation. The United States government representative for that host nation facilitates acquiring the signature. The form is then re-submitted to the AQM grants officer through the COR.

A requisition is generated by AF/RSA and submitted to AQM to execute a contract modification to remove the property items from the task order.

The grant process is now considered complete.

H.5 Insurance Requirements

In accordance with FAR 52.228-5 "Insurance Work on a Government Installation," the Contractor shall, at its own expense, provide and maintain, during the entire period of performance of each task order, the following types of insurance in the amounts specified. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that at least the kinds and minimum amounts of insurance required below have been obtained.

- a. **Workers' Compensation and Employer's Liability** – The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$5,000,000 is required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private earners.
- b. **General Liability** – The Contractor shall provide bodily injury liability insurance coverage written on the comprehensive form policy of at least \$5,000,000 per occurrence.
- c. **Automobile Liability** – The Contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$2,000,000 per person and \$2,000,000 per occurrence for bodily injury and \$2,500,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- d. **Aircraft Public and Passenger Liability** – When aircraft are used in connection with performing the contract, the Contractor shall provide aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per occurrence for property damage. Coverage of passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- e. **Vessel Liability** – When contract performance involves use of vessels, the Contractor shall provide vessel collision liability and protection and indemnity liability insurance.
- f. **Workers' Compensation and War-Hazard Insurance Overseas.**
- g. In addition, the Contractor shall, at Government expense, provide and maintain, during the

entire performance period of each task order Defense Base Act (DBA) Insurance. Before beginning performance of each task order, the Contractor shall submit a copy of the DBA Insurance policy negotiated between the Contractor and its DBA Insurance carrier, or copy of the self-insured program and Department of Labor approval if the Contractor is a Department of Labor-approved self-insurer. In either case, such copy shall show that sufficient DBA Insurance coverage has been obtained for the task order.

- h. The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site. The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from, or incident to, the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.
- i. Time for Submission of Evidence of Insurance. The Government will require evidence of sufficient coverage for Aircraft Public and Passenger Liability Insurance and Vessel Liability Insurance. The Contractor shall provide evidence of the insurance required at the Task Order level thirty (30) calendar days after Task Order award.
- j. The Contractor shall ensure that all contractor personnel used to execute services under this contract are adequately covered by insurance. Contractor insurance coverage shall comply with the provisions issued by the controlling legal authority in the host nation and receiving nation(s) against any service-related illness, injuries, death or disability, and third-party liability, as well as with all United States applicable laws and regulations. The Contractor shall submit proof of such insurance to the Contracting Officer before commencing action under this contract.

H.6 Bonds and Licenses

The Contractor shall provide any official bonds and/or licenses required for the performance of this contract.

H.6.1 TASK ORDERS WITH CONSTRUCTION REQUIREMENTS:

H.6.1.1 Bonds Required

The Contractor shall furnish (1) performance and payment bonds on the forms provided by and from sureties acceptable to the Government, in the amount of 25% of the contract price for the performance bond and 25% of the contract price for the payment bond, or (2) comparable alternate security approved by the Government as authorized and in accordance with Federal Acquisition Regulation (FAR) Section/Part 28.204, Alternatives in Lieu of Corporate or Individual Sureties. The amount for all required bonds shall be based on the established contract price.

NOTE: The minimum value of the irrevocable letters of credit shall be 25 percent of the contract value for each ILC. A separate ILC is required for each bond. Only federally insured financial

institutions rated investment grade or higher shall issue or confirm the ILC. See FAR 28.204-3, Irrevocable Letter of Credit (ILC).

H.6.1.2 Time for Submission

The Contractor shall provide the bonds required by paragraph H.5.1.1 thirty days after contract award. Failure to timely submit (1) the required bonds other security acceptable to the Government; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government. Should the contract be terminated, the contractor will be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction)" (see Section/Paragraph I.153).

H.6.1.3 Coverage

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

H.6.1.4 Duration of Coverage

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government, at which time the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

H.7 Permits

The Contractor shall obtain all permits, licenses, and appointments required for the work under this contract. The Contractor shall obtain permits, licenses, and appointments in compliance with host country laws. Failure to be fully licensed by date planned for commencement of task order performance may result in task order termination. The Contractor shall be responsible for application, justification, and certifications for any licenses required by the host government. Once the task order is awarded, the Embassy will assist the Contractor in obtaining applicable permits and licenses as necessary. The Contractor shall request any assistance in writing to the Contracting Officer. Government assistance does not guarantee that the Contractor will receive necessary licenses or permits. The Government will pay or reimburse the Contractor for allowable permits.

H.8 Contractor Personnel

H.8.1 KEY PERSONNEL

Key personnel are those Contractor personnel considered to be essential to the performance of the contract and TOs and are identified as "Key" in the task order. Key personnel are only applicable at the task order level.

The Contractor's Program Manager, <Name>, is designated as key, and may only be replaced with the approval of the Program Manager and the CO, in accordance with the terms and conditions of Section H.23. The Contractor's Program Manager identified for this contract is:

- a. Name:
- b. Mobile Telephone:
- c. E-Mail Address:

If the Government determines that certain personnel are "key" to successful completion of a TO, they will be designated as "Key TO Personnel" in the TO. Key TO Personnel are defined as follows:

- a. Personnel identified in the TO Proposal as key individuals to be assigned for participation in the performance of the TO
- b. Personnel whose resumes were submitted with the TO Proposal; or
- c. Individuals who are designated as key personnel by agreement of the Government and the Contractor during TO negotiations.

H.8.2 SUBSTITUTION OF KEY PERSONNEL

The Contractor shall notify the CO and the COR prior to making any changes in Key Personnel performing under the TO's. No changes in Key Personnel shall be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the Key Personnel being replaced. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The CO shall be notified in writing of any proposed substitution at least sixty (60) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- a. an explanation of the circumstances necessitating the substitution
- b. a complete resume of the proposed substitute, and
- c. any other information requested by the CO to enable him/her to make a key personnel replacement determination

The CO and COR shall evaluate TO level substitutions. Requests will be reviewed promptly the Contractor will receive timely written notification of his/her approval or disapproval in writing. All disapprovals will require resubmission of another substitution within 15 calendar days of receipt of the written denial by the Contractor. The Contractor shall allow a minimum of a two-week transition of key personnel.

H.8.3 CONTRACTOR PERSONNEL PERFORMING UNDER WORLDWIDE DEPARTMENT OF STATE CONTRACTS

- a. Definition. For the purposes of this clause, "at a diplomatic or consular mission" is defined as any location under the span of influence of a specific diplomatic or consular mission.
- b. General. Performance of this contract may require that Contractor personnel work at

locations outside the United States in support of one or more United States diplomatic or consular missions and Department of State programs. Contract performance in support of such requirements may be inherently dangerous.

c. Support.

1. Unless specified elsewhere in the contract or as provided in paragraph (c) (2) of this clause, the Contractor may be directed to assume responsibility for all administrative, logistical, and security support required for Contractor personnel engaged in this contract.
2. The Government may authorize or may require the use of certain Government-provided administrative, logistical, security, medical or other in-country support.

d. Personnel data. If requested by the Contracting Officer, the Contractor shall maintain and provide to the designated Government official(s) a current list of all employees in the area of performance. The Contracting Officer shall indicate if this list must also contain each employee's next-of-kin notification information. The Contracting Officer shall designate the Government official to receive this data and the method for submission.

e. Pre-performance requirements. The Contractor shall ensure that the following requirements are met before sending an employee to the work site. Specific requirements for each category will be set forth in the Performance Work Statement. The Contractor shall ensure:

1. All applicable specified security clearances have been granted.
2. All contract personnel filling overseas positions shall be medically and physically fit and have received all required vaccinations.
3. All personnel have received safety and security training.
4. All personnel have all necessary passports, visas, entry permits, work permits and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
5. All personnel have received a country clearance, if required by the Chief of Mission.
6. If required, and based on availability all personnel have received the AF or DOS required training for the location of their performance; and
7. All personnel who are U.S. citizens will register with the U.S. Embassy or Consulate with jurisdiction over the area of operations upon arrival or before if allowed.
8. All personnel possess the required licenses to operate all vehicle or equipment necessary to perform the contract in the area of performance.

f. Processing and departure points. The Contractor and its employees shall use a specific point of departure and transportation mode when directed by the Contracting Officer.

g. Military clothing and protective equipment. Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Contracting Officer. However, Contractor personnel may wear specific items required for safety and security such as ballistic, nuclear, biological, or chemical protective clothing as may be directed by the Chief of Mission.

All deployable contractor personnel shall be attired so to present a neat, clean professional appearance. The contractor shall provide the deployable personnel with identifiable uniforms. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the uniform standards.

- h. Weapons. Contractor personnel may not possess privately owned firearms.
- i. Next of kin notification. The Contractor shall be responsible for notification of the employee-designated next of kin and notification as soon as possible to the U.S. consulate responsible for the area in which the event occurred in the following circumstances:
 - 1. Death of the employee.
 - 2. An injury to the employee requiring evacuation.
 - 3. The employee is missing, i.e., the employee's location is unknown after a reasonable amount of time and search efforts are unsuccessful.
 - 4. The employee is captured.
- j. Return of remains. In the event of the death of a Contractor employee, the Contractor is responsible for the return of the remains from the point of identification to the location specified by the employee or next of kin, as applicable. The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.
- k. Evacuation. If the Chief of Mission orders a mandatory evacuation of some or all personnel, the level of assistance provided to United States citizen employees of the Contractor shall be the same as the level of assistance provided to other private United States citizens. In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations under this contract until instructed to evacuate by the Contracting Officer, Contracting Officer's Representative, or Chief of Mission. Medical evacuation is the sole responsibility of the Contractor. Additionally, the Contractor must provide proof of medical evacuation insurance to ensure evacuation of Contractor personnel to adequate medical facilities if and when necessary, should such treatment not be provided on site by the Government. Access to the USG-sponsored health clinics in-country does not entitle a Contractor to a MEDEVAC.
- l. Changes in emergencies. The Contracting Officer or the Contracting Officer's Representative may issue oral instructions to the Contractor in cases of emergencies, e.g., enemy or terrorist activity or natural disaster that causes an immediate possibility of death or serious injury to Contractor personnel. Such oral instructions shall be confirmed in writing in 48 hours or as soon as practicable after the emergency incident has subsided.
- m. Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (m), in all subcontracts that require subcontractor employees to provide services at a United States diplomatic or consular mission outside the United States.

- n. Contractor Support. All contractor or subcontractor employees under this contract shall be in good general health and possess up-to-date inoculations for both domestic and international travel in areas where service will be performed.

The Contractor will prepare plans for support of DOS operations as required by contract or as directed by the Contracting Officer. For badging and access purposes, the Contractor will provide DOS with a list of all employees (including qualified subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information. Changes/updates will be coordinated with the DOS representative.

H.9 Watchmen & Property Accountability & Government Furnished Property/Information

The Contractor shall provide sufficient personnel and materials to provide adequate protection of property at the site, in transit and storage including but not limited to measures specifically required by the Contract Documents and any security requirements under this contract.

The Contractor shall maintain a detailed listing of all equipment acquired or furnished in support of each task order under this contract.

Upon award of the TO, the contractor shall develop a database of the vendors that are solicited to provide the property required by the TO. The database shall specify in which country the property is being procured.

The Contractor shall be in full compliance with U.S. Government acquisition policies and directives, as applicable, when acquiring property for the purposes of this contract.

The Contractor shall maintain all Government property under this contract in accordance with the clause at FAR 52.245-1.

The U.S. Government is not required to furnish any property to the contractor in performance of tasks issued hereunder. The U.S. Government will attempt to furnish whatever information or property it may have in support of any task order issued but there is no assurance that information or property thus furnished is accurate or complete. The Contractor is solely responsible for providing all necessary personnel, supplies, equipment and property and knowledge of the operating environment required for each task order.

H.10 Safeguarding of Information

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.

H.11 Organizational Conflict of Interest – GLOBALCAP & Global Advisory

a. Being a Prime Contractor on both:

Being a prime contractor on both GLOBALCAP and Global Advisory will be allowed. However, when it comes time to propose at the task order level under one of the IDIQ vehicles -- we will be specifically asking the prime contractor, as part of their proposal, how they plan to overcome and remove any OCI risks for both the prime contractor and their subcontractors. If the Government determines the OCI mitigation response inadequate, they will be deemed ineligible to compete on that particular task order.

b. Being a subcontractor on both GLOBALCAP and Global Advisory:

Being a subcontractor on both GLOBALCAP and Global Advisory will be allowed. This means you would be a subcontractor for one prime under GLOBALCAP and a subcontractor for another prime under Global Advisory. However, when it comes time to propose at the task order level under one of the IDIQ vehicles -- we will be specifically asking the prime contractor, as part of their proposal, how they plan to overcome and remove any OCI risks for their subcontractors. If the Government determines the OCI mitigation response inadequate, they will be deemed ineligible to compete on that particular task order.

c. Being a Prime on 1 of GLOBALCAP or Global Advisory and then a subcontractor on the other:

Being a prime on 1 of GLOBALCAP or Global Advisory and then a subcontractor on the other IDIQ is allowed. However, when it comes time to propose at the task order level under one of the IDIQ vehicles -- we will be specifically asking the prime contractor, as part of their proposal, how they plan to overcome and remove any OCI risks for their subcontractors. If the Government determines the OCI mitigation response inadequate, they will be deemed ineligible to compete on that particular task order.

d. Being a Prime on 1 of GLOBALCAP or Global Advisory and then entering a Joint Venture/Teaming Arrangement on the other:

Being a prime contractor on 1 of GLOBALCAP or Global Advisory and then entering a joint venture and/or Teaming Arrangement on the other will be allowed. However, when it comes time to propose at the task order level under one of the IDIQ vehicles -- we will be specifically asking the prime contractor and the joint venture, as part of their proposal, how they plan to overcome and remove any OCI risks. If the Government determines the OCI mitigation response inadequate, they will be deemed ineligible to compete on that particular task order.

e. Being a Prime on 1 of GLOBALCAP or Global Advisory and then entering a Mentor Protégée Joint Venture on the other:

Being a prime contractor on 1 of GLOBALCAP or Global Advisory and then entering an approved mentor-protégée joint venture on the other will be allowed. However, when it comes time to propose at the task order level under one of the IDIQ vehicles -- we will be specifically asking the prime contractor and the mentor-protégée joint venture, as part of their proposal, how they plan to overcome and remove any OCI risks. If the Government determines the OCI mitigation response inadequate, they will be deemed ineligible to

compete on that particular task order.

Note: Subcontractor and Teaming Partner have the same meaning as far as OCI concerns.

H.12 Security Requirements

Individual Security Clearances:

- a. Specific individual clearance requirements for personnel will be specified at the task order level.
- b. Since it will be necessary for some Contractor personnel to have access to classified material and/or to enter into areas requiring a security clearance, each Contractor employee requiring such access must have an individual security clearance commensurate with the required level of access 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 Section J, Attachment 7, 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).

Facility Clearances:

The Government does not anticipate a facility clearance will be required for GLOBALCAP task orders since it is not anticipated Contractors will need to store, or access, classified materials at their own facility. However, at the task order level, in the event a facility clearance is required, the Government is willing to sponsor U.S. owned companies for their SECRET facility clearance to perform services for a specific task order. If required at the task order level, the successfully awarded contractor will be submitted by the Department of State for the required SECRET facility clearance. If the company is unable to be processed for the SECRET facility clearance the contract award offer will be rescinded and another qualified contractor selected.

Additional Requirements:

If necessary, subsequent to the task order requirements, the Government will conduct a formal briefing for the Contractor. The purpose of the briefing will be to bring to the Contractor's attention the governing documents and directives regarding all security considerations in the staffing of the project, site access, software and hardware functions, document control, and Diplomatic Security procedures.

The DOS will provide assistance to Contractor personnel supporting this requirement in obtaining Annex and workplace access during the period of support. All access documentation shall be returned to the DOS COR at the completion of the support services.

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

All personnel who resign, are transferred, terminated, or otherwise removed from the delivery order shall be debriefed by the Information System Security Officer (ISSO) on the last day of work on site and shall turn in their DOS badge to the ISSO. The visitor authorization request previously sent to DS/ISP/INB must be cancelled. Each employee under this contract is individually responsible for the protection of information and shall be required to sign an agreement regarding the confidentiality of the work performed under this delivery order.

H.13 Department of State Identification Card Issuance

PROCEDURES

- a. The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- b. The DOS Personal Identification Card Issuance Procedures may be accessed at <https://2009-2017.state.gov/documents/organization/121534.pdf>

H.14 Safety and Accountability for Everyone (SAFE) (MAR 2023)

All contractor employees, including subcontractor employees, that are required to possess a PIV badge and support the activities of a Department of State bureau or office on a regular basis (i.e., daily, or weekly), whether onsite or remotely, shall participate in the "Safety and Accountability for Everyone" (SAFE) system. Such contractor employees shall provide their work and personal contact information in the SAFE system within 30 calendar days after the contract start date or the effective date of incorporation of this requirement into the contract, whichever is applicable, and maintain its accuracy at all times. The contractor shall include SAFE enrollment/removal as an essential task in its onboarding and out-processing procedures as employees arrive/depart and promptly submit a SAFE service request via the IT Service Center or email AskSAFE@state.gov to request SAFE profile creation/removal. Contractors shall confirm their personnel acknowledge/respond to all notifications. The contractor shall provide a semi-annual statement that affected contractor and/or subcontractor employees have registered or been removed from SAFE and are responsive to notifications. The statement may be made via email to the Contracting Officer's Representative (COR), or to the contracting officer if a COR is not assigned. The statement is due within 30 days of the effective date of this

award, and every 6 months thereafter.

(End of clause)

H.15 Security Training for High Threat High Risk Overseas Posts (MAR 2023)

FAR clause 52.225-19 "Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States" paragraph (e)(2)(v) requires that all contractor personnel receive personal security training. The High Threat Security Overseas Seminar for Contractors (HTSOS-C) course described below meets this requirement unless the contract requires more intensive security courses.

The U.S. government is providing a HTSOS-C course to the contractor for use in training all U.S. citizens and Third Country National (TCN) personnel assigned to specified high risk locations. The contractor shall provide this training course to U.S. citizens and TCN employees expected to be at that location for more than one (1) day (see exceptions below). This training is available in several languages and shall be provided to personnel by the contractor through the use of a course facilitator, who should also be an interpreter for the non-English versions of the course.

The Contracting Officer (CO) will advise the contractor on how to access this online course at time of award. The training must be completed by the employee prior to deploying to their assigned hazardous location and every six years thereafter, or upon transfer to a new contract.

Exceptions: Contractor personnel who are required, per specific contract provisions, to take either the Department of State's Foreign Affairs Counter Threat (FACT) or Counter Threat Awareness Training (CTAT) courses, or have previously completed these courses, are considered to have met this requirement provided they have a valid, unexpired, completion certificate issued by the Diplomatic Security Foreign Affairs Security Training Center (FASTC). No other equivalent or substitute contractor security training will be considered to have met this requirement.

For new awards containing this requirement, training shall be completed by contractor personnel prior to deployment, unless determined otherwise by the CO. For modifications adding this requirement, the training shall be completed within 30 days from the date of the modification unless an extension is granted in writing by the CO.

The contractor shall file proof of each person trained in their contractor-maintained personnel record and it must be available for inspection by the CO or COR upon demand. Training certificates must stay valid for the entire length of the employee's tour. If the training certificate expires before the end of the tour, the contractor is responsible for ensuring the employee undertakes repeat training to ensure there is no lapse in training validity.

The following locations applicable to this contract have a high safety risk and require HTSOS-C training: (CO must list posts/countries).

List of posts/countries:

H.16 Taxes and Customs Fees

Tasks ordered under this contract support foreign assistance projects funded principally by Peacekeeping Operation (PKO) funds under the Foreign Assistance Act, and the Contractor shall not pay any taxes, import, or customs fees to the government of the host nation or aid receiving nation(s). Funds other than PKO funding may be used under this contract. As appropriate, AF/RSA or the U.S. Embassies concerned may assist in customs or other official clearances of contractor-acquired items and associated equipment for duty-free status. If taxes, import, or customs fees cannot be mitigated, the Contractor shall follow the procedures outlined in FAR 29.402 (Foreign Contracts).

H.17 Housing and Other Facilities

The Contractor shall arrange for renting/leasing, refurbishing and equipping facilities for all staff in support of operations. This shall include, but is not limited to: furnishing office space, telephone/fax, and copying services and other appropriate workspaces; field and hard billeting, messing and accommodations; adequate storage of explosives, all supplies, equipment and vehicles and repair and/or maintenance of same; care and safekeeping of mine detection dogs or other specialized equipment.

Neither the Department of State nor the U.S. Embassy will provide housing accommodations for contracted personnel operating in country. The Contractor shall procure all items necessary to support their own personnel in country, including but not limited to, accommodations, hotels, medical support, food, office supplies, computers, printers, beds, lockers, lamps, generators, bottled water, and any other life support or transportation required to accomplish all requirements set forth in the task order request.

H.18 Fly America Waiver/Exemptions

In accordance with the Fly America Act, the Contractor shall use United States air carrier service for all air travel and cargo transportation services funded by the United States Government. Exceptions to the Fly America Act are prescribed in 49 U.S.C. 40118 and require submission of a memorandum for approval by the Contracting Officer's Representative and authorization by the Contracting Officer.

H.19 Public Release of Information

There shall be no public release of information or images concerning any aspect of the design, construction, or other services relating to this contract, or other documents resulting therefrom, without the written prior approval of the Contracting Officer. The contractor shall include the substance of this provision in all subcontracts hereunder.

H.20 Documents – Ownership and Use

H.20.1 Ownership and Use of Drawings, Specifications, Software, and Models.

H.20.1.1 Ownership.

All drafts, revisions, and versions of specifications, drawings, software code, databases, and

models (digital, tangible, and scale), and all copies thereof, generated in the performance of the Contract or furnished to the USG in the performance of the Contract (“Documents”) shall be and are the exclusive property of the Government.

H.20.1.2 Use and Return.

Unless otherwise provided in the contract, the Documents shall not to be used by anyone on other work; and, with the exception of the signed contractor set, all copies thereof shall be delivered to the USG upon or before final completion of the work under the Contract.

H.20.2 Supplemental Documents.

The CO shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the CO, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents. Unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract performance period.

H.20.3 Record Documents.

During the performance of the Contract work, the Contractor shall maintain at the project site a current, marked set of Contract drawings and specifications indicating all interpretations and clarifications, contract modifications, change orders, and any other departure from the Contract requirements approved by the CO, and a complete set of record shop drawings, product data, samples and other submittals as approved by the CO.

H.20.4 “As-Built” Documents.

With the request for inspection for Substantial Completion, the Contractor shall provide complete sets of “as-built” drawings based upon the record set of drawings, marked to show the details of construction as actually accomplished, and record shop drawings and other submittals, in the number and form as required by the specifications. Final As-Built Documents submittal shall be provided after Final Completion but before Final Acceptance and shall incorporate any additional changes.

H.20.5 Requirements for Shop Drawings

As defined at contract clause 52.236-21, Specifications and Drawings For Construction (see Section I), shop drawings are required under this contract (if identified at the task order level).

H.21 Laws and Regulations

The laws of the United States shall govern the contract and the interpretation thereof.

H.21.1 The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting

Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations, and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

H.21.2 Labor, Health and Safety Laws and Customs.

The Contractor shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.21.3 Subcontractors.

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.21.4 Evidence of Compliance.

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

H.22 Language Proficiency

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor" (see Section I), shall be fluent in written and spoken English.

H.23 War Skills

H.23.1 Notwithstanding the language of any Contract clause entitled "Default," or any other provision of this contract, and except as set forth in paragraph H.15.6 below, the Government (1) assumes the risk of loss of, damage to, and/or destruction of, completed or partially completed work performed under this contract, and materials delivered to the site, where such loss, damage, and/or destruction occurs by, or as a result of, war risks; and (2) agrees that the Contractor shall not be responsible for such loss, damage, and/or destruction. ("War risks" include things such as acts of terror, terrorism, civil commotion, riot, sabotage, insurrection, rebellion, revolution, or hostile or warlike action. "War risks" also include actions taken by any government or sovereign power (de jure or de facto), or by any authority using military, naval or air forces, to hinder, combat, or defend against an actual, impending, or expected attack. "War risks" do not include criminal activity or actions taken to hinder, prevent, or respond to criminal activity.)

H.23.2 If directed in writing by the Contracting Officer (CO), the Contractor shall proceed to replace and/or repair property for which the Government has assumed the risk under this clause, and in such event, an equitable adjustment shall be made in accordance with existing procedures.

H.23.3 If the Contractor carries any insurance which the CO determines may cover any of the risks assumed by the Government under this clause, the Contractor shall make demand against the insurer in the amount recoverable, and shall reduce its claim hereunder by the net amount recovered from the insurer or, at the option of the CO, assign to the Government its rights against the insurer for the risks covered by this clause and, upon the request of the CO, furnish to the Government (and at the Government's expense), all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment or subrogation in favor of the Government) in obtaining recovery. Any indemnification or other coverage of such risks under the laws or regulations of the countries in which the work is performed or from any other source shall be pursued by the contractor and treated in the same manner as above in this paragraph. If the total amount of compensation from the above sources exceeds the amount of the allowable claim, such excess shall be paid to the Government.

H.23.4 The Contractor shall give the CO prompt notice of any loss of, damage to, and/or destruction of, property for which it believes the Government has assumed the risk under this clause, and shall furnish evidence or proof of such loss, damage, and/or destruction in such manner or form as may be required by the CO. Upon receipt of the notice addressed in H.15.3, the CO shall promptly provide written direction to the contractor concerning the actions, if any, it shall take to address the loss, damage, or destruction addressed in the notice. The CO may, or may not, direct the contractor to replace or repair the lost, damaged, or destroyed property. The CO may, or may not, agree that the Government has assumed the risk under this clause for the loss, damage, or destruction of property covered by the contractor's notice. Except for payments by the Government, if the Contractor is in any way compensated for any loss of, damage to, or destruction of property for which the Government has assumed the risk under this clause, the Contractor, as directed by the CO, shall either:

H.23.4.1 Use the proceeds to repair or replace the property for which the Government has assumed the risk under this clause; or

H.23.4.2 Pay such proceeds to the Government.

H.23.5 Failure to agree to any adjustment contemplated under this clause shall be a dispute within the meaning of the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the work, including any repair and/or replacement directed by the CO.

H.24 Assignment of Claims

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the previous written consent of the Contracting Officer.

H.25 Review of Documents and Local Conditions

H.25.1. Each Offeror is responsible for:

H.25.1.1. Thoroughly examining the Solicitation Documents and the proposed Contract Documents and understanding the requirements thereof.

H.25.1.2. Visiting the project site and verifying all pertinent site conditions, including the past, current, and future security conditions that might have an impact upon the contractor's performance of the contract.

H.25.1.3. Knowing all applicable U.S. and host country laws and regulations, including host country laws and regulations concerning the importation of labor and materials, taxes, or otherwise bearing on the performance of the Contract.

H.25.1.4. Familiarizing itself with all codes, standards and other documents referenced in the proposed Contract Documents.

H.25.1.5. Ascertaining the availability of all materials and equipment necessary to produce the work required by the proposed Contract Documents, of sufficient skilled labor to perform the work, and of the availability of transportation to the site.

H.26 Indemnification Against Claims and Encumbrances

The Contractor agrees to defend the building(s) and premises against claims or encumbrances. In the event that any such claim or encumbrance is not promptly removed, the contractor agrees to defend the building(s), premises, and the Government, against such claims or encumbrances. In the event that any such claim or encumbrance is not promptly removed or otherwise disposed of to the satisfaction of the Contracting Officer, the Government may, at its discretion, satisfy or remove such encumbrance, and the Contractor shall be liable for any expenses, including any legal fees, incurred by the Government therein.

H.27 Other Services Not to Relieve Contractor

In the interest of expediting the project, the Government may, in its sole discretion, undertake to provide additional services for or on behalf of the Contractor which are not required of the Government under this contract, such as assisting the Contractor in obtaining customs clearances other than those for which the Government is responsible, tax exemptions, licenses, permits and approvals from local governmental authorities. However, the Government shall be under no obligation to do so, and neither the provision nor the failure to provide such services nor the manner in which such services are provided shall relieve the Contractor of or excuse the Contractor from any of its responsibilities under the contract.

H.28 Erroneous Representations

The certifications and representations made by the Contractor, and in particular the certification regarding previous crimes, debarments, suspensions, and defaults contained in the

representation and certification provision of the contract solicitation, are material representations of fact upon which the Government relies when awarding the contract. If it is later determined that such certifications and representations were erroneous, in addition to other remedies available to the Government, the Government reserves the right to terminate for default any contract resulting from the solicitation.

H.29 Order Of Precedence

H.29.1 In addition to the provisions of contract Section I, clause 52.236-21, Specifications And Drawings For Construction (FEB 1997), the following order of precedence shall apply:

H.29.2 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- RFP/Contract Part I - The Schedule (Sections B-H)
- RFP/Contract Part IV – Representations and Instructions (Section K)
- RFP/Contract Part II - Contract clauses (Section I)
- RFP/Contract Part III - List of Documents, Exhibits, and Other Attachments (Section J)
- Task Order Other Documents, Exhibits, and Attachments
- Task Order Specifications/Statement of Work
- Contractor's Task Order Proposal (if incorporated into Task Order)

H.29.3 Any inconsistency among the Contract Documents shall be resolved by giving precedence in the following order: In case of differences between small and large scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other like portions of the work.

H.29.4 In case of apparent error, discrepancy, or omission either in the Standard Design Requirements Documents or the Project Specific Requirements furnished by the Government to the Contractor, the Contractor shall submit the question promptly to the COR for clarification. The COR shall review the question and respond in writing. If it is determined by the COR that there is an error, discrepancy, or omission, and changing it would modify the contract, the Contractor must request a written decision from the CO. The Contractor shall not proceed with any affected work before receipt of CO's written approval. Until that decision is received, any affected work shall be entirely at the contractor's own risk and expense.

H.30 Referenced Standards

H.30.1 Incorporation by reference. The referenced portions of all documents and publications (such as manuals, handbooks, codes, standards and specifications) issued by any technical society, trade or professional organization or association, or regulatory or governmental authority which are cited in the Contract Documents for the purpose of establishing requirements applicable to equipment, materials or workmanship under this contract, shall be deemed to be incorporated herein as fully as if printed and bound with the specifications of this

contract, in accordance with the following:

H.30.2 Wherever reference is made to any such document, the Contractor shall comply with the requirements set out in the edition specified in this contract, or if not specified, the latest edition or revision thereof, as well as the latest amendment or supplement thereto, in effect on the date of the solicitation for this project, except as modified by, as otherwise provided in, or as limited to type, class or grade, by the specifications of this contract.

H.30.3 No provision of any such referenced document or standard shall be effective to change the responsibilities of the Government, the COR, or their consultants, agents, and employees from those set forth in the Contract Documents, nor to assign to any of them any responsibility, duty or authority for safety precautions or procedures or to supervise or direct the performance of the work.

H.30.4 Copies to be provided by Contractor. The Contractor shall have available at the Project site, for inspection and reference by the COR, a copy of each manual, handbook, code, standard or specification which is incorporated by reference in this contract and which governs quality and workmanship.

H.31 Notification Of Differing Site Conditions

H.31.1 Timely notification of differing site conditions as defined at Contract Clause 52.236-2, Differing Site Conditions (APR 1984) (see Section I), is required. In addition to the provisions of the contract clause, the following shall apply.

H.31.2 Timely notice required. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required promptly within 30 calendar days from the discovery of the conditions upon which the request for an equitable adjustment is based.

H.32 Equitable Adjustments

H.32.1 Documentation of Proposals for Equitable Adjustments.

H.32.1.1 Direct Costs. Direct costs shall be considered to include the following:

H.32.1.1.1 Material quantities by trades and unit costs, including delivery to the site. Manufacturing or subcontractor indirect costs and profit associated with material fabrication performed will be considered to be part of the material costs of the fabricated item delivered to the job site.

H.32.1.1.2 Labor breakdown by trades and unit costs, identified with the specific item of material to be placed or operation to be performed. Subcontractor indirect costs and profit associated with labor costs will be included in the unit costs.

H.32.1.1.3 Construction equipment exclusively necessary for the change.

H.32.1.1.4 Costs of preparation and/or revision to shop drawings resulting from the change.

H.32.1.1.5 Any incremental costs of insurance or employment taxes.

H.32.1.1.6 Bond costs, when the size of the change warrants revision.

H.32.1.2 Indirect costs and profit/fee. When payment is made not based on actual costs incurred, the indirect cost rates shall be negotiated. When payment is made based on actual costs incurred, the indirect cost rates shall be established pursuant to Section B.5(l). The profit percentage shall not exceed the NTE profit percentage in Section B.11(d), and the fee percentage shall not exceed the NTE fee percentage in Section B.12(d). The profit/fee percentage will be based, at least in part, on the nature, extent and complexity of the work involved. Price adjustments for deleted work shall include credits for indirect costs and profit/fee. On proposals covering both increases and decreases in the Contract Price, the application of indirect costs and profit/fee shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

H.32.1.3 Proposed time adjustments. The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable), and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.

H.32.1.4 Release by Contractor. The price and time adjustment made in any Bilateral Contract modification shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment, including all indirect costs, and other costs such as delay, disruption, acceleration, and cumulative impact. Upon the issuance of such Contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.33 Preservation Of Reference Points And Benchmarks

The Contractor shall protect and preserve any established reference points or benchmarks and shall make no changes in their locations without the written approval of the COR. The Contractor shall notify the COR promptly should any reference points or bench marks be lost or destroyed or require shifting because of necessary changes in grades or locations and, if the COR so directs, the Contractor shall accurately replace or relocate such reference points or benchmarks.

H.34 Certification of Boundary Markers

Before starting construction on the site, the Contractor shall obtain from the responsible local officials and furnish to the COR written assurances certifying that the monuments or markers which delineate the site boundaries are placed in the correct position and that the proposed new construction and site development work, as staked out by the Contractor, are wholly

within the limits of Government ownership or leasehold. The Contractor's records shall adequately reference, by precise measurement to two or more nearby permanent structures or points, each boundary marker which has been placed or accepted by the local cadastral office and/ or other responsible local authority. The Contractor shall be responsible for the accurate replacement of any boundary markers which are disturbed, obliterated, or destroyed during the performance of the contract.

H.35 Organization of Drawings and Specifications

Any organization of the Specifications into divisions or sections and the arrangement of the Contract Drawings are not intended to control the Contractor in dividing work among subcontractors, or to limit the work performed by any trade, except as may be required by any security arrangements under this contract.

H.36 Responsibility Of Contractor

H.36.1 Damage to Persons or Property. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.36.2 Responsibility for Work Performed. The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.36.3 Responsibility of the Contractor. It is the responsibility of the Prime Contractor to review and approve all submittals initiated by their respective subcontractors. Any submittal received by the Government for review and approval that has not been first reviewed and approved by the Prime Contractor may be summarily rejected without discussion.

H.37 Construction Task Order Requirements

H.37.1 Performance of Work

The total performance period for this project is (to be proposed by the contractor at task order level) in calendar days for pre-design and design phase and calendar days for construction. The time stated for design is exclusive of Government review time the contract should estimate Government review time at approximately 60 calendar days. The time stated for construction includes the time for final cleanup of the premises, completion of punch-list items and all other items specified in the contract.

As soon as possible, but not later than 14 calendar days after contract award, the contractor shall schedule a 'kick off meeting' and site visit with the COR.

H.37.2 Required Interim Completion Dates

The Contractor is required to complete the Report of Existing Conditions (Site utility plan verification) – interim design drawings no later than (to be cited at task order level) days after the Design Notice to Proceed (DNTP) is issued.

The Contractor shall be required to complete the 35% design process no later than 45 calendar days after the Design Notice to Proceed (DNTP) is issued. This time period does not include the time required for the Government review.

The Contractor shall be required to complete the 75% design process no later than 30 calendar days after the Contractor receives COR approval of the 35% design documents. This time period does not include the time required for the Government review.

The Contractor shall be required to complete the 100% design final back-check process no later than 30 calendar days after the Contractor receives COR approval of the 75% design documents. This time period does not include the time required for the Government review.

H.37.3 Construction Schedules

The time for submission of the schedules shall be as required in this TOR and the SOW.

These schedules shall include the time design, construction, shop drawings, product data, samples and other submittals required by the contract to be submitted for acceptance.

Deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed on account of a delay by the USG in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the COR to achieve coordination with work by the USG and separate contractors employed by the USG. The Contractor shall submit schedules on the last day of the preceding month for the next month's work. The schedule shall sequence work so as to minimize disruption at the jobsite.

H.37.4 Excusable Delays

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include (1) acts of God or of the public enemy; (2) acts of the United States Government in either its sovereign or contractual capacity; (3) acts of the government of the host country in its sovereign capacity; (4) acts of another contractor in the performance of a contract with the Government; (5) fires; (6) floods; (7) epidemics; (8) quarantine restrictions; (9) strikes; (10) freight embargoes; and (11) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the

Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

In determining whether the Contractor's failure to perform is beyond the control and without the fault or negligence of the Contractor, if the Contractor contends that its inability to perform is due to poor security conditions, the Government will consider, at a minimum, the following: (i) whether the Contractor implemented adequate security resources, in light of the information reasonably available to the Contractor; (ii) whether the Contractor deployed adequate additional security resources in a timely manner and on an expedited basis, once the need for additional security resources became reasonably clear; and (iii) whether the security conditions were directly impacting the Contractor in its performance of its contract (as opposed to generalized assessments of security conditions in an entire country or city). Furthermore, the mere fact that the diplomatic post in the city or country where the contract was being performed changed its operating status (e.g., from Authorized Departure to Ordered Departure) or that a new travel warning, warden message, or similar document or communication was issued by the Department of State, will not establish that the security conditions prevented the Contractor from performing the Contract.

H.37.5 Project Execution Schedule

Project Execution Schedules shall be submitted to the COR for acceptance. The schedule shall show the order in which the Contractor proposes to perform the work, and the dates on and time periods within which the Contractor contemplates starting and completing the various portions of the work, in the form and containing such detail as is required by the contract documents. The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the contract time, and (3) as required by the COR to achieve coordination with work by the Government and separate contractors. If the Contractor fails to submit schedule or schedule revision within the time prescribed, the CO may withhold approval of progress payments until the Contractor submits the required schedule or schedule revision.

Acceptance of schedule: When the Government has accepted any time schedule, it shall be binding upon the Contractor. The contract time is fixed by the contract, and may be extended only by a written contract modification, change order or supplemental agreement signed by the Contracting Officer. Acceptance of a schedule or revision thereof by the Government shall not (1) be effective to extend the contract time or obligate the Government to do so, (2) constitute acceptance of delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion within the contract time.

Recording progress: The Contractor shall record the actual progress of the work against the approved schedules in the form and at intervals as may be required by the COR.

Notice of delay: In the event the Contractor receives a notice of change in the work, or if other conditions arise, which are likely to cause or are actually causing delays, which the Contractor

believes may result in completion of the project after the contract time, the Contractor shall notify the COR of the effect, if any, of such change or other conditions upon the accepted schedule, and shall state in what respects, if any, the relevant schedule or the contract time should be revised. Such notice shall be given promptly, and not more than 30 calendar days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the accepted progress schedule shall only be made with the approval of the COR.

Maintenance of progress: If the Contractor falls behind an accepted schedule, the Contractor shall take steps necessary to improve its progress or overcome delays and ensure completion of the work within the contract time, without additional cost to the Government. In this circumstance, the Contractor shall demonstrate how the approved rate of progress will be regained and shall submit for acceptance a supplementary schedule or schedules. Methods may include: increase of any or all of the number of shifts, overtime operations, days of work, and the amount of construction planned.

Schedule revision and equitable adjustments: Upon the request of the Contractor, the Contracting Officer shall ascertain the facts and the extent of any failure to adhere to the performance schedule resulting from alleged excusable delay. If the Contracting Officer determines that any failure to perform results from one or more of the causes for an excusable delay, the relevant schedules shall be revised, subject to the rights of the Government under the termination clause of this contract. If and to the extent considered appropriate in the judgment of the Contracting Officer, an equitable adjustment shall be made in the contract time.

H.37.6 Documentation of Requests for Extension

Any request for a time extension must be supported by the following data, and any other relevant data requested by the COR: For any delays for which an extension of time is requested, (a) the exact date and degree of work stoppage, (b) the date of resumption of any or parts of such work, and (c) a description of the nature of the delay and the degree, if any, to which the Contractor could have reasonably anticipated and guarded against such delay or damage incidental thereto.

For delays in receipt of Contractor furnished materials, (a) the date the materials were ordered, (b) the dates of anticipated delivery at the port of entry and at the project site, (c) the date the materials were scheduled for use or installation by the Contractor, the date the materials were shipped, and (e) the dates the materials were actually received at the port of entry, cleared customs, and were delivered to the project site.

For delays in receipt of Government furnished materials, the date the materials were scheduled for use or installation by the Contractor and the date(s) the materials were actually received at the port of entry, cleared customs, and were delivered to the project site.

For delays in receipt of Government approvals of submittals properly prepared, reviewed, and approved by the Contractor before their submission as required by the contract documents, (a) the date of submission, (b) the date approvals were received by the Contractor, and (c) the

date that installation or fabrication indicated by the submittals were begun, compared with the dates indicated by the current approved construction schedule and schedule of submittals.

For weather delays, (a) average weather conditions during a comparable period over the preceding ten years, (b) a daily log recording the actual weather conditions during the relevant time period, and (c) the dates work affected by the weather conditions were scheduled to be performed and the actual dates of performance.

H.37.7 Suspension of Work-Noncompliance with Contract Requirements

In the event the Contractor is in non-compliance with requirement of this contract and fails to promptly initiate such action as may be appropriate to comply with the specified requirement, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply with the contract requirement. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

H.37.8 Notices to Proceed (NTP)

H.37.8.1 At the time of contract award, the Contractor must commence work to furnish the necessary document submittals within specified time. This work includes continued development of the Project Execution Schedule (PES) that was submitted by the Contractor with the cost proposal. The Government will review the PES and provide comments to the Contractor for incorporation into an Initial PES (IPES). Failure of the Government to find mistakes and omission in the proposal schedule does not relieve the Contractor of contract requirements.

H.37.8.2 The Contractor will be given a minimum of two (2) notices to proceed for the project which will consist of the following:

Contractor shall note that the contract performance period commences upon the date of issuance of Limited NTP-Design.

H.37.8.2.1 *LNTD Design, Limited Notice to Proceed - Design* (NTP-1). This will also allow the Contractor to initiate limited activities for administrative requirement submissions, mobilization, and other work identified by the Contracting Officer.

H.37.8.2.2 *LNTD Construction*. Prior to issuance of LNTD for Construction, the Baseline Project Execution Schedule (BPES) must be submitted. Following receipt from the Contractor of bonds or evidence of insurance within the time specified in Section/Paragraph H.4 Bond Requirements, of this contract, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide to the Contractor notices to proceed. LNTD - construction will be issued incrementally authorizing various stages of construction to a final NTP authorizing total construction. It is possible that the Contracting Officer may elect to issue the Construction Notice to Proceed prior to receipt and acceptance of bonds or evidence

of insurance required hereunder. Issuance of a LNTP - Construction by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

- a. When the contractor requests a LNTP for construction, including sitework, foundations, perimeter wall, and outbuildings the Government will support an Interim Design Submittal process in support of the LNTP. An Interim Design Submittal provides the Contractor with a “compliance” review to reduce a Contractors risk when fast-tracking construction ahead of the formal Design Reviews. Interim Design Submittal will be managed by the Government in accordance with the Design submittal process identified in this TOR documents. The submittal review shall not supersede or substitute for the required design submittal, formal review process, or stages of review required per the terms of the contract.

H.37.9 NTP-Final

H.37.9.1 The final NTP will not be issued until after Certification of the Construction Document (CD-1) submittal, as stated for this project.

H.37.9.2 Final NTP will not be issued until the Baseline Project Execution schedule (BPES) is accepted.

H.37.9.3 The Contractor must then prosecute the work required hereunder, commencing, and completing performance no later than the time period established in the contract.

H.37.10 Design Submittal and Construction Performance Requirements

H.37.10.1 General Quantities for design submittals are outlined below.

H.37.10.1.1 *Design Adaptation Session*: During the Contractor Kick-off meeting, a portion of the meeting shall be dedicated to the discussion of design parameters as they relate to the specific region and site. The Contractor shall ensure that his/her lead architect, lead landscape architect and lead interior designer are in attendance.

H.37.10.1.2 *CD-1 Presentation*: This presentation will be part of the kick-off for the CD-1 IDR as described in E.6. In addition to a traditional kick-off validating the review, its function will be to present the project to Post representative(s) if required and AF/AQM Team.

H.37.10.1.3 *CD-1 Submittals*: Provide the following submittals after NTP-1. The required submission date shall be determined based on the contractor’s project schedule provided at time of proposal and the NTP-1 issue date. (NTP 1 date plus number of days in the schedule for “CD-1” = Required Submission Date). The CD-1 submission is the basis for the government’s review for certification. The contractor shall provide for this time in his schedule. The start date of the review for certification will not begin unless the elements of the submittal requirements are received by AF/AQM.

H.37.10.1.4 *Delivery Requirements*: DOS team member name will be provided by the COR. Deliverables shall include all contract submission requirements (Example: Drawings, reports, specifications, calculations, and native files).

H.37.10.1.5 *Construction Document Submittals*: (including early release construction package(s) as appropriate). The required submission date shall be determined based on the contractor's project schedule provided at time of proposal and the NTP-1 issue date. (NTP-1 date plus number of days in the schedule for Construction Document submission = Required Submission Date)

H.37.10.1.6 *CD Backcheck Submittal*: The required submission date shall be determined based on the contractor's project schedule provided at time of proposal and the NTP-1 issue date. (NTP-1 date plus number of days in the schedule for CD Backcheck Submission = Required Submission Date). If corrections were required to any document as a result of the CD submittal, or if new sheets are added, these shall be resubmitted revised in total at the CD Backcheck Submittal. Construction Documents, including those revised for the CD Backcheck submittal, shall be submitted electronically for the Backcheck review. Note: QA Report is also required with the CD Backcheck - submittal numbers to be the same as CD Deliverable.

H.37.10.1.7 *Monthly Progress Reports*: Monthly progress reports shall be submitted to the COR by the tenth calendar day of each month during this contract. Reports shall be in letter format and contain information relevant to this project, including, but not limited to, accomplishments during the previous month, anticipated accomplishments for the next month, arising or occurring problems and possible or proposed solutions, questions that require answers or direction from the Department of State's AF/AQM, pending Government review comments regarding the Contractor's submittals, proposed changed orders that have not been executed, and other pertinent information required to report the progress of performance under this contract. Quantity as described.

H.37.10.1.8 *Final Design Documents*: The revisions made to the CD Backcheck Submittal are to be incorporated into the Final Design Documents effectively constituting "Design Issued for Construction" (DIFC) Documents (sometimes referred to as the "Construction Set" or "Finals").

The electronic copies shall include the complete DIFC construction document package. The Government reserves the right to review the DIFC documents for contract compliance. Acceptance of the Final Design Documents or DIFC design does not relieve the contractor of compliance with contract drawings, specifications, and design criteria, and performance requirements issued in the TOR.

H.37.10.1.9 *Design Revisions after DIFC*: The Government and the contractor shall identify discrepancies or omissions of design elements required by the contract drawings, specifications, and design criteria but not included in the Final Design Documents or DIFC.

H.37.10.1.11 *Government Discoveries*: The contractor will be advised of Government discovered discrepancies or omissions in writing. The written notice shall include the specific contract reference for the noted discrepancy or omission. The contractor shall immediately

adjust performance to include contract requirements.

H.37.10.1.12 *Notification of Omissions*: The contractor shall immediately notify the CO or COR of discrepancies or omissions of design elements required by the contract drawings, specifications, and design criteria but not included in the Final Design Documents or DIFC. The notification shall include the proposed corrective action and effect on contract performance schedule, if any.

H.37.10.1.13 *Claim for Project Enrichment*: Claims made by the contractor concerning over designed/specified equipment, materials, building systems, or building design aspects, including unintentional enrichment or betterment, shall be submitted to the CO or COR. Any such claim shall be submitted, processed, and administered in accordance with the substitution provisions of the contract.

H.37.10.1.14 *Documentation for Contractor Initiated DIFC Revisions*: The contractor shall immediately notify the CO or COR of contractor initiated revisions to the Final Design Documents or DIFC. Revisions to the Final Design Documents shall be submitted to the CO or COR for review and acceptance prior to the incorporation into the permanent construction. The COR will work with the contractor to determine the number of hard copies required of revision submittal.

H.37.10.1.15 *Meeting Minutes*: The Contractor shall provide meeting minutes within 48 hours (two workdays) unless otherwise specified. Minutes shall be reviewed and approved by the COR/ACOR. Meeting minutes shall be delivered via email unless otherwise directed by the COR.

H.37.10.3 The Contracting Officer's acceptance of these construction submittals shall not relieve the contractor of the full and exclusive responsibility for meeting the requirements of this contract, within the contract price and the contract performance schedule.

H.37.11

Adherence to 52.211-10 – Commencement, Prosecution, and Completion of Work

Design portion of the contract. The Contractor shall be required to (a) commence design work under this contract immediately after the date the Contractor receives the "Design Notice to Proceed (DNTP)", (b) prosecute all design work diligently, and (c) provide to the Government all design and construction documents at the final completion stage within (to be cited at task order level) calendar days after receipt of the DNTP. The time stated for submission shall include the time required for mailing but is exclusive of the time for Government review of each design deliverable item required by the contract, including the: Site utility plan verification, 65%, 100%/final design and Final back-check construction documents, and the design permit documentation submittals.

Construction portion of the contract. The Contractor shall be required to (a) commence on-site construction work under this contract within (to be cited at task order level) days after the issuance date of the "Construction Notice To Proceed" (CNTP), (b) prosecute the work diligently, and (c) complete the entire construction work ready for use not later than (to be

cited at task order level) calendar days after the issuance date of the CNTP. The time stated for construction includes the time for final cleanup of the premises, completion of punch-list items and all other items specified in the contract.

The Government may issue a "Limited Construction Notice to Proceed" (LCNTP) following Government approval of the 65% or 100% design submittals.

H.37.12

Adherence to 52.211-12 - Liquidated Damages - Construction

If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (to be cited at task order level) for each calendar day of delay until the work is completed or accepted.

If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

H.37.13

Adherence to 52.236-26 - Preconstruction Conference

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend (at the task order level). The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

H.37.14

Adherence 52.246-12 - Inspection of Construction

Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

- a. Relieve the Contractor of responsibility for providing adequate quality control measures;
- b. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

- c. Constitute or imply acceptance; or
- d. Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this- section.

The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

If the Contractor does not promptly replace or correct rejected work, the Government may-

- a. By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or (2) Terminate for default the Contractor's right to proceed.

If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

H.38 Organization and Direction of the Work

If identified at the task order level as required –the Contractor shall submit* to the COR

required information concerning the executive and administrative organization, the personnel to be employed in connection with the work site under this contract, and their respective duties. The Contractor shall keep the data furnished current by revising or supplementing it as additional information becomes available.

b. Two submissions required:

1. Design Phase: To Be Determined at TO Level after contract award.
2. Construction Phase: To be determined at TO Level days after contract award.

H.39 Construction Operations

H.39.1 Operations and Storage Areas.

H.39.1.1 Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

H.39.1.2 Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.39.2 Use Of Premises.

H.39.2.1 Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

H.39.2.2 Requests From Occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the COR for determination.

H.39.2.3 Access Limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract, except as necessary to perform the required work.

H.40 Contractor Settlement of Claims & Encumbrances

H.40.1 Claims and Encumbrances.

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material, personnel, and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefor by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.40.2
RESERVED.

H.40.2.1

Advance notification required. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract.

H.40.2.2

Data required. The advance notification required by this provision shall include:

- a. A general description of the supplies or services to be subcontracted;
- b. Identification of the proposed U.S. subcontractor, to include:
 - Name and address of the firm
 - Address of principal offices
 - Name and address of each principal officer (e.g. President, Vice President, Secretary, and Treasurer)
 - Names and addresses of corporate parents or of stockholders having a controlling interest in the firm.

H.40.2.3 Review and approval.

The Government reserves the right to review proposed subcontractor claims for a period of fifteen (15) calendar days before providing notice of approval or rejection of any or all subcontractors.

The Contractor shall not be eligible for an adjustment of time or money for any delay associated with the Government's review of proposed subcontractors. In the event the Contractor is required to replace a subcontractor as a result of the Government's review, the Government shall have an additional fifteen (15) days for review of the proposed substitute.

H.40.2.4 Rejection of subcontractors.

The Government reserves the right to reject any or all subcontractor claims if their participation in the project, as determined solely by the Government Contracting Officer, may jeopardize national security interests of the United States. The Contractor shall promptly release any subcontractor rejected at any time by the Government under this clause. The Contractor shall not be eligible for an adjustment of time or money for any delay associated with the Government's rejection of subcontractor claims under this clause.

H.40.2.4.1 At this time the Department is unable to process Syrian or Yemeni subcontractors, suppliers, and/or employees for required site access and project clearance. Therefore, the contractor shall not propose or utilize companies or individuals of Syria or Yemen. The Department retains the right to reject any company/individual proposed for this project at no additional cost to the Government.

H.41 Temporary Facilities And Services

H.41.1 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the COR and shall be built with labor and materials furnished by the Contractor, the cost of which is included in the contract price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the COR, the buildings and utilities may be abandoned and need not be removed. See Division 1 of the specification with the permission of the Contracting Officer.

H.41.2 Temporary Office.

The Contractor shall provide and maintain where directed, a temporary office for use of the Contractor, and facilities for the COR and other Government employees assigned to project supervision, as required by the Contract Documents. This building or buildings shall be removed by the Contractor when directed by the COR. If and when directed by the COR, the Contractor shall move the office into suitable rooms in the building being constructed.

H.41.3 Temporary Environmental Controls.

Unless otherwise specified or unless already provided by the Government, the Contractor shall provide heat, air conditioning, ventilation, and other environmental controls, of the type and by the method required by the Contract Documents and approved by the COR as necessary to protect all work, materials, and equipment against injury or damage from weather and wetness, temperature and humidity conditions, dust, and similar environmental factors.

H.41.4 Temporary Utilities.

H.41.4.1 Responsibility.

Unless otherwise specified, the Contractor shall obtain all water, light, power, and other utilities necessary for the completion of the work, including all final tests.

H.41.4.2 Connections.

The Contractor is responsible for determining with local authorities what is required in connection with outside services and utilities, and furnishing evidence thereof to the satisfaction of the COR.

H.41.4.3 Fees and charges.

The Contractor shall arrange for, and pay all fees and charges for temporary:

H.41.4.3.1 Installation of meters and other devices; and

H.41.4.3.2 Connections to existing outside services and utilities necessary for this project.

H.41.4.4 Duration of responsibility.

The Contractor shall arrange to receive, and make payment of, bills by utilities for the Contractor's consumption and use for their products and services, until the date of substantial

completion of this project.

H.41.5 Temporary Sanitation Facilities.

The Contractor shall establish temporary toilets and such other facilities if necessary, such as mess hall and changing rooms, as required by local law or custom, and as approved by the COR, for the use of the Contractor's employees. All such facilities shall be kept clean. The Contractor shall insure that similar facilities are maintained for employees of all subcontractors, including facilities maintained by a subcontractor.

The Government considers costs for the foregoing as generally allowable, and thus, will generally pay the Contractor for such costs.

H.42 Materials And Equipment

H.42.1 Selection and Approval of Materials.

H.42.1.1 Standard of quality.

All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

H.42.1.2 Selection by Contractor.

Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. In order to ensure a timely review, the Contractor shall provide a submittal register ten days after contract award design and thirty days prior to start of construction activities showing when shop drawings, samples, or submittals shall be made.

When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.42.1.3 Custody of Materials.

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody, but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

H.42.1.4 Basis of Contract Price.

The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or “Or-Equal” items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.42.1.5 Use of Foreign Materials.

Foreign materials proposed to be used on the project shall be detailed in the Design and Construction Documents submittals. If the Contractor chooses to use foreign materials after government acceptance of the Construction Documents, the Contractor is directed to Section H, Substitutions.

H.42.1.6 Substitutions. (See Section J for required form)

H.42.1.6.1 Prior approval required.

Before substitutions proposed by the Contractor, after acceptance of the Construction Documents, may be used in the project, the Contractor must receive approval in writing from the Contracting Officer. Any substitution request must be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. Requests for use of foreign materials must provide evidence the material meets all the requirements of the contract. Requests for substitutions must be made in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer’s opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

H.42.1.6.2 Approval through shop drawings. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.

H.42.1.6.3 Final approval on delivery. Acceptance or approval of proposed substitutions under the contract is conditional upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government’s right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.42.2 “Or-Equal Clause”. References in the Specifications/Statement of Work to materials, products, or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment, or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

H.42.3 Use and Testing of Samples.

H.42.3.1 Use.

Approved samples not destroyed in testing will be sent to the Cor. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

H.42.3.2 Failure of Samples.

Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

H.42.3.3 Taking and testing of samples.

Samples of various materials or equipment delivered to the site or in place may be taken by the COR for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements unless the Contracting Officer determines it to be in the Government's interest to accept the non-conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

H.42.3.4 Cost of additional testing by the Government.

Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract required will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.42.3.5 Directed Procurement.

The Government may, at its option and upon notification to the Contractor, direct a specific location or source of procurement by the Contractor. In such event, the Contractor shall be responsible for placing the order, delivery, and all related matters, subject to an equitable adjustment in the Contract Price, if applicable.

H.42.4 Allowance Items.

H.42.4.1 Definition.

"Allowance items" means items designated as such by the Government in the Contract Documents which the Government has the option either to delete from the contract and procure directly, or to allow to remain in the contract as a responsibility of the Contractor to provide.

H.42.4.2 Quotations required.

The Contractor shall, within 90 days after execution of the contract by the Government or

other time period required by the Contract Documents or the COR, deliver to the COR quotations from suppliers for furnishing to the project site all of the allowance items listed in the Contract Documents. Based on an independent evaluation of the competitiveness of the quotations, the Contracting Officer will determine whether to procure directly the items in question, in whole or in part, or to instruct the Contractor to do so. The Contractor is entitled to receive, and the Contracting Officer shall furnish, a decision in these matters promptly after the receipt of the Contractor's quotations. Upon being advised of the Contracting Officer's decision, if the Contractor is to supply all or part of the allowance items, the Contractor shall promptly place the necessary orders for timely delivery and furnish copies of said orders to the COR.

H.42.4.3 Adjustment of allowance price.

If the Government elects to procure the allowance item directly for subsequent installation by the Contractor, the portion of the allowance price attributable to the procurement and handling of material (the allowance value does not include indirect costs and profit) shall be subtracted from the Contract Allowance Item Value. If the Government elects to have the Contractor provide the allowance item, in whole or in part, the Contract Price shall be appropriately adjusted to reflect the price for the items finally approved by the Contracting Officer.

H.42.5 Non#U.S. Dimensions and Thicknesses.

Dimensions and thickness of materials mentioned in the Specifications and shown on the Contract Drawings may be listed according to United States standards, but there is no intention to require that materials shall meet these dimensions exactly. The use of standard dimensions and thicknesses as used in work of equal or better quality in the project locality will be acceptable provided, they meet the terms and conditions of this contract and will satisfy the Government's requirements. If dimensions or thicknesses other than as shown and specified are used, there shall be no change in story heights, nor in outside dimensions of outer walls or partitions, and all connecting work shall be properly adjusted to any other variations due to the use of such units. Notwithstanding the COR's approval of non#U.S. dimensions and thicknesses, the Contractor shall be responsible for insuring that all portions of the work are properly connected (including portions connected to Government furnished materials and equipment and work by others.)

H.42.6 Surplus Materials.

H.42.6.1 Unless otherwise specified, any surplus materials, fixtures, articles, or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, the cost of which is not included in the contract price.

H.42.6.2 Declaration of Surplus.

It shall be the Contractor's responsibility at the completion of the project to declare to the appropriate local authorities, as required, any and all surplus imported materials or equipment retained or to be retained in the host country by the Contractor, and shall satisfy any required customs duties, taxes or other charges that become payable. Evidence of such declaration and

satisfaction shall be submitted to the COR before final acceptance of the project.

H.43 Imported Materials, Equipment, and Personnel

H.43.1 Costs to be borne by Contractor.

The Contractor is responsible for paying all charges, whatsoever, except customs duties as provided herein, incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance, and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

H.43.2 Duty-free clearance.

The Contractor shall follow the instructions of the Contracting Officer (see Section C) as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which (1) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions, (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or (3) are otherwise ineligible for duty-free entry.

H.44 Hazardous Material Identification

Reference Clause 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

In addition to the provisions of the referenced clause, the following shall apply.

H.44.1 Notification.

The Contractor shall notify the COR in writing of all hazardous material deliveries five (5) calendar days before delivery of the material. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials. Responsibility of Contractor. Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

H.44.2 Compliance with laws.

The Contractor shall comply with applicable and host country laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

H.44.3 Subcontracts.

The Contractor shall insert this clause, including this paragraph (d), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or

purchase orders) under this contract involving hazardous material.

H.45 Definitions

H.45.1

In addition to the definitions provided in Section I, FAR 52.202-1 (see Section/Paragraph I.1), the following definitions shall apply when used in connection with this contract:

H.45.2.1

"Contract," when referring to this agreement between the Government and the contractor, comprises and includes all of the following:

H.45.2.1.1

the Government's solicitation that led to this award;

H.45.2.1.2

all amendments to that solicitation;

H.45.2.1.3

all requirements in the sections listed in the Order of Precedence clause, H.23;

H.45.2.1.4

all authorities referenced as requirements in that solicitation, those answers, those amendments, those listed sections, or in any modifications to this contract;

H.45.2.2

all modifications and change orders to this contract.

H.45.2.3

"Contract Drawings or Drawings," where indicated by the context, means those drawings specifically listed in the executed construction contract or as later incorporated into the contract by contract modification or change order.

H.45.3

"Day" means a calendar day unless otherwise specifically indicated.

H.45.4

"Host Country" means the country in which the project is located.

H.45.5

"Material" means all materials, fixtures and other articles incorporated in or which are intended to remain with, the project.

H.45.6

"Notice to Proceed" means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract

as of a date set forth in the Notice.

H.45.7

“Other Submittals” includes progress schedules, setting drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.

H.45.8

“Project Data” includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

H.45.9

“Samples” are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

H.45.10

“Schedule of Defects” or “Punch List” means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the COR has designated as remaining to be performed, completed, or corrected before the work will be accepted by the Government.

H.45.11

“Separate Contractor” means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

H.45.12

“Work” means any and all permanent construction, which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

H.45.13

“Construction equipment” means all items used in performing the work for this project, but not to remain with the project.

H.45.14

“Government” means the Government of the United States of America.

H.45.15

“Post” means the United States diplomatic post for whose use the project is being constructed, unless otherwise designated by the Contracting Officer.

H.45.16

“Project” means the entire facility to be constructed at the site, of which the work under this contract may be the whole or a part.

H.45.17

“Contracting Officer's Representative (“COR”)” means a person designated and appointed in writing by the Contracting Officer. The COR shall be the Government’s representative on the project for technical operations. Certain and specific Contracting Officer duties may be delegated by the Contracting Officer to the COR. The COR is authorized to act on behalf of the Contracting Officer to perform only those duties expressly delegated by the Contracting Officer and as specifically set forth in the Contract Documents.

H.45.18

“Subcontractor” means a person or entity to whom the Contractor has awarded a subcontract to perform a portion of the work at the site under this contract, and unless otherwise indicated, does not include material suppliers or manufacturers not performing work at the site.

H.45.19

“United States” or “U.S.” means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of the United States.

H.46 Information Concerning the Host Country**H.46.1 Information Concerning Host Country.**

The offeror shall confirm and verify all information and shall not rely on data provided by the Government concerning the host country, such as climatological data at the site, local laws and customs, currency restrictions, taxes, or the availability of local labor, materials, and transportation, etc. It is the responsibility of the Offeror to determine and gather the information necessary to perform this contract.

H.46.2 Information Obtained by Offeror.

Before submitting a proposal, each Offeror shall, at its own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies, and obtain any additional information which the Offeror requires.

H.46.3 Notice of Errors or Discrepancies.

Offerors shall promptly notify the issuing office of any apparent ambiguity, inconsistency, or error in or among the Solicitation Documents, the proposed Contract Documents, site data provided by the Government, and the requirements of applicable laws, regulations, or customs, which they discover because of their examination of such documents or upon examination of the project site and review of local conditions affecting the performance of the contract. If necessary, the Government will issue Amendments to supplement the documents or correct any ambiguity, inconsistency or error found.

H.47 Conferences**H.47.1**

Project Kickoff Conference

H.47.1.1

After award of the contract, a date will be set for the project design development conference. The conference will be held at the time, date and place specified.

H.47.1.2

The contractor is requested to advise the Contracting Officer of attendee's names, and positions.

H.47.1.3

The contractor is responsible for making all arrangements and for all its costs and expenses to attend and participate in the Project Kickoff Conference. The Government considers such costs generally allowable.

H.47.1.4

Technical and contracting personnel will be available to discuss the project.

H.47.2

Pre-Construction Conference Date: To be Determined Location: Construction Site Location

H.47.2.1

During the project design, a date will be set for the Pre-construction conference. The conference will be held at the time, date and place specified.

H.47.2.2

The contractor is requested to advise the Contracting Officer of attendee's names, social security numbers, passport numbers, and positions.

H.47.2.3

The contractor is responsible for making all arrangements and for all its costs and expenses to attend and participate in the Pre-construction Conference. The Government considers such costs generally allowable.

H.47.3

Technical and contracting personnel will be available to discuss the project.

H.48 Change Order Processing

In the event a change to the contract is required, either due to a request from the Government or as identified by the Contractor, the Government will endeavor to issue an appropriate modification, if required, within thirty (30) days if within the authority of the Contracting Officers Representative or within sixty (60) days if additional approvals are required.

H.49 English Language Documentation Requirement

All submittals provided by the contractor to the Government under this contract that are not

provided in the English language shall be accompanied by an English language translation.

H.50 Labor Relations & Actions

****The contractor shall include this clause in all subcontracts over \$150,000 involving recruitment of third country nationals for subcontractor performance

H.50.1 Department of State contractors and subcontractors shall treat employees with respect and dignity by taking the following actions:

H.50.1.1 Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents or passports. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation.

H.50.1.2 Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. Contracts must be provided prior to employee departure from their countries of origin. Contractors will provide workers with written information on relevant host country labor laws. Fraudulent recruiting practices, including deliberately misleading information, may be considered a material breach of this contract.

H.50.1.3 Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/g/tip> or from the Contracting Officer.

H.50.1.4 Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

H.50.1.5 Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHOTLINE@STATE.GOV.

H.50.1.6 Contractor and subcontractors shall comply with sending and receiving nation laws

regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance except an employee legally permitted to remain in the country of work and who chooses to do so; or an employee who is a victim of trafficking seeking victim services or legal redress in the country of employment or a witness in a trafficking-related enforcement action.

H.50.1.7 Contractor shall monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.

H.51 Reporting Accidents

The Contractor shall provide notice to the Government and prepare a written report of any kind of incident or accident involving damage to property or injury of personnel. Notice of property damage shall be provided to the Contracting Officer's Representative (COR) within two hours of the incident, if during normal business hours, or within two hours of the beginning of the next workday if the incident occurs other than during duty hours. In event of an accident or incident involving serious injury or death or the discharge of a firearm, the Contractor shall notify the COR within one hour. The Contractor shall prepare a detailed written report of each incident or accident and forward one copy of the report to the Contracting Officer and one copy to the designated COR not later than 48 hours after the occurrence of the incident.

H.52 Contractor Security Plan Requirement

H.52.1 Work under this contract will be performed in a country that may experience security contingencies due to civil unrest, terrorism, political violence, and crime. Prime contractors and other service providers must develop and implement a comprehensive security program to protect their employees, and the employees from each sub-contract, regardless of their country of origin, from such contingencies; and must develop a means to monitor, assess, and communicate changes in the security environment to their employees throughout the region. Contractors should seek professional advice in developing a security program tailored to the region where the work will be performed, or where an activity is undertaken to facilitate that work, to ensure the security program adequately mitigates the risks specific to that locale.

H.52.2 The security program shall, at a minimum, address physical, personal, and procedural security for employee housing/residences, transportation from housing to and from work venues, an action plan for medical/ security-related emergencies, and the contractor's security policy for employees for off duty recreational activities and those areas of the host nation that are deemed off limits due to the security environment. The comprehensive security program shall be documented in writing and submitted to the contracting officer within 30 days after award. The contractor will provide plan updates as necessary.

H.52.3 Adherence to this clause is considered integral to the performance of this contract, and failure to submit a plan consistent with these requirements or implement the plan may provide

adequate ground for termination of the contract for default. This clause is to be read in agreement with FAR 52.225-19, Contractor Personnel In A Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (May 2020) which is incorporated into this contract, and nothing in this clause shall be read or construed as limiting the responsibilities of the contractor or its subcontractors as set out in to that clause.

H.53 Conflicts of Interest

The firm that developed the bridging documents included in this contract and any architect or engineer, in any discipline, who contributed to the design or development of the bridging documents included in this contract is not eligible to: a) render services to the contractor awarded the design-build contract (Contractor), that involve the review, verification, or construction based upon the bridging documents; b) serve as part of the

Design-Build Contractor's A/E team in any capacity; nor c) render services that involve the review, verification, or construction based upon the bridging documents to any subcontractor at any tier on the project. Before engaging the services of a sub-consultant, the contractor may request the Contracting Officer review the level of involvement and contributions made by a sub-consultant to determine if a conflict of interest exists.

H.54 Company Business Cards

Contractors are not allowed to include any information relating to this contract on business cards. This information includes information apparent, implied, or specific to the company's support to the U.S. Department of State.

H.55 Personnel Matters/Instructions

Contact With Government Official:

Contractors are prohibited from conducting business development during the performance of any task order (duty or non-duty hours). Personnel assigned to task orders are only permitted to perform the work authorized in the Statement of Work and is not permitted to perform work for any other contract. Personnel representing the company on behalf of any task order of the main ID/IQ shall not solicit or otherwise engage in any business development activities with Foreign Government Officials while performing any work on behalf of the U.S. Department of State.

Identification of Employees:

The employees of the Contractor shall at all times be identified as officials, employees or agents of the Contractor or subcontractors and shall not be considered as officials, employees, or agents of the host country government or the Government of the United States of America. Contractors are prohibited from conducting business development during the performance of any task order (duty or non-duty hours). Personnel assigned to task orders are only permitted to perform the work authorized in the Statement of Work and is not permitted to perform work for any other contract. Personnel representing the company on behalf of any task order of the main ID/IQ shall not solicit or otherwise engage in any business development

activities with Foreign Government Officials while performing any work on behalf of the U.S. Department of State.

COMPLIANCE WITH NATIONAL AND LOCAL HOST COUNTRY LAWS:

The Contractor, including subcontractors, shall comply with all applicable national and local host country laws unless specifically authorized in writing to do otherwise by the Contracting Officer.

REMOVAL FROM DUTY:

- General -- The CO may, by written notice to the Contractor, direct the removal and/or replacement of Contractor personnel assigned to this contract. A Contractor employee may be removed from duty for cause (misconduct, DS determination of unsuitability for sensitive duties and/or loss of personnel security clearance, or unsatisfactory performance) or for the convenience of the Government. Upon written notice to the CO, COR, Program Office and DS/IS/IND, the Contractor may move to replace personnel assigned to this contract for the convenience of the Contractor (to include resignation by employee). The Contractor shall make written notification with 24 hours from Contractor removal.
- Removal for Cause -- The Government retains the right to direct the replacement or removal from post of any worker who fails to comply with all appropriate regulations or whose conduct is embarrassing or otherwise damaging to the United States' interests. The Contractor shall submit an adverse report to the CO, COR, Program Office, and DS/IS/IND when a worker is removed for cause. A determination to remove a Contractor employee due to misconduct or unsuitability may involve, but is not limited to, the following types of misconduct:
 - a. Neglect of duty, unsatisfactory performance, unreasonable delays or failure to carry out assigned tasks;
 - b. Conducting personal affairs during official time;
 - c. Refusing to render assistance or cooperate in upholding the integrity of the objectives of this contract;
 - d. Falsification or unlawful concealment, removal, mutilation or destruction of any document or record, or concealment of material facts by willful omissions from documents or records;
 - e. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting;
 - f. Participation in disruptive activities that interfere with the normal efficient operations of the worksite;
 - g. Theft, vandalism, immoral conduct, or any other criminal action under U.S. or host country law -- the Contractor is required to observe all Host Country Laws;
 - h. Selling, consuming or being under the influence of drugs, or other illegal substances which produce similar effects;
 - i. Abuse of alcohol;
 - j. Improper use of credentials;
 - k. Any evidence that would indicate that the individual is guilty of security violations including restricted or prohibited market dealings, currency manipulation,

- violations of the post contact policy regarding criteria
- l. country nationals, espionage or treason;
 - m. Noncompliance with post security policy;
 - n. Determination of unsuitability made by DS on the basis of investigations made pursuant to the regulations in 3 FAM 4100, Appendix B; such determination, which may involve termination of security clearance, will be communicated to the CO, who will automatically direct the removal of the employee.
 - o. If the CO directs the removal of a Contractor employee due to misconduct, unsuitability, or unsatisfactory performance of the employee, to include loss of a security clearance, the Contractor will be required to take full responsibility and bear all expenses connected with removing and promptly replacing the employee, including travel, transportation and shipping costs.
 - p. Removal for Convenience of Government -- If removal of a Contractor employee is for the convenience of the Government, it shall be regarded as (1) a Change entitling the Contractor to an equitable adjustment if the employee is to be replaced; or (2) a Partial Termination for Convenience if the employee is not replaced.
 - q. Removal for Convenience of Contractor -- If removal of a Contractor employee is for the convenience of the Contractor, the Contractor will be required to take full responsibility and bear all expenses connected with removing and prompt replacement of the employee, including travel, transportation and shipping costs, severance pay, local labor hires or temporary hires incurred prior to a replacement employee's arrival at post.
 - r. Removal Demanded by Host Government -- The host Government has the right under international law to require removal of any person assigned to a diplomatic mission, and is not required to justify or to state reasons for declaring an individual persona non grata.
 - s. In such cases, where none of the above-enumerated causes for removal concurrently apply, the employee's removal from duty will be considered, for purposes of determining responsibility for transportation and shipment of effects, a removal for the convenience of the Government.

IMPORTANT NOTE:

All Contractor personnel when at a Foreign Service Mission are subject to the administrative control of the United States Ambassador or Principal Officer of that mission. If that responsible official determines that it is in the best interest of the Government for a contract individual to be removed from post that individual must depart as quickly as transportation will allow.

H.56 Technical Direction

- a. Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the Contracting Officer's Representative specified in SECTION G of this contract. As used herein, technical instructions are defined to include the following:
 - 1. Directions to the Contractor which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Statement of Work.

2. Guidance to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of work description.
- b. Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to:
1. assign additional work under the contract;
 2. direct a change as defined in the "Changes" clause of this contract;
 3. increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or
 4. change any of the terms, conditions, or specifications of the contract.
- c. If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.
- d. Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

H.57 Prime/Subcontractor Instructions and Limitations

This clause discusses the potential limitations on the number of business arrangements for GLOBALCAP as well as how those business arrangements apply and interact between the two competition pools (F&O and SDVOSB / WOSB). For a discussion on how GLOBALCAP business arrangements apply and interact with Global Advisory, see H Clause 12.

The goal of this clause to ensure there is healthy competition and an appropriate number of suppliers for GLOBALCAP as well as limit any potential conflicts of interest.

Prime/Subcontractor Relationships Across the two Competition Pools

For this acquisition limited cross-business relationships will be allowed for **Prime** contractors.

1. If a company is awarded a prime contract in one competition pool – either full and open F&O or SDVOSB / WOSB pool – it is allowed to be a sub-contractor in the other competition pool for only one vendor.
2. If a company is awarded a prime contract in one competition pool – either full and open F&O or SDVOSB / WOSB – it is not allowed to be a sub-contractor to another prime in the same competition pool.

The following scenario(s) would be allowed:

- Large business ABC wins a prime contract in the F&O competition pool. ABC is only

allowed to be a subcontractor for one vendor in the SB competition pool.

- Small Business GHI wins a prime contract in the SB competition pool. GHI is only allowed to be a subcontractor for one vendor in the F&O competition pool.

The following scenario(s) would NOT be allowed:

- Large business ABC wins a prime contract in the F&O competition pool. ABC is not allowed to be a subcontractor for any other vendor in the F&O competition pool.
- Small business DEF wins a prime contract in the SDVOSB / WOSB competition pool. DEF is not allowed to be a subcontractor for any other vendor in the SB competition pool.

Subcontractor Participation Only

If a company is participating as only a subcontractor, they will be allowed to be a subcontractor for a maximum of two prime vendors in each competition pool.

Possible Business Arrangements:

- a. Subcontracting arrangement – this is your typical prime/sub relationship. FAR 52.219-14 is included in this IDIQ contract. The “At least 50%” requirement within the clause may be met by an affiliation of small businesses, provided each member of the affiliation meets the small business size standard.
- b. Joint-ventures – will be allowed under this acquisition, FAR 4.102(d) applies. The same limitations apply to Joint ventures regarding how many teams/relationships a company can participate in.
- c. Mentor/Protégé (MP) – will be allowed under this acquisition, under the rules set forth in 13 CFR 124.520.
- d. “Subcontractor” and “Teaming Partner” have the same meaning in respect to this clause and both businesses arrangements shall be applied the same IAW with this clause.

Post Award

This H-clause will apply throughout the life of the IDIQ contract. See Clause G.7 for notification requirements of changes.

H.58 Leahy Vetting Guidelines

The Department of State shall vet individuals and units participating in task order activities for human rights violations in advance of activity implementation and in accordance with Department Leahy vetting guidelines. The Contractor shall coordinate with the appropriate U.S. Embassy to compile and submit required participant biographic information for vetting no less than 60 days prior to the delivery of any form of assistance (including training, equipment, technical assistance, and advisement). The Contractor shall notify the appropriate U.S. Embassy and the COR within one calendar day if the Contractor observes any individuals receiving any form of assistance who have not been formally vetted to receive assistance.

H.59 Child Solder Prevention Act

The Contractor shall ensure that all individuals receiving equipment, sustainment support, and

training and technical assistance are 18 years of age or older before delivering assistance. The Contractor shall notify the appropriate U.S. Embassy and COR within one business day if the Contractor observes any individuals receiving training, technical assistance, or equipment who are under the age of 18.

(End of Section H)

PART II: CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 General

Due to the various combinations of contract clauses and provisions that may be required for an individual order based on the contract type, statement of work, dollar value, and other specific customer agency requirements, the Department of State cannot predetermine all the required contract clauses and provision for individual TOs placed in the future. However, all required and applicable clauses and provisions set forth in FAR 52.301 automatically flow down to all GLOBALCAP TOs, based on their specific contract type, statement of work, and dollar value.

The CO must identify any optional, and/or Agency-specific clauses and provisions for each individual TO solicitation and subsequent task order award. The CO will provide the clause and provision number, title, date, and fill-in information (if any) when an RFQ is issued.

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

Table I1: FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

Clause	Title	Date
52.202-1	Definitions	Jun 2020
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedures	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct	Nov 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Jun 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011

52.204-7	System for Award Management	Oct 2018
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jun 2020
52.204-13	System For Award Management Maintenance	Oct 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	Oct 2016
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Nov 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Nov 2021
52.204-27	Prohibition on a ByteDance Covered Application	Jun 2023
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Nov 2021
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.210-1	Market Research	Nov 2021
52.211-5	Material Requirements	Aug 2000
52.211-13	Time Extensions	Sept 2000
52.215-2	Audit and Records – Negotiation	Jun 2020
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Aug 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications	Jun 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	Oct 2010
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications	Jun 2020
52.215-14	Integrity of Unit Prices	Nov 2021
52.215-15	Pension Adjustments and Asset Reversions	Oct 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Jul 2005
52.215-19	Notification of Ownership Changes	Oct 1997
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort	Oct 2009
52.215-23	Limitations on Pass-Through Charges (and Alternate I)	June 2020
52.216-7	Allowable Cost and Payment	Aug 2018
52.216-8	Fixed Fee	Jun 2011
52.217-8	Option to Extend Services	Nov 1999

52.217-9	Option to Extend the Term of the Contract	Mar 2000
52.219-8	Utilization of Small Business Concerns	Oct 2022
52.219-9	Small Business Subcontracting Plan	Oct 2022
52.219-13	Notice of Set-Aside of Orders	Mar 2020
52.219-14	Limitations on Subcontracting	Oct 2022
52.219-16	Liquidated Damages – Subcontracting Plan	Sep 2021
52.219-28	Post-Award Small Business Program Representation	Mar 2023
52.222-2	Payment for Overtime Premiums (“zero” is the insertion in the blank in “a”)	Jul 1990
52.222-19	Child Labor—Cooperation with Authorities and Remedies	Dec 2022
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	Oct 2022
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	Oct 2022
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000	Jun 2020
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-23	Notice of Requirement For Affirmative Action To Ensure Equal Employment Opportunity For Construction	Feb 1999
52.222-26	Equal Opportunity	Sep 2016
52.222-27	Affirmative Action Compliance Requirements For Construction	Apr 2015
52.222-29	Notification of Visa Denial	Apr 2015
52.222-35	Equal Opportunity for Veterans	Jun 2020
52.222-36	Equal Opportunity for Workers With Disabilities	Jun 2020
52.222.38	Compliance with Veteran Employment Reporting Requirements	Feb 2016
52.222-37	Employment Reports on Veterans	Jun 2020
52.222-54	Employment Eligibility Verification	May 2022
52.223-3	Hazardous Material Identification and Material Safety Data	Feb 2021
52.223-3 I	Hazardous Material Identification and Material Safety Data – Alternate I	Jan 1995
52.223-5	Pollution Prevention and Right-to-Know Information	May 2011
52.223-6	Drug-Free Workplace	May 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Jun 2020
52.223-19	Compliance with Environmental Management Systems	May 2011
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2021

52.225-14	Inconsistency Between English Version and Translation of Contract	Feb 2000
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	May 2020
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications	Jun 2020
52.227-1	Authorization and Consent	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Jun 2020
52.228-2	Additional Bond Security	Oct 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	Jul 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	Apr 1984
52.228-7	Insurance – Liability to Third Persons	Mar 1996
52.228-12	Prospective Subcontractor Requests For Bonds	Dec 2022
52.228-14	Irrevocable Letter of Credit	Nov 2014
52.228-15	Performance and Payment Bonds – Construction	Jun 2020
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.229-6	Taxes–Foreign Fixed-Price Contracts	Feb 2013
52.229-8	Taxes –Foreign Cost-Reimbursement Contracts	Mar 1990
52.230-2	Cost Accounting Standards	Jun 2020
52.230-6	Administration of Cost Accounting Standards	Jul 2010
52.232-1	Payments	Apr 1984
52.232-5	Payments under Fixed-Price Construction Contracts	May 2014
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	Nov 2021
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-13	Notice of Progress Payments	Apr 1984
52.232-16	Progress Payments	Nov 2021
52.232-17	Interest	May 2014
52.232-20	Limitation of Cost	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-25	Prompt Payment	Jan 2017
52.232-25	Prompt Payment (Alternate I)	Feb 2002
52.232-27	Prompt Payment For Construction Contracts	Jan 2017
52.232-33	Payments By Electronic Funds Transfer – System for Award Management	Oct 2018

52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments To Small Business Subcontractors	Mar 2023
52.233-1	Disputes	May 2014
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.236-2	Differing Site Conditions	Apr 1984
52.236-3	Site Investigation and Conditions Affecting the Work	Apr 1984
52.236-5	Material and Workmanship	Apr 1984
52.236-6	Superintendence By The Contractor	Apr 1984
52.236-7	Permits and Responsibilities	Nov 1991
52.236-8	Other Contracts	Apr 1984
52.236-9	Protection Of Existing Vegetation, Structures, Equipment, Utilities, And Improvements	Apr 1984
52.236-10	Operations and Storage Areas	Apr 1984
52.236-11	Use and Possession Prior To Completion	Apr 1984
52.236-12	Cleaning Up	Apr 1984
52.236-13	Accident Prevention	Nov 1991
52.236-13 I	Accident Prevention - Alternate I	Nov 1991
52.236-17	Layout of Work	Apr 1984
52.236-21	Specifications And Drawings For Construction	Feb 1997
52.236-21 I	Specifications And Drawings For Construction Alternate I	Apr 1984
52.236-22	Design Within Funding Limitations	Apr 1984
52.236-23	Responsibility of the Architect-Engineer Contractor	Apr 1984
52.236-24	Work Oversight In Architect-Engineer Contracts	Apr 1984
52.236-25	Requirements For Registration Of Designers	Jun 2003
52.236-26	Pre-Construction Conference	Feb 1995
52.237-3	Continuity of Services	Jan 1991
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-2	Production Progress Reports	Apr 1991
52.242-3	Penalties for Unallowable Costs	Dec 2022
52.242-4	Certification of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	Apr 1984
52.243-1	Changes – Fixed-Price (Alternate I, Alternate II and Alternate IV)	Aug 1987 Apr 1984 Apr 1984 Apr 1984
52.243-2	Changes – Cost-Reimbursement (Alternate I, II and III)	Aug 1987 Apr 1984

		Apr 1984 Apr 1984
52.243-3	Changes-Time-and-Materials or Labor-Hours	Sep 2000
52.243-4	Changes	Jun 2007
52.243-5	Changes and Changed Conditions	Apr 1984
52.243-6	Change Order Accounting	Apr 1984
52.243-7	Notification of Changes	Jan 2017
52.244-2	Subcontracts	Jun 2020
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Products and Services	Mar 2023
52.245-1	Government Property	Sep 2021
52.245-2	Government Property Installation Operation Services	Apr 2012
52.245-9	Use and Charges	Apr 2012
52.246-12	Inspection Of Construction	Aug 1996
52.246-21	Warranty Of Construction	Mar 1994
52.246-21	Warranty Of Construction – Alternate I	Apr 1984
52.246-23	Limitation of Liability	Feb 1997
52.246-24	Limitation of Liability – High-Value Items	Feb 1997
52.246-25	Limitation of Liability – Services	Feb 1997
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	Apr 1984
52.247-63	Preference for U.S. – Flag Air Carriers	June 2003
52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels	Nov 2021
52.247-68	Report of Shipment (REPSHIP)	Feb 2006
52.248-1	Value Engineering	Jun 2020
52.248-2	Value Engineering – Architect-Engineer	Mar 1990
52.248-3	Value Engineering – Construction	Oct 2020
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.249-7	Termination (Fixed-Price Architect-Engineer)	Apr 1984
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.249-10	Default (Fixed-Price Construction)	Apr 1984
52.249-14	Excusable Delays	Apr 1984
52.251-1	Government Supply Sources	Apr 2012
52.253-1	Computer Generated Forms	Jan 1991
652.216-70	Order – Indefinite-Delivery Contract	Apr 2004
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended	Aug 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within	July 1988

	the United States	
652.229-71	Personal Property Disposition at Posts Abroad	Aug 1999
652.232-70	Payment Schedule and Invoice Submission (Fixed-Price)	Aug 1999
652.232-71	Voucher Submission (Cost-Reimbursement)	Aug 1999
652.232-72	Limitation of Funds	Aug 1999
652.236-70	Additional Safety Measures	Oct 2017
652.243-70	Notices	Aug 1999
652.245-71	Special Reports of Government Property	Feb 2015

I.2 FAR Clauses Incorporated in Full Text

I.2.1 PREVENTING PERSONAL CONFLICTS OF INTEREST – FAR 52.203-16 (JUN 2020)

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

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- 1) Planning acquisitions.
- 2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- 3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- 4) Evaluating contract proposals.
- 5) Awarding Government contracts.
- 6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- 7) Terminating contracts.
- 8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- 1) An employee of the contractor; or
- 2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that-

- 1) Is exempt from disclosure under the Freedom of Information Act (5 U.S. C.552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- 2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

- 1) Among the sources of personal conflicts of interest are-
 - i. Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
 - ii. Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
 - iii. Gifts, including travel.
- 2) For example, financial interests referred to in paragraph (1) of this definition may arise from-
 - i. Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
 - ii. Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
 - iii. Services provided in exchange for honorariums or travel expense reimbursements;
 - iv. Research funding or other forms of research support;
 - v. Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
 - vi. Real estate investments;
 - vii. Patents, copyrights, and other intellectual property interests; or
 - viii. Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

- 1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by-
 - i. Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:
 - (A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.
 - (B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).
 - (C) Gifts, including travel; and
 - ii. Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

- 2) For each covered employee—
 - i. Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;
 - ii. Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and
 - iii. Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.
- 3) Inform covered employees of their obligation-
 - i. To disclose and prevent personal conflicts of interest;
 - ii. Not to use non-public information accessed through performance of a Government contract for personal gain; and
 - iii. To avoid even the appearance of personal conflicts of interest;
- 4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
- 5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and
- 6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include-
 - i. Failure by a covered employee to disclose a personal conflict of interest;
 - ii. Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
 - iii. Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver.

- 1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for-
 - i. Agreement to a plan to mitigate the personal conflict of interest; or
 - ii. A waiver of the requirement.
- 2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.
- 3) The Contractor shall-
 - i. Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
 - ii. Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

- (d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—
- 1) That exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award; and
 - 2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (*i.e.*, instead of performance only by a self-employed individual).

I.2.2 QUALIFICATION REQUIREMENTS – FAR 52.209-1 (FEB 1995)

- (a) *Definition*. “Qualification requirement,” as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.
- (b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____

(Address) _____

- (c) If an offeror, manufacturer, source, product, or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____

(to the extent known)

- (d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
- (e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.
- (f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

I.2.3 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS – FAR 52.209-9 (OCT 2018)

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—
 - 1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
 - i. Government personnel and authorized users performing business on behalf of the Government; or
 - ii. The Contractor, when viewing data on itself; and
 - 2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

- i. Past performance reviews required by subpart 42.15;
 - ii. Information that was entered prior to April 15, 2011; or
 - iii. Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
 - 1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
 - 2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - 3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled promulgated under E.O. 12600.

I.2.4 ORDERING— FAR 52.216-18 (AUG 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from time of award through the following 10 years.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.2.5 ORDER LIMITATIONS— 52.216-19 (OCT 1995)

- a. Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$25,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- b. Maximum order. The Contractor is not obligated to honor-
 1. Any order for a single item in excess of **\$1,000,000,000**
 2. Any order for a combination of items in excess of **\$2,500,000,000**; or
 3. A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in paragraph (b)(i) or (ii) of this section.
- c. If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- d. Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.2.6 INDEFINITE QUANTITY – FAR 52.216-22 (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make

any deliveries under this contract after **two years after the expiration of the ordering period unless otherwise agreed by the parties.**

(End of clause)

I.2.7 OPTION TO EXTEND THE TERM OF THE CONTRACT – FAR 52.217-9 (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **identified at the task order level** (Note: This clause will be applied at the task order level) (Note: There are no options to be exercised at the IDIQ level but rather one single ordering period) provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **identified at the task order level** 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 (IDIQ), including the exercise of any options under this clause, shall not exceed **126 months / 10.5 years (IDIQ). Note task orders will have a different length identified.**

I.2.8 COMBATING TRAFFICKING IN PERSONS – FAR 52.222-50 (NOV 2021)

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

“Coercion” means—

- 1) Threats of serious harm to or physical restraint against any person;
- 2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- 3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person. “Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- 1) By threats of serious harm to, or physical restraint against, that person or another person;
- 2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- 3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- 1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- 2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- 1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- 2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- 1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- 2) Procure commercial sex acts during the period of performance of the contract; or
- 3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

- 1) Notify its employees of—
 - i. The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - ii. The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- 2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

- 1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
 - 2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
- 1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
 - 2) Requiring the Contractor to terminate a subcontract;
 - 3) Suspension of contract payments;
 - 4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - 5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - 6) Suspension or debarment.
- (f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.
- (g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

I.2.9 RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (MAY 2023)

- (a) Where contracts exceeding the Simplified Acquisition Threshold will require the recruitment of Third Country Nationals (TCNs), the offeror is required to submit a Recruitment Plans part of its proposal. Offerors providing employer furnished housing are required to submit a Housing Plan. All plans are assessed on a pass/fail basis.
- (b) Recruitment Plans must:
- 1) State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.

- 2) Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.
 - 3) State in the offer that the recruited employee will not be charged recruitment fees as defined in FAR 22.1702 and FAR 52.22-50. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State contracts.
 - 4) Recruitment fees included by the prime contractor in the contract price must be allowable by country law, allocable to the contract based on benefit to the program, and reasonable based on what a prudent businessperson would pay for similar expenses and charges. The reasonableness of recruitment fees should be assessed based on the reasonableness of the individual components.
 - 5) State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.
 - 6) State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
 - 7) Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.
- (c) The offeror will submit a Housing Plan if it intends to provide employer furnished housing for TCNs. The Housing Plan must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes. Contractor shall comply with any Temporary Labor Camp standards contained in their contract. In contracts without a Temporary Labor Camp standard, a minimum of 70 square feet per employee must be allocated if an employee is housed individually; if housed together, a minimum of 50 square feet per employee must be allocated unless waived by the Contracting Officer. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.
- (d) Department of State contractor and subcontractors will prevent human trafficking and treat employees with respect and dignity by taking the following actions:
- 1) Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents, passports, or immigration documents. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation.

- 2) Contractor shall provide employees with signed copies of the/their employment contracts that are in a language the worker understands and define the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. Contracts must be provided prior to employee departure from their countries of origin. Fraudulent recruiting practices, including deliberately misleading information, will be considered a material breach of this contract.
- 3) Contractor shall provide all employees with the Department's "Know Your Rights" poster and document that employees have been briefed on the contents of the poster. The English language version is available at posters and accompanying directions or from the Contracting Officer.
- 4) Contractor shall display posters in worker housing advising employees in English and the dominant language of the TCNs being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline, StateOIG.gov/Hotline at 202-647-3320 or 1-800-409-9926 or via email at WPEAombuds@stateoig.gov.
- 5) Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against procuring commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer's Representative.
- 6) Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers who have traveled from other countries for contract performance except an employee legally permitted to remain in the country of work and who chooses to do so; including an employee who is a victim of trafficking seeking victim services and/or legal redress in the country of employment and/or is a witness in a trafficking-related enforcement action.
- 7) Contractor shall monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.

- 8) The contractor agrees to include FAR Clause 52.222-50 Combating Trafficking in Persons in all subcontracts over the simplified acquisition threshold involving recruitment of third country nationals for subcontractor performance.
- (e) For contracts or subcontracts with performance overseas valued at \$550,000 or more, other than those commercially available off-the-shelf items, offerors will certify with the submission of their proposal and annually thereafter that the contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent human trafficking and to comply with the provisions of this clause. The certification will confirm that, to the best of its knowledge and belief of the signatory, neither the prime nor its agents nor subcontractor have engaged in any trafficking related activities, including the procurement of a commercial sex act during the period of the contract, the use of forced labor in the performance of the contract, acts that support or facilitate trafficking in persons such as destroying or confiscating employees' documents or failing to provide return transportation, soliciting employees by use of fraud or charging recruitment fees or providing sub-standard housing described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause. The certification will also confirm that if any violations have been found, the contractor has taken the appropriate remedial and referral actions. Contractors and subcontractors can find a model FAR compliance plan, a sample code of conduct, a supplier/subcontractor self-assessment questionnaire, and criteria to select and monitor labor recruiters among other tools on the Responsible Sourcing Tool website. The Responsible Sourcing Tool is designed to assist Federal contractors, procurement officials, and other stakeholders in identifying human trafficking or trafficking-related activities in their supply chains and developing effective management systems to prevent and address these issues. Beyond the due diligence tools, the site enables federal contractors, acquisition officials, and other entities to visualize human trafficking risks by location, industry sector, and commodity.

(End of clause)

I.3 Department of State Acquisition Regulation (DOSAR) Clauses Incorporated by Reference

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

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

Table I3: DOSAR Clauses Incorporated by Reference

Clause	Title	Date
652.216-70	Ordering – Indefinite-Delivery Contract	Apr 2004
652.219-70	Department of State Subcontracting Goals	Apr 2004
652.219-73	Mentor Requirements and Evaluation	Apr 2004
652.225-71	Section 8(a) of the Export Admin Act of 1979, As Amended	Aug 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States	Jul 1988
652.229-71	Personal Property Disposition at Posts Abroad	Aug 1999
652.232-70	Payment Schedule and Invoice Submission (Fixed Price)	Aug 1999
652.232-71	Voucher Submission (Cost-Reimbursement)	Aug 1999
652.232-72	Limitation of Funds	Aug 1999
652.237-72	Observance of Legal Holidays and Administrative Leave	Feb 2015
652.239-70	Information Technology Security Plan and Accreditation	Sep 2007
652.239-71	Security Requirements for Unclassified Information Technology Resources	Sep 2007
652.242-73	Authorization and Performance	Aug 1999
652.243-70	Notices	Aug 1999
652.245-70	Status of Property Management System	Dec 2013
652.245-71	Special Reports of Government Property	Feb 2015
652.247-70	Notice Of Shipments	Feb 2015
652.247-71	Shipping Instructions	Feb 2015

I.4 FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

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 websites) 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 FederalContract 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 products, 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)

I.5 FAR 52.216-32 Task-Order and Delivery Order Ombudsman Alternate 1 (Sep 2019)

- a. In accordance with [41 U.S.C. 410641 U.S.C. 4106](#)(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.
- b. For solicitations issued by the Office of Acquisition Management (A/OPE/AQM) or a Regional Procurement Support Office, the A/OPE/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.govAQMCompetitionAdvocate@state.gov.
 1. For all others, the Department of State Advocate for Competition at cat@state.govcat@state.gov.
 2. Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).
- c. Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.
- d. Contracts used by multiple agencies.
 - (1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.
 - (2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order: the A/OPE/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(End of clause)

I.6 FAR 52.236-1 Performance of Work by the Contractor (Apr 1984)

- a. The Contractor shall perform on the site, and with its own organization, work equivalent to at least **(To Be Cited at the Task Order Level For Construction Task Orders)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

I.7 DOSAR 652.204-70 - Department of State Personal Identification Card Policy and Procedures (Feb 2015)

- 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)

I.8 Observance of Leal Holidays and Administrative Leave – DOSAR 652.237-72 (Feb 2015)

The Department of State observes the following days as holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents Day
4. Juneteenth Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

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

- a. When any such day falls on a Saturday or Sunday, the following Monday 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.
- b. 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.
 - c. 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.
 - d. 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.

I.9 252.247-7022 Representation of Extent of Transportation by Sea (Jun 2019)

- a. The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supply is defined in the Transportation of Supplies by Sea clause of this solicitation.
- b. Representation. The Offeror represents that it:
 - 1. Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
 - 2. Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Section I)

PART III: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J-1 Labor Category Descriptions
- J-2 NTE Fully-Loaded Hourly Labor Rates *(to be inserted at IDIQ award)*
- J-3 Equipment Specifications
- J-4 NTE Equipment Unit Prices *(to be inserted at IDIQ award)*
- J-5 Provisional Billing and Ceiling Indirect Cost Rates *(to be inserted at IDIQ award)*
- J-6 CLIN Structure
- J-7 DD Form 254
- J-8 Sample Receipt, Inspection, and Acceptance (RIA) Form *(to be inserted at IDIQ award)*
- J-9 Procurement Restrictions
- J-10 Past Performance Questionnaire – (IDIQ Evaluation Only)
- J-11 Sample Task Order – (IDIQ Evaluation Only)
- J-12 Pricing Tables – (IDIQ Evaluation Only)
- J-13 Questions and Answers (Q&A) Template – (IDIQ Evaluation Only)

(End of Section J)

PART IV: REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 General

Instructions: The provision at FAR 52.204-7, System for Award Management, is included in this solicitation. Offerors must complete the annual representations and certifications electronically via the SAM.gov website accessed through <https://www.SAM.gov> and provide a copy of that document with their proposal. Additionally, the Offeror is required to complete the following representations and certifications and submit them with proposal submissions.

For IDIQ proposals, if any items at FAR 52.204-7 are not applicable at the IDIQ level, the Offeror may include a statement as follows: "To be completed at the TO level."

Table K1: Required Representations and Certifications

FAR Provision	Title	Date
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar 2023
52.234-2	Notice of Earned Value Management System-Pre-award Integrated Baseline Review	Nov 2016
52.234-3	Notice of Earned Value Management System- Post-Award Integrated Baseline Review	Nov 2016

K.2 Department of State Acquisitions Regulations (DOSAR) provision

K.3 DOSAR 652.225-70 - Arab League Boycott of Israel (Aug 1999)

a. Definitions.

As used in this provision:

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

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

b. Certification.

1. By submitting this offer, the Offeror certifies that it is not: 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)

K.4 FAR PROVISION 52.204-8 Annual Representations and Certifications – (Mar 2023)**(a)**

(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210, Facilities Support Services.

(2) The small business size standard is \$38.5 Million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

(i) ☐ Paragraph (d) applies.

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that–

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision

applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

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

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

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

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

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

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation.

This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- ☐ (i) 52.204-17, Ownership or Control of Offeror.
 - ☐ (ii) 52.204-20, Predecessor of Offeror.
 - ☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
 - ☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
 - ☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
 - ☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
 - ☐ (vii) 52.227-6, Royalty Information.
 - ☐ (A) Basic.
 - ☐ (B) Alternate I.
 - ☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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

(End of provision)

K.5 FAR 52.230-1 Cost Accounting Standards Notices and Certification (Jun 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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

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

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

- ☐ (1) *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
 - (ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____

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

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

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

Date of Disclosure Statement: _____

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

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

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

[] (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

☐ Yes ☐ No

(End of provision)

K.6 FAR 52.230-7 Proposal Disclosure – Cost Accounting Practice Changes (Apr 2005) (not applicable to small business offerors)

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

☐ Yes ☐ No

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

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

(End of Section K)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

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/>

Table L1: Solicitation Provisions Incorporated by Reference

Provision	Title	Date
52.204-6	Unique Entity Identifier	Oct 2016
52.204-7	System for Award Management & Alternate I	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.204-22	Alternative Line-Item Proposal.	Jan 2017
52.215-1	Instructions to Offerors—Competitive Acquisition	Nov 2021
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Alternate IV)*	Nov 2021
52.216-27	Single or Multiple Awards	Oct 1995
52.219-31	Notice of Small Business Reserve	Mar 2020
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	Feb 1999
52.222-46	Evaluation of Compensation for Professional Employees	Feb 1993
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	Oct 2020
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee)	Feb 2021
52.232-38	Submission of Electronic Funds Transfer Information with Offer	Jul 2013
52.250-3	SAFETY Act Coverage Not Applicable Alternate I Alternate II	Feb 2009

52.250-4	SAFETY Act Pre-qualification Designation Notice Alternate I Alternate II	Feb 2009
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* The Government replaces the italics in FAR 52.215-20 (Alternate IV)(b) with, "See Section L.23.4 for required pricing information (data other than certified cost or pricing data)."

L.2 FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representations (Jan 2017)

- a. Definition. As used in this provision-Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.
- b. 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 funds appropriated (or otherwise made available) 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.
- c. The prohibition in paragraph (b) 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.
- d. 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).

(End of provision)

L.3 FAR 52.216-1 Type of Contract Award (APR 1984)

The Government contemplates award of multiple indefinite-delivery, indefinite-quantity contracts (IDIQs) resulting from this solicitation. The contract types that may be awarded as orders under the resultant IDIQs will be one or more of the types identified in FAR part 16. Up to seven (7) contracts will be set aside for Service-Disabled, Veteran-Owned Small Business (SDVOSB) / Women-Owned Small Business (WOSB) concerns and up to seven (7) contracts are

anticipated for full and open awards.

(End of provision)

L.4 FAR 52.219-27 Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022)

L.5 FAR 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 (Oct 2022)

L.6 FAR 52.233-2 Service of Protest (Sep 2006)

- a. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer, Bradley Wade Ward (Email: WardBW@state.gov) and Branch Chief, Kelly Wagner, (Email: wagnerkm2@state.gov).

U.S. Department of State
A/LM/AQM/WWD
Attn: Bradley Ward
1701 North Fort Meyer Drive
Arlington, VA 22209

- 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.7 FAR 52.252-5 Authorized Deviations in Provisions (Nov 2020)

- a. The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- b. The use in this solicitation of any Federal Acquisition Regulation (FAR) and Department of State Acquisition Regulation (DOSAR) (48 CFR 1 & 6) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

L.8 DOSAR 652.206-70 – Advocate for Competition / Ombudsman (Feb 2015)

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

- 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.
- b. For all others, the Department of State Advocate for Competition at cat@state.gov.
- c. 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, [insert name], at [insert telephone and fax numbers]. 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) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(End of provision)

L.9 DOSAR 652.219-70 Department of State Subcontracting Goals (Apr 2004)

- a. The Offeror shall provide a Small, Small Disadvantaged, Woman-Owned Small, HUBZone Small, and Service-Disabled Veteran-Owned Small Enterprise Subcontracting Plan that details its approach to selecting and using Small, Small Disadvantaged, Woman-Owned Small, HUBZone Small, and Service-Disabled Veteran-Owned Small Business Enterprises.
- b. (b) For the fiscal year [2024], the Department's subcontracting goals are as follows:
- (1) Goal for subcontracting to SB: 38%
 - (2) Goal for subcontracting to SDB: 5%
 - (3) Goal for subcontracting to WOSB: 5%
 - (4) Goal for subcontracting to HUBZone Firms: 3%
 - (5) Goal for subcontracting to SDVO: 3%

L.10 Proposal Submission Instructions

Offerors shall examine and follow all instructions herein. Failure to do so may result in the proposal being determined to be unacceptable and removed from consideration for award. Proposals shall conform to solicitation provision FAR 52.215-1 Instructions to Offerors - Competitive Acquisition and be prepared in accordance with this section.

To aid in evaluation, proposals shall be clearly and concisely written as well as neat, indexed (cross-indexed as appropriate) and logically assembled. Prospective Offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this Request for Proposal (RFP).

Extraneous narratives, elaborate brochures, uninformative marketing material and so forth, shall not be submitted. All pages of each part shall be appropriately numbered, and identified with the name of the Offeror, the date, the solicitation number, and the competition pool (i.e., SDVOSB / WOSB, or Full and Open) being proposed.

Small Business Offerors' proposals submitted for functional categories reserved for small business must qualify as a small business at time of proposal to be awarded an IDIQ under the reserve.

L.11 Communications and Questions

The DoS will accept RFP questions in writing by e-mail only. All communications/questions in reference to this RFP shall cite the solicitation number and shall be directed to **Wade Ward at wardbw@state.gov**, **Mike Nelson at nelsonmd@state.gov**, and **Andrew Lawson at lawsonar@state.gov**.

Questions should be received via email by **12:00 PM MDT, August 21st, 2023**. Questions received after that date may not be answered prior to the date established for the receipt of proposals. Please compile all questions and send on one attachment via the Q&A template (Section J Attachment 13). Do not send multiple emails and multiple versions of questions. Please do not send any questions via email that are not in the Q&A template – they will not be answered. Also, please no phone calls.

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

L.12 Solicitation Response

The potential Offerors shall submit all information requested in the solicitation. The Government reserves the right to eliminate from the competition any proposal that fails to include all information requested in the solicitation. The Government will not pay for any proposal costs incurred by the Offeror or any costs attributed to the proposal preparation unless the Offeror wins the award, and such costs are part of an established indirect cost pool and determined allowable by the Offeror's cognizant Federal agency official.

L.13 Delivery of Proposal

Only one proposal may be submitted for each competition pool being proposed. Proposals shall be submitted electronically (via email) to Wade Ward at wardbw@state.gov, Mike Nelson at nelsonmd@state.gov, and Andrew Lawson at lawsonar@state.gov by the due date and time indicated on the SF-33. Electronic submission is the sole method of proposal submission accepted by the Government. The Government is not requesting nor accepting physical submissions. It is acceptable for the Offeror to send multiple emails to ensure all proposal documents are received; however, the multiple emails shall be clearly marked, and the submission shall be clear to ensure all proposal documents are received. Failure to submit the proposal in the proper format, to the proper address, or by the deadline specified will result in a nonresponsive proposal and removal from award consideration.

L.14 Proposal Integrity

In responding to this RFP, it is the Offeror's responsibility to provide current, complete, and accurate information in their proposal. If, in reviewing the proposal, the Government identifies or otherwise learns that the provided proposal information is not accurate or misrepresents the Offeror's status or capabilities, that information may be used by the contracting officer as part of the Offeror's responsibility determination and could result in the Offeror not being eligible for award.

L.15 Proposal Validation Period

All proposals shall be valid for a minimum of 365 calendar days from the closing date for this RFP.

L.16 Single or Multiple Awards

The Government intends to award multiple IDIQ contracts for the same or similar supplies or services to up to seven (7) Service-Disabled Veteran-Owned Small Business (SDVOSB) / Women-Owned Small Business (WOSB) and up to seven (7) full and open Offerors or joint ventures under this RFP; however, the Government reserves the right to make a single award if the Contracting Officer determines that the proposals received are insufficient to allow for multiple awards in accordance with source selection procedures identified in Section M.3.

L.17 Discussions with the Offeror

The Contracting Officer is the ONLY person who is authorized to conduct formal discussions with the Offerors following the release of this RFP through the time of contract award. Any such discussions shall be conducted in accordance with the regulations stipulated in FAR part 1.105-2(c)(3)(i). The Contracting Officer of record is Wade Ward and/or Kelly Wagner (Branch Chief).

L.18 Disposition of Offeror's Proposal Following Receipts

In responding to this RFP, it is the Offeror's responsibility to provide current, complete, and

accurate information in their proposal. Proposals submitted in response to this solicitation will not be returned to Offerors. Upon award the successful Offerors' original copies will be retained in the official contract file, and all other copies will be destroyed.

L.19 Debriefing for Unsuccessful Proposal

Upon written request and within the guidelines of FAR 15.505 and FAR 15.506, unsuccessful Offerors may request a formal debriefing. The format, time, date, and location of the debriefing shall be determined by the Contracting Officer.

L.20 Non-Responsive Proposals

Failure to deliver all requested data required by this RFP may result in a proposal being determined non-responsive and being removed from further award consideration by Contracting Officer.

L.21 Organization of Proposal Volumes

Offeror's proposal shall consist of five (5) separate volumes:

Volume I- Technical

Volume II- Management

Volume III- Past Performance

Volume IV- Price

Volume V- Business

L.22 Cover Page and Proposal Content

The proposals (Volumes I) shall include a signed and dated cover letter. The cover letter shall include the following: The RFP number; date the RFP was issued; the Department of State issuing office, location, and contact person; the closing date and time of the RFP (for submission of proposals); Unique Entity ID (UEI); name, address (street, city, state, zip) of the Offeror submitting the proposal. However, the cover letter(s) shall contain no pricing or technical information. Any such information provided in the cover letter will not be evaluated. The cover letter shall also acknowledge amendments, as applicable, to the RFP. Please note: the DoS Seal shall not be used on any proposal documents or Offeror-generated documents.

Each page within each volume and section shall be numbered using a consistent numbering scheme. This scheme shall also be used for all supporting documentation, such as charts, figures, diagrams, etc. that are included in each volume. Page numbering schemes that are difficult to track are not acceptable. A page is one side of a piece of paper, which contains information. There is a 200-page limit (total pages) on all documents submitted as part of Offeror's proposals. There is no page limit on the submission requirements for Volume IV and V. However, Offerors shall ensure that the price proposal and Business Volume do not include any information that should be contained in Volume I – Technical, Volume II – Management and Volume III –Past Performance. Any technical information placed in Volume IV or V will not be evaluated.

L.23 Proposal Organization and Page Limits

Volume I – Technical

- (a) Title Page
- (b) Team List
- (c) Table of Contents
- (d) List of Tables and Figures (if applicable)
- (e) Glossary of Abbreviations and Acronyms (if applicable)
- (f) Response to Evaluation Factor No. 1: Technical Approach
 - (1) Sample Task Order
 - (2) Risk Analysis Plan

Volume II – Management Approach

- (a) Title Page
- (b) Table of Contents
- (c) List of Tables and Figures (if applicable)
- (d) Glossary of Abbreviations and Acronyms (if applicable)
- (e) Response to Evaluation Factor No. 2: Management Approach
 - (1) Key Personnel/Staffing/Personnel Plan
 - (2) Resource Management Plan
 - (3) Quality Control Plan
 - (4) Total Compensation Plan
 - (5) Subcontracting Plan (large business Offerors only)

Volume III – Past Performance

- (a) Team List
- (b) Table of Contents
- (c) List of Table and Figures
- (d) Glossary
- (e) Past Performance Contract Examples and Narrative Information
- (f) Self-Identification of No Past Performance Experience
- (g) Past Performance Questionnaire (Government provided template)

Volume IV –Price

- (a) See Section L.23.4

Volume V – Business

- (a) See Section L.23.5

L.24 Proposal Format

Following is the specified format for Volumes I-III and V

- (a) Pages are to be standard 8 ½" by 11" size;
- (b) 12-point size type shall be used. The font shall be Times New Roman with one exception – Arial may be used for tables, figures, and graphics. The font size for tables and figures, and any other type of inserts can be no smaller than 8 point. The font size for any graphics as it appears on the printed page can be no smaller than 8 point;
- (c) Unless already established in the Pricing Tables, margins shall be one-inch at top/bottom and left/right of the page and pages may not be reduced form. Headers and footers are allowed in the margins and their font size can be no smaller than 10 point;
- (d) Pages shall be printed single-sided; and
- (e) Foldouts are limited to 11" x 17" size paper and shall count as two pages towards the page limit.

Following is the specified format for Volume IV, Price Proposal:

- (a) See Section L.23.4.

Caution: Pages submitted more than the page limits enumerated above (for Volumes I through III) will not be evaluated. Text and graphics with font size smaller than the minimum specified (for Volumes I through III and V) will not be evaluated. The page limitations apply to the initial offer, revisions, and final proposal submission (if applicable).

Each volume shall contain the following additional items:

Title Page: The cover shall indicate the following:

- Title of the Acquisition
- Proposal Category (i.e., SDVOSB / WOSB, or Full and Open)
- Volume Number
- RFP Number
- Name and Address of the Offeror
- Original or Copy Number
- Tab indexing shall be used to identify sections.

Table of Contents: Each volume shall contain a detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

Tables and Figures: The Offeror's proposal shall include an indexed list of tables and figures.

Glossary of Abbreviations and Acronyms: Each volume shall contain a glossary of all abbreviations and acronyms used with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

General Instructions: Each Offeror shall submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. Use of general or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement. Simply repeating or paraphrasing RFP requirements without substantive, meaningful discussion is not acceptable. Unnecessary elaboration or presentation beyond that which is sufficient to present a complete and effective proposal is not desired and may be construed as an indication of Offeror's lack of understanding of the requirements or cost consciousness. Elaborate artwork or visual or other presentation aids is neither necessary nor desired. The desire is for clear succinct pictorials, graphs, or other visual representations. Offerors shall assume the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the Offeror's proposal.

L.23.1 Technical Format (Volume I)

The written technical proposal shall be clear, concise, and include all the information required by this provision in sufficient detail for effective evaluation. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume the Government has no prior knowledge of their capabilities, work processes, facilities, and experience and will base its evaluation on the information presented in the Offeror's technical proposal. Statements that the Offeror understands the requirement or that they can/will perform the listed functions without providing supporting information or narrative is inadequate. This volume shall be written to enable evaluators to make a thorough evaluation as to whether the services offered adequately meet the specific Government requirements.

At a minimum, the technical approach shall include:

Sub-Factor 1: Sample Task Order

The Offeror shall submit a technical and management approach in response to Attachment J-11 – Sample Task Order. The response shall include:

- (a) Technical Approach
- (b) Management Approach (Organizational Structure and Key Personnel)
- (c) Risk Analysis Plan
- (d) Quality Control Plan
- (e) Proposed Partnering/Subcontracting Agreements

The Offeror's technical approach shall include a sound technical proposal that clearly demonstrates how implementation of the proposed solutions will deliver timely, standard, reliable, secure, flexible, responsive, compliant, and cost-effective services to meet the needs of the DoS. The technical approach shall describe how services will be provided and staffed to meet the program and mission requirements as set forth in Attachment J-11 Sample Task Order under Section J. The Offeror shall describe in its technical approach what mechanisms it will employ to prevent "scope-creep", constructive changes, and personal services-type behavior. Such mechanisms may include operational service-level agreements (SLAs), defined service and data deliverables tied to each invoice and

contractor employee training programs. The Offeror shall describe how it will implement those mechanisms in an on-site contract environment.

The quality control plan, risk analysis plan and proposed partnering/subcontracting agreements shall include the same criteria established in the RFP (defined below). Submission of a quality control plan shall include:

- (a) A sound explanation of how implementation of the proposed technical solution will deliver timely, flexible, responsive, compliant, and cost-effective services to meet the training needs of the DoS;
- (b) A comprehensive timeline and schedule, to include mobilization of personnel and resources that serves as the framework for the contractor's process for delivering quality services and outlining "how" the contractor will achieve results to meet the program and mission requirements.

The Offeror shall not submit a price proposal for the sample task order. The Sample task order is for evaluation purposes only.

The Offeror shall provide, as part of its technical approach, a task order/scenario specific staffing plan to include key personnel.

Sub-Factor 2: Contract Risk Analysis Plan

The Offeror shall submit a Risk Analysis Plan that:

- (a) Accounts for all significant inherent and introduced technical, schedule, and cost risks;
- (b) Describes cost control methods and how they propose to overcome any difficulties; and
- (c) Identifies potential risks or problems in operating in the geographic region and provide a detailed approach to mitigate these risks.

L.23.2 Management *FORMAT (VOLUME II)*

The Offeror's **Management Approach** shall address the following sub-factors: **(Evaluation Factor No. 2)**

- 1) Key Personnel/Staffing/Personnel Plan
- 2) Recourse Management Pan
- 3) Quality Control Plan
- 4) Total Compensation Plan
- 5) Subcontracting Plan (large business Offerors only)

The management approach shall be clear, concise, and include all the information required by this provision in sufficient detail for effective evaluation. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume the Government has no prior knowledge of their capabilities, work processes, facilities, and experience and will base its evaluation

on the information presented in the Offeror's technical proposal. Statements that the Offeror understands the requirement or that they can/will perform the listed functions without providing supporting information or narrative is inadequate. Paraphrasing the SOW or parts thereof, is similarly inadequate as are phrases such as "standard procedures will be employed" or "well-known techniques will be used." This volume shall be written to enable evaluators to make a thorough evaluation as to whether the services offered adequately meet the specific Government requirements.

The Offeror's management approach shall include a sound proposal that clearly demonstrates how implementation of the proposed solutions will deliver timely, standard, reliable, secure, flexible, responsive, compliant, and cost-effective services to meet the needs of DOS. The Contractor shall provide reasonable and complete assumptions with respect to existing conditions.

This is a non-personal services contract, meaning it is a contract under which the personnel rendering the services are **not** subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Offeror shall describe in its management approach what mechanisms it will employ to prevent "scope-creep," constructive changes, and personal services-type behavior. Such mechanisms may include operational SLAs, defined service and data deliverables tied to each invoice and contractor employee training programs. The Offeror shall describe how it will implement those mechanisms in this Government-site contract environment.

At a minimum, the management approach shall include:

Sub-Factor 1: Key Personnel/Staffing/Personnel Plan

Offerors must clearly discuss the approach for staffing the contract and achieving results, as well as the composition and organizational structure of the field and home office teams, including descriptions of the proposed roles and technical expertise. Offerors must clearly explain why the candidates proposed for the key personnel positions are the strongest candidates and how they meet the position requirements, which will lead to the project team accomplishing the project's goals. The staffing plan must describe a clear rationale for its approach and organizational structure and must demonstrate that the Offeror has access and ability to recruit and retain: 1) qualified key personnel expertise; 2) possess adequate financial resources to operate as a corporate entity; and 3) demonstrates the ability to follow corporate enterprise and workforce development objectives.

Offerors must describe their approach to managing this large and complex contract. Offerors must describe the staffing plan for the full anticipated complement of staff including known short-term and long-term technical assistance, a description of the roles and expertise of each subcontractor, and how this overall organizational structure responds to the proposed technical approach. It must describe how the project will be managed in the host country, including the location of its office(s), and the support to be provided by the headquarters, which should be minimized to the degree possible. It must describe the plan to manage communications with key stakeholders, including DoS.

The Offeror must identify how they will: 1) ensure robust partner engagement; 2) identify and fill knowledge and learning gaps; 3) ensure analysis and application of knowledge to improve adaptive management; and 4) capture and share results, lessons learned, and promising practices.

The Offeror shall describe its corporate process for obtaining and retaining qualified personnel and a plan for how this process will be utilized in support of this effort. The process shall include a detailed description of recruitment, hiring, turnover and downsizing processes, in both relocation and austere and hard to fill locations. The process shall also describe personnel qualifications/certification processes, retention policies, and the number of currently employed/available personnel by skill classification.

A detailed staffing plan detailing how all OCONUS Personnel will be deployed within 30 days from the date of contract award, details on proposed staffing reserve capacity (i.e., bench), including how the Offeror will maintain that capacity. The analysis must describe how the Offeror will ensure staffing requirements are continually met, taking into account training, planned, and unplanned absences/loss of personnel.

The Offeror shall provide resumes for individual (s) identified as key personnel for this solicitation; these resumes are limited to three (3) pages which are not included in the overall 30-page count limitation. Resumes must demonstrate that the individual meets all position requirements for the labor position identified in the attached SOW. Key personnel include the following positions:

(a) Program Manager

- a. The Program Manager shall be the Contractor's primary point of contact for all matters pertaining to this task order, and shall bear ultimate responsibility for the ensuring requirements described in this SOW are met.
- b. Minimum Requirements and qualifications are listed in the attached SOW.

Sub-Factor 2: Resource Management Plan

The Offeror's proposal shall provide a sound resource management approach to management that demonstrates the ability to aggressively identify and apply solutions to global business processes. The Offeror shall provide a well-defined plan to facilitate evaluation of risk and technical merit in source selection. The resource management approach shall provide, at a minimum:

- (a) Clear lines of communication between the Offeror's team and the Government for timely problem identification, mitigation, and resolution.
- (b) Active and continuing participation and involvement of senior corporate executives in ensuring the success of this program;
- (c) Experience in recruiting, retaining, training, and managing a "bench" of highly qualified staff capable of meeting evolving primary and ad hoc contract requirements quickly in Africa.

The Offeror shall disclose as part of its proposal the amount of work they intend to perform with their own resources for this order. The contractor shall identify specific tasks in Section C anticipated to be provided with subcontract resources, in whole or in part, instead of entirely with prime contractor resources.

The Offeror shall provide its business strategy for identifying, vetting, and selecting subcontractors and cultivating productive working relationships with reputable vendors to accomplish GLOBALCAP

program goals and objectives. At a minimum, the Offeror's approach shall include:

- (a) The identification of subcontractors and an explanation "why" and "how" the proposed subcontractor was selected for the program;
- (b) A description of the Offeror's approach to vetting subcontractors and their employees for compliance with minimum performance and security standards;
- (c) A demonstrated capability to integrate subcontractors into programs the size, scope, and complexity of GLOBALCAP;
- (d) A description of the Offeror's approach to ensuring proper oversight and management controls regarding subcontractor performance and accountability.

Sub-Factor 3: Contract Quality Control Plan

The quality control plan must adequately address how it will ensure quality, schedule, cost, and performance. At a minimum, the plan shall include:

- (a) A comprehensive framework for the contractor's process for delivering quality services and outlining "how" the contractor will achieve results to meet the program and mission requirements set forth in Section C.
- (b) A distribution plan which outlines the ability for delivery of supplies, support services (maintenance), equipment and training to remote locations and the ability to work with militaries OCONUS.
- (c) How the Offeror will provide sufficient oversight to effectively manage and integrate team partners and the flow-down process of its quality control plan to ensure consistency and continuity among the team.
- (d) The Offeror must adequately address how it will provide sufficient oversight to effectively manage and integrate team partners, and the flow-down process of its Quality Control plan to ensure consistency and continuity among the team.
- (e) The Offeror must adequately address its process for effectively identifying and resolving problems arising between team partners.

Sub-Factor 4: Total Compensation Plan

The Offeror shall describe how the proposed total compensation plan:

- a) Represents a sound management approach and good understanding of contract requirements;
- b) Contributes to the ability to provide uninterrupted high-quality work;
- c) Impacts on recruitment and retention of staff;
- d) Demonstrates a realistic compensation scheme for the contract work; and
- e) Shows consistency between proposed professional compensation and a total plan for compensation.

Offerors shall submit a total compensation plan setting forth proposed salaries and fringe benefits for professional employees working on the contract (see FAR 22.1103 and FAR 52.222-46).

The Offeror shall demonstrate its approach to providing acceptable compensation for personnel. The Offeror shall also include an explanation of how the compensation plan was derived. The Offeror shall provide a description of its proposed promotion potential opportunities and any awards or incentive plans designed to promote high quality performance for this contract.

If a professional employee(s) proposed to work under the contract is a subcontractor employee(s), then the subcontractor offeror(s) shall submit to the prime offeror for inclusion in the prime offeror's proposal, or the subcontractor offeror(s) shall submit directly to the Government (and noting the prime offeror's name), a total compensation plan, setting forth the salary and fringe benefits proposed for the subcontractor employee(s). This information shall be sent electronically to WardBW@state.gov by the time and date designated in Block 9 of the SF-33.

Sub-Factor 5: Small Business Subcontracting Plan (Large Business Offerors Only)

Pursuant to FAR 19.708(b)(1)(ii) (Contract Clauses) and DOSAR 652.219-70(a) (Department of State Subcontracting Goals), the Offeror shall submit a Small Business Subcontracting Plan. The Small Business Subcontracting Plan shall include all items identified in FAR 19.704(a)(1) through (15) (Subcontracting Plan Requirements), and FAR 52.219-9(d)(1) through (15) (Small Business Subcontracting Plan). Offerors shall submit a fully completed Department of State Small Business Subcontracting Plan. The Offeror shall provide an approach for Small Business Subcontracting on GLOBALCAP requirements. As a minimum, the approach shall provide the following essential components:

- 1) Provide a Small Business Subcontracting Plan that adequately responds to each of the requirement elements of FAR clause 52.219-9(d).
- 2) Offerors are required to identify and propose the required Department of State goals. Successful Offerors' Small Business Subcontracting Plans will be incorporated in each applicable Contractor's GLOBALCAP ID/IQ contract.
- 3) The Offeror shall show plans or efforts made to meet or exceed the Department of State's subcontracting goals set forth in DOSAR 652.219-70(b) (Department of State Subcontracting Goals) shown above in the RFP.

L.23.3 Past Performance Format (VOLUME III)

General Instructions

The Past Performance Volume shall be organized according to the following general outline:

- 1) Team List
- 2) Table of Contents
- 3) List of Table and Figures
- 4) Glossary
- 5) Past Performance Contract Examples and Narrative Information
- 6) Self-Identification of Past Performance Experience

7) Past Performance Client Questionnaire (Government provided template)

To be considered recent, performance shall be within the past three (3) years from the date of issuance of this solicitation. If any part of the performance falls within the above time, the effort in its entirety may be evaluated for past performance.

To be considered relevant, performance shall be similar in scope, magnitude, and complexity of the efforts outlined in this solicitation, as it relates to the Technical Approach (Factor 1) and Management Approach (Factor 2) subfactors. Additionally, scope, magnitude, and complexity are defined in more detail in Section M (Para M.12).

Each Offeror shall submit a Past Performance Volume with its proposal that includes all the information required by this provision in sufficient detail for effective evaluation and it shall be done in an organized and simple to understand format. Offerors are cautioned that the Government will use data provided by each Offeror in this volume, in addition to data obtained from other sources, in the evaluation of past performance.

The Government is requesting that each Offeror submit three (3) recent and relevant contract examples of previous experience while serving as a prime contractor and/or of two (2) recent and relevant previous contract examples for each significant subcontractor (as applicable) proposed to perform the efforts outlined in this solicitation. Contract examples should only be submitted for subcontractors performing critical portions of the efforts outlined in this solicitation for the evaluation of past performance.

NOTE: "Significant/Critical" are characterized as being deemed vital to the overall success of the requirement, as it relates to the Technical Approach (Factor 1) and Management Approach (Factor 2) and subfactors. While past performance experience is only requested for significant subcontractors proposed to perform critical portions of the efforts outlined in this solicitation, for the purposes of evaluating past performance; the Government reserves the right to review all subcontractors past performance proposed by each Offeror in response to this RFP.

Organizational Change History/Roadmap (if applicable)

Many companies have acquired, been acquired by, or otherwise merged with other companies and/or reorganized divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during recent performance on relevant, past efforts, or between the conclusion of recent, relevant past efforts and this solicitation/source selection. As a result, it is sometimes difficult to determine what recent past performance is relevant to this acquisition/source selection. To facilitate this determination, Offeror's shall include a "Roadmap," describing and outlining all such changes in the organization of the Offeror's company, if applicable.

Past Performance Contract Examples and Narrative Information

Each Offeror shall provide a narrative for each past performance contract example to explain what aspects are deemed relevant to the proposed effort outlined in this solicitation and to what aspects of the proposed effort they relate to the Technical

Approach (Factor 1) and Management Approach (Factor 2) subfactors. Each past performance narrative shall be comprised of a target of two (2) pages per contract example. Offerors shall succinctly summarize their narrative information in an organized and simple to understand format.

For each narrative, the Offerors shall provide the following information:

- The Customer's Company/Agency Name, Point of Contact and Title/relation to the effort, contact information, and description of the work performed and/or supplies provided;
- Contract-Type;
- Term of Performance;
- Contract Values;
- Skills/Expertise required;
- Connection to Scope, Magnitude, and Complexity as defined in Section M (Para M.12);
- Connection to the Technical Approach (Factor 1) and Management Approach (Factor 2) subfactors outlined in this solicitation;
- Summary of major achievements, successes, innovations, and awards that were accomplished during contract performance; and/or
- Summary of any major problems, challenges encountered, and the corrective actions taken to resolve them.

Self-Identification of Past Performance Experience

Each Offeror shall self-identify if they do not have experience in a particular area, and they shall clearly identify the area in which they do not have experience. This means the Offeror shall be fully transparent and shall self-identify their past performance experience, specifically as it relates to the items listed in Section M under Scope, Magnitude, and Complexity (Para M.12).

Relating to the "quality" of past performance experience, such as CPARS reports – Offerors shall self- identify any previous scores below Satisfactory. A CPARS score below Satisfactory does not automatically eliminate an offer on its own — the Government will be reviewing the totality of the proposal when making a best value decision.

NOTE: Merely having problems does not automatically equate to a "Limited" or "No" confidence rating, since problems encountered may have been on more complex efforts and/or an Offeror may have subsequently demonstrated the ability to overcome problems encountered. The Offeror shall clearly demonstrate the actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may allow the Offeror to be considered a higher confidence candidate. Submittal of quality performance indicators or other indicators that clearly support an Offeror has overcome past problems is required. Furthermore, lack of experience in a particular area does not automatically eliminate an Offeror on its own — the Government will be reviewing the totality of Factor 3, as well as the entire proposal, when making a best value decision.

Past Performance Questionnaire

Each Offeror shall also complete blocks 1 through 4 of the Past Performance Questionnaire (PPQ) (Section J, Attachment J-10). The PPQ shall then be emailed to all contract example Points of Contacts the Offeror has identified in its Past Performance Volume. These Points of Contacts shall complete the PPQ and forward them directly, via email, to the Contracting Officer.

Respondents shall not send their completed PPQ back to the Offeror, nor shall the Offeror follow-up with Respondents to ensure completion and/or submission of the PPQ to the Contracting Officer. The Contracting Officer will conduct any such follow-ups, if necessary.

With regard to untimely submitted Past Performance Questionnaire may be accepted by the Government any time prior to award at the discretion of the Contracting Officer. However, only those questionnaires received prior to the proposal deadline are guaranteed to be evaluated. Surveys received after initial proposal evaluation but prior to award will not likely receive consideration, since that may require a reevaluation/ re-scoring of proposals. Therefore, the Department of State strongly recommends organizations who are submitting questionnaires on behalf of a potential Offeror submit requested information by the proposal due date, to ensure it is evaluated for consideration. The Department of State will not accept questionnaire responses from Offerors; this information must be submitted directly to the Department of State from the organization submitting the evaluation.

L.23.4 PRICE FORMAT (VOLUME IV)

L.23.4.1 Price Proposal Information

1. "Offeror," as described herein, is identified in block 15A on Standard Form (SF) 33.
2. The offeror shall submit a compliant proposal. A compliant price proposal satisfies all pricing instructions stated under "Price Proposal Instructions" below.
3. Pricing Tables 1-4 comprise Section J's Attachment J-12 (Pricing Tables).
4. In Pricing Table 4, the number in the "FTE" column represents the RFP-specified estimated full-time equivalent (FTE) employees per year. Such FTEs are being used for evaluation purposes only.
5. In Pricing Table 4, the number in the "Hours" column represents the RFP-specified estimated productive hours per year as follows:
 - a. The 1,880 RFP-specified estimated productive hours are based on 2,080 annual hours minus 200 paid time off hours.
 - b. The 200 hours reflects 80 holiday hours (10 days x 8 hours/day) plus 120 hours (15 annual leave days x 8 hours/day).
 - c. The 2,256 RFP-specified estimated productive hours are based on 2,496 annual hours minus 240 paid time off hours.

- d. The 240 hours reflects 80 holiday hours (10 days x 8 hours/day) plus 160 hours (20 annual leave days x 8 hours/day).
- e. The formula in the Subtotal column of the six-month option ordering period reflects one-half of the hours identified in the Government-Estimated Hours column.

The foregoing productive hours are being used for evaluation purposes only.

- 6. In Pricing Table 4, under “GOVERNMENT-ESTIMATED ODCs,” the Government specified an estimated cost comprised of estimated non-labor direct costs, non-equipment direct costs, and associated estimated indirect costs.
- 7. The Six-Month Option to Extend reflects any Government extension of the contract, pursuant to FAR 52.217-8 (Option to Extend Services).
- 8. The Contracting Officer will fill in the tables and other blank spaces in Sections B.4(q), B.11(d), B.12(d), Section J’s Attachment J-2 (NTE Fully-Loaded Hourly Labor Rates), and Section J’s Attachment J-4 (NTE Equipment Unit Prices) prior to contract award. Because Section B remains in the contract and because the proposed information may not match the awarded information, the Price Volume is the appropriate place for the offeror to submit its proposed information.
- 9. To facilitate the proposal preparation and evaluation processes, the Government locked and password-protected Pricing Tables 3 and 4, excluding the blank, orange-highlighted cells contained therein. The Government did not lock nor password-protect Pricing Tables 1 and 2.
- 10. Certified cost or pricing data, as described in FAR subpart 15.4 (Contract Pricing), are not required and relied upon for award of the contract because the Government anticipates adequate price competition. Instead, where applicable, the Government will require and rely upon data other than certified cost or pricing data.
- 11. The offeror is not required to submit information that is not solicited under “Price Proposal Instructions” below. If the offeror submits such information, the Government is not required to review it. However, if the Government reviews it and finds any of it objectionable, the offeror run the risk of its proposal being rated unfavorably.
- 12. At this time, the Government does not require submission of (prime) offerors’ or subcontractor offerors’ build-up of the proposed fully-loaded hourly labor rates or unit prices, but the Government reserves the right to require such information during the source selection process, if necessary.
- 13. The offeror shall assume that the Government will not incorporate its price proposal, including assumptions, into any resulting IDIQ contract.

L.23.4.2 Price Proposal Instructions

- 1. The price proposal, which shall be in an electronic format only, shall consist of the following, which are described further in this subsection:

- Narrative (one file in Word or PDF)
- Pricing Tables 1-4 (in the same Excel workbook provided by the Government)
- Supporting Information (files in Word, PDF, or Excel)

2. In Pricing Tables 1-4, the offeror shall complete the orange-highlighted areas only.
3. In Pricing Tables 1-4, the offeror shall not hide or lock any rows, columns, or cells that contain proposed data.
4. The offeror shall use, for pricing purposes, the following period of performance:

Ordering Period – Year 1:	February 1, 2024 – January 31, 2025
Ordering Period – Year 2:	February 1, 2025 – January 31, 2026
Ordering Period – Year 3:	February 1, 2026 – January 31, 2027
Ordering Period – Year 4:	February 1, 2027 – January 31, 2028
Ordering Period – Year 5:	February 1, 2028 – January 31, 2029
Ordering Period – Year 6:	February 1, 2029 – January 31, 2030
Ordering Period – Year 7:	February 1, 2030 – January 31, 2031
Ordering Period – Year 8:	February 1, 2031 – January 31, 2032
Ordering Period – Year 9:	February 1, 2032 – January 31, 2033
Ordering Period – Year 10:	February 1, 2033 – January 31, 2034
Ordering Period – Six-Month Option (see FAR 52.217-8): February 1, 2034 – August 31, 2034	
<i>Note: These dates are tentative and will be updated at the time of award.</i>	

5. In Pricing Table 1, the offeror shall identify its most current indirect cost rates that would be used as the proposed provisional billing rates. Such rates shall match the rates identified in the Supporting Information. See Instruction No. 36 below.
6. In Pricing Table 1, the proposed provisional billing indirect cost rates shall not exceed the ceiling indirect cost rates proposed in Pricing Table 2.
7. In Pricing Tables 1 and 2, the offeror shall propose only its own indirect cost rates. Indirect cost rates for subcontractors and/or other entities not proposed as the offeror shall not be included in part or in whole.
8. In Pricing Tables 1 and 2, the proposed indirect cost rates shall reflect the impact of this potential contract. Therefore, such rates shall reflect the dollar amount the offeror anticipates to receive through the duration of this potential contract (cumulative of all task orders). See FAR 31.203(c) (Indirect Costs) and FAR 42.704(b) (Billing Rates).
9. In Pricing Tables 1 and 2, the offeror shall include all indirect cost rate descriptions that are anticipated to apply under this contract.

10. In Pricing Tables 1 and 2, the proposed indirect cost rate descriptions and allocation bases shall match the respective indirect cost rate descriptions and allocation bases identified in the Supporting Information. See Instruction No. 36 and Instruction No. 37 below.
11. Each proposed allocation base shall include the unit of measurement (e.g., dollars, costs) after each cost element identified in the allocation base.
12. In Pricing Tables 1 and 2, the offeror shall follow the model provided under “The Following Is for Illustration Purposes” section, including:
 - a. Add or delete rows as necessary. The number (e.g., “1”) in the Indirect Cost Rate Description” column signifies a specific indirect cost rate description. For example, the offeror may elect to propose “Fringe Benefits” next to “1)”, “Overhead” next to “2)”, and “G&A” next to “3).”
 - b. Each row will apply to a different Offeror Fiscal Year Period, which the offeror shall identify with month, day, and year in the right-most column.
 - c. Propose an Offeror Fiscal Year Period for each of the offeror’s fiscal years through the life of the contract. The offeror shall assume that the life of the contract, including any extension, is February 1, 2024 through August 31, 2034.

For example, for each proposed indirect cost rate description, if the offeror’s fiscal year is a calendar year, the offeror’s first listed fiscal year shall be January 1, 2024 – December 31, 2024, and the offeror’s final listed fiscal year shall be January 1, 2034 – December 31, 2034.
 - d. Do not list a contract year period in the “Offeror Fiscal Year Period” column unless the offeror fiscal year period matches the contract year period.
13. In Pricing Table 2, the proposed ceiling indirect cost rates shall match or otherwise not exceed 10% of the respective provisional billing indirect cost rates proposed in Pricing Table 1. For example, if a provisional billing indirect cost rate proposed in Pricing Table 1 is 5.00%, the respective ceiling indirect cost rate proposed in Pricing Table 2 shall be 5.00% or otherwise not exceed 5.50%.
14. In Pricing Table 3, the offeror shall propose one not-to-exceed (NTE) profit percentage and one NTE fee percentage per contract period.
15. In Pricing Table 3, the proposed NTE profit percentages and NTE fee percentages shall not exceed two decimal places.
16. In Pricing Table 3, the proposed NTE profit percentages and NTE fee percentages shall not exceed 10.00%.
17. In Pricing Table 4, under “Proposed NTE Fully-Loaded Hourly Labor Rate,” the offeror shall propose one not-to-exceed (NTE) fully-loaded hourly labor rate per CLIN per period. The offeror shall not propose any additional CLINs/labor categories.

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

18. In Pricing Table 4, each proposed NTE fully-loaded hourly labor rate shall be based on the applicable labor category description identified in Section J's Attachment J-1 (Labor Category Descriptions).
 19. In Pricing Table 4, each proposed NTE fully-loaded hourly labor rate shall apply regardless of whether the labor category is proposed to be performed by a Contractor employee, subcontractor employee, and/or consultant.
 20. In Pricing Table 4, each proposed NTE fully-loaded hourly labor rate shall apply only to individuals who have legal status to work in the United States of America (e.g., United States citizens, United States resident aliens, and individuals with permits showing authorization to work in the United States).
 21. In Pricing Table 4, each proposed NTE fully-loaded hourly labor rate shall consist of an unloaded hourly labor rate, any labor-related direct costs (e.g., any direct fringe benefits, any direct bonuses), applicable indirect costs, and profit amount. It shall not include any other costs. Please see Section B.4(h).
- It shall also not be \$0.00 or other nominal amount. It shall be an amount commensurate with the corresponding labor category description identified in Section J's Attachment J-1 (Labor Category Descriptions).
22. In Pricing Table 4, each proposed NTE fully-loaded hourly labor rate shall be based accordingly on a normal workweek of 40 hours (8 hours per day x 5 days per week) for CONUS performance or 48 hours (8 hours per day x 6 days per week) for OCONUS performance, regardless of the days and times comprising the normal workweek.
 23. In Pricing Table 4, under "Proposed NTE Unit Price," the offeror shall propose one not-to-exceed (NTE) unit price per CLIN per period. The offeror shall not propose any additional CLINs/equipment.

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

24. In Pricing Table 4, each proposed NTE unit price shall be based on the applicable equipment specifications identified in Section J's Attachment J-3 (Equipment Specifications).

25. In Pricing Table 4, each proposed NTE unit price shall be based on a quantity of one and otherwise as described in Attachment J-3 (Equipment Specifications).

26. Each proposed NTE unit price shall consist of the equipment's direct costs, applicable indirect costs, and profit.

It shall also not be \$0.00 or other nominal amount. It shall be an amount commensurate with the corresponding equipment specifications identified in Section J's Attachment J-3 (Equipment Specifications).

27. In Pricing Table 4, each proposed amount shall be in United States dollars.

28. In Pricing Table 4, each proposed NTE fully-loaded hourly labor rate and NTE unit price shall not exceed two decimal places.

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

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

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

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

33. In the Narrative, the offeror shall identify each segment/business unit proposed to perform work under this contract and is part of the offeror. A segment/business unit, among other things, normally has its own indirect cost rate structure.

34. In the Narrative, each small-business offeror shall identify, based on its Overall Proposed Price in Pricing Table 4, the following:

a. Total dollars estimated to be performed by the small-business offeror;

b. Proposed subcontractors;

- c. Total dollars estimated to be subcontracted to each similarly situated entity, as defined in FAR 52.219-14(b) (Limitations on Subcontracting);
- d. Total dollars estimated to be subcontracted to each non-similarly situated entity;
- e. Total percentage of work (based on estimated total dollars) estimated to be performed by the small-business offeror;
- f. Total percentage of work (based on estimated total dollars) estimated to be performed by each similarly situated entity; and
- g. Total percentage of work (based on estimated total dollars) estimated to be performed by each non-similarly situated entity.

Note 1: In the estimated total dollars and total percentage for itself, the small-business offeror shall include anticipated work of all contractors and subcontractors of a similarly situated entity. FAR 52.219-14(e)(1) reads in part, “Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 50 percent subcontract amount that cannot be exceeded.”

Note 2: FAR 52.219-14(e)(1) reads in part that the (prime) contractor “will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities.”

Note 3: FAR 52.219-14(d) reads, “An independent contractor shall be considered a subcontractor.”

35. In the Supporting Information, the offeror, in accordance with FAR 15.404-3(b) (Subcontract Pricing Considerations), shall conduct appropriate cost or price analyses to establish the reasonableness of proposed subcontract prices, and shall include the results of these analyses.
- a. Results shall be in the form of the offeror’s cost/price analysis report(s). The report(s) shall include:
 - 1. Cost/price analysis technique(s) used (e.g., comparison of proposed prices received in response to the solicitation);
 - 2. Summary findings;
 - 3. Detailed findings; and
 - 4. Basis for the determination of fair and reasonable proposed subcontract prices.
 - b. For award of the contract, “proposed subcontract prices” shall mean “fully-loaded hourly labor rates and equipment unit prices proposed by the subcontractor offeror to the (prime) offeror, or fully-loaded hourly labor rates and equipment unit prices negotiated between the subcontractor offeror and (prime) offeror.”

36. In the Supporting Information, the offeror shall submit, for each proposed offeror fiscal year, evidence to support the provisional billing indirect cost rates proposed in Pricing Table 1. The offeror shall submit at least one of the following pieces of evidence, pursuant to the following descending order of precedence:

- a. Current forward pricing rate agreement with the offeror's cognizant Federal agency official
- b. Current other negotiated indirect cost rate agreement (that contains forward pricing indirect cost rates) with the offeror's cognizant Federal agency official
- c. Current forward pricing rate recommendation letter issued by the offeror's cognizant Federal agency official
- d. Current provisional billing indirect cost rate agreement with the offeror's cognizant Federal agency official
- e. Current provisional billing indirect cost rate recommendation letter issued by the offeror's cognizant Federal agency official
- f. Most recent (within the last year) audit report (containing indirect cost rates) from the Defense Contract Audit Agency (DCAA) or other qualified external auditor
- g. Most recent (within the last year) audit report (containing indirect cost rates) from a qualified internal auditor
- h. Current indirect cost rate proposal submitted to the offeror's cognizant Federal agency official and cognizant auditor
- i. Identification of the indirect cost pools and respective allocation bases, and **breakdown of the cost elements and costs comprising such pools and bases**. The Government prefers that the offeror submit such evidence in a format similar to the applicable schedules in DCAA's Incurred Cost Electronically (ICE) Model, which may be found by clicking the "DOWNLOAD ICE" blue ribbon at <https://www.dcaa.mil/Checklists-Tools/ICE-Model/>.

Note 1: If the offeror has one or more of the items under "a" through "h" above but the item(s) does not account for the impact of this potential contract, the offeror shall submit the item(s) along with the information requested under "i" above, which then must account for the impact of this potential contract.

Note 2: The provisional billing indirect cost rates proposed in Pricing Table 1 **shall match** the respective rates submitted in the above support.

Note 3: Offerors shall provide a crosswalk between the indirect cost rate descriptions and allocation bases proposed in Pricing Tables 1 and 2 and the respective indirect cost rate descriptions and allocation bases in the selected evidence above. Such descriptions and

allocation bases **shall match**. The crosswalk shall show each proposed indirect cost rate description, proposed allocation base, offeror fiscal year period, and proposal reference.

37. In the Supporting Information, each non-small-business offeror shall submit each Cost Accounting Standards Board (CASB) Disclosure Statement anticipated to apply to this contract. The Government considers the CASB Disclosure Statement (Form CASB DS-1) the most reliable source to support each proposed indirect cost rate description, allocation base, and offeror fiscal year period because it is subject to Federal law (41 U.S.C. chapter 15, Cost Accounting Standards), certified by an authorized signatory of the offeror's reporting unit, and subject to a criminal penalty for the signatory when making a false statement pursuant to 18 U.S.C. Section 1001.
- a. Each such Statement shall be the current version.
 - b. If the non-small-business offeror's cognizant Federal agency official (CFAO) has determined the current version adequate, the non-small-business offeror shall submit the CFAO's written determination as well. If the CFAO has not determined the current version adequate, the non-small-business offeror shall so indicate, and submit, if applicable, the previous version that was determined adequate (along with the CFAO's written adequacy determination).
 - c. Each non-small-business offeror shall provide a crosswalk, in a separate file, between the indirect cost rate descriptions and allocation bases proposed in Pricing Tables 1 and 2 and the respective indirect cost rate descriptions and allocation bases in the CASB Disclosure Statement. Such descriptions and allocation bases **shall match**. The crosswalk shall show each proposed indirect cost rate description, proposed allocation base, offeror fiscal year period, CASB Disclosure Statement reference, and otherwise proposal reference.

L.23.5 BUSINESS FORMAT (VOLUME V)

L.23.5.1 Overview

The Offeror shall provide the necessary documentation for the Offeror to be determined responsible. This includes offerors providing all information as requested in the Business Volume. Furthermore, the Government will make its determination of Offeror responsibility in accordance with FAR subpart 9.1 (Responsible Prospective Offerors) by using information provided in the Business Volume and information available from other sources.

L.23.5.2 Standard Form 33 (SF33)

The Offeror shall complete blocks 12 through 18, as appropriate, of the SF 33. The Offeror shall acknowledge all amendments either by signing and returning the SF30 (i.e., cover page only) or by acknowledging the amendments in Block 14 of the SF33. Offerors shall submit the complete offer to the address indicated in Paragraph L.9 above. Failure to submit a complete proposal by the closing time and date designated in Block 9 of the SF33 may result in the proposal being deemed "late" and not considered for award. Proposals will be evaluated in accordance with Section M.

L.23.5.3 Responsibility Determination

The Offeror shall describe the company's financial condition and capability, including:

- Identify the estimated potential revenue percentage of this RFP to the percentage of the Offeror's total revenue.
- Describe the Offeror's management's priority on the work required by this solicitation.

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

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

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

The Offeror shall also provide, for the past three years (including the current year), one copy of each corporate bank line-of-credit. The Offeror shall submit evidence identifying the dollar amounts it drew down upon each line-of-credit and the current available amount.

L.23.5.4 Business Systems and Joint Venture**Accounting System**

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

Controls

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

Estimating System

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

Purchasing System

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

Cognizant Federal Agency Official

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

Government Property Management System

Offerors shall submit information required by DOSAR 652.245-70 (Status of Property Management System) (Dec 2013) which is provided in full text, below:

- a) When used in this provision, government-furnished property, government property, and contractor-acquired property are as defined in FAR 45.101.
- b) Offerors shall include in their quote or offer:
 1. Whether the Offeror's property management system that will be used on this contract to track government-furnished property and/or contractor-acquired property has been determined to be adequate by a Federal property manager;
 2. The name, address, telephone number and e-mail address of both the-
 - i. Cognizant Administrative Contracting Officer (ACO) responsible for review and determination of adequacy of the contractor's property system; and
 - ii. The cognizant contractor government property manager;
 3. The voluntary consensus standard or industry leading practices and standards to be used in the management of government property, or existing property management plans, methods, practices or procedures for accountability of property.

Joint Venture

If two or more parties have formed a partnership or joint venture (see FAR subpart 9.6) for the purposes of submitting a proposal under this solicitation and, if selected, would perform the contract as a single entity, they must submit the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed, and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation

of the resultant contract and task orders, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the parties to the joint venture or partnership must agree to be jointly and severally liable for performance of the contract and acts or omissions relating to the contract. Written evidence of such agreement is required with the proposal.

If the Offeror is not a member of a JV, and does not intend to form a JV, the Offeror shall make a clear statement to this effect.

If the Offeror is a Joint Venture, the Offeror shall describe how it will ensure the continuity of contractually obligated services in the event of the dissolution of the Joint Venture. The Offeror will include language describing how it will continue the performance of the contract should any of the venturing parties leave the venture for any reason, become unable to perform or provide the services or supplies that were contemplated under the Joint Venture. The Offeror will address the holder(s) of all required licenses, permits, certifications, and experience and how services will continue unaltered should any of the venturing parties leave the venture.

Please note the SAM registration requirements per FAR 52.204-7 requiring any offeror, including any Offeror organized as a JV, to have an active SAM registration at the time of proposal submission. Where an Offeror's proposal meaningfully relies on related entities to perform under the contract and to meet the stated requirements, the Offeror should be established as a formal JV or partnership and the entity should be registered in SAM. Alternatively, the Offeror should be established as a Prime – Subcontractor relationship.

Note: In cases of a “de facto” JV, where no formal joint venture agreement is in place and one entity guarantees the performance of another but does not have a meaningful role in contract performance, the parties must agree, in writing, to be jointly and severable liable for performance of any contract awarded.

(End of Section L)

SECTION M – EVALUATION FACTORS FOR AWARD

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

This solicitation incorporates one or more 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 clause may be accessed electronically at: www.acquisition.gov/FAR

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <https://www.acquisition.gov/dosar> to see the links to the FAR. You may also use an Internet search engine to obtain the latest location of the current FAR.

Table M1: Section M Solicitation Provisions Incorporated by Reference (Feb 1998)

Provision	Title	Date
52.217-5	Evaluation of Options	Jul 1990

(End of provision)

M.1 General

The Government is conducting this source selection in accordance with FAR part 15 using the competitive source selection procedures contained in FAR part 15. As outlined in Section L.3, the Government intends to make multiple contract awards under each competition pool. The Government reserves the right to award more or fewer contracts than stated within the RFP, including no contract at all, depending on the quality of the proposals submitted, budgetary limitations, or other considerations.

M.2 Basis for Award

- a. This acquisition will utilize the Tradeoff source selection procedures in accordance with FAR 15.101, 15.101-1 and 15.3 to make an integrated assessment for a best value award decision. The Government will conduct two separate and distinct source selections under this solicitation. Proposals will be evaluated in accordance with the following competition pools:
 - Service-Disabled Veteran-Owned Small Business (SDVOSB) / Women-Owned Small Business (WOSB)
 - Full and Open

The source selection timelines and best value award decisions from one group will not affect the timelines and award decisions of the other group. The Government reserves the right to initially award to either group 1 or 2 and subsequently make award to the other group.

- b. The Government intends to award multiple IDIQ contracts resulting from this solicitation: More specifically, up to seven (7) of the awards shall be set-aside for eligible Service-Disabled Veteran-Owned Small Business (SDVOSB) / Women-Owned Small Business (WOSB) concerns and up to seven (7) full and open awards will be executed. The Government reserves the right to make less awards if necessary.
- c. In using the best value approach, the Government seeks to award to the Offeror who gives the Government the greatest confidence that it will best meet or exceed our requirements affordably in a way that will be advantageous to the Government. This may result in an award to a higher rated, higher priced Offeror where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the technical superiority and/or overall management approach and/or superior past and present performance of the higher priced Offeror outweighs the price difference.
- d. To arrive at a best value decision, the SSA will integrate the source selection team's evaluations of the factors and subfactors described in this provision. While the Government will strive for maximum objectivity, the tradeoff process, by its nature, is subjective; therefore, professional judgment is implicit throughout the selection process. Offerors are reminded that the Government will only evaluate one proposal from each Offeror. Award will be made to the responsible Offeror whose proposal conforms to all required terms and conditions, includes all required representations and certifications, meets all requirements set forth in the RFP, and provides the best value to the Government based on the results of the evaluation as described below.

M.3 Competitive Range Determination

- a. During the evaluation process multiple competitive range determinations may be made that eliminate Offerors from the competition based on the evaluation of each Offeror's proposal against the evaluation criteria. The competitive range determination can be based on Factor 1 – Technical, Factor 2 – Management, Factor 3 – Past Performance 4 – Price, or a combination of the four factors.
- b. The competitive range will be comprised of all the most highly rated proposals and those Offerors whose proposals have a reasonable chance of being selected for award. The competitive range determination is a qualitative judgment based on the factual content contained in proposals. A competitive range determination may eliminate Offerors based on their initial proposal evaluation results, after discussions (if necessary), prior to issuance of the Final Proposal Revision (FPR) request, or for efficiency. If Offerors are excluded from the competitive range, they may request a debriefing IAW FAR 15.505.
- c. The Government will consider the "correction potential" of any proposal aspect evaluated as "unacceptable". The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an Offeror's proposal not meeting the Government's requirements is not considered correctable, or if the amount and/or complexity of the corrections needed to meet the Government requirement requires a major proposal revision,

the Offeror may be eliminated from the competitive range.

M.4 Discussions

- a. In accordance with FAR 15.306(3), the Government intends to award without discussions but reserves the right to conduct discussions if necessary. Therefore, it is imperative Offerors submit their best terms initially. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of these requirements, the Government may make an award, without discussions, to another Offeror that did not take exception to the terms and conditions, if such Offeror is determined to be the best overall value for this effort.

However, if during the evaluation period it is determined to be in the best interest of the Government to hold discussions, Offeror responses to Discussion Topics / Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the Source Selection decision. If a request for FPR is issued, Offeror responses to Discussion Topics / ENs must be incorporated in the FPR in order to be considered in the final evaluation. Failure to include Discussion Topics / EN responses in the FPR may result in a final “unacceptable” technical and/or management rating, or otherwise make your company ineligible for award.

- b. Offeror responses to Discussion Topics / ENs for Past Performance are not required to be included in the FPR. Offeror responses to Past Performance Discussion Topics / ENs during discussions will automatically be considered in the final evaluation.

M.5 Eligibility for Award

- a. To be eligible for award, Offerors are required to meet all solicitation requirements, such as terms and conditions, and technical and price instructions in Section L. Failure to comply with all solicitation requirements and instructions may result in the Offeror being removed from award consideration.
- b. The Government may reject any proposal that fails to adequately submit and/or address a significant portion of the requirement and/or contract terms and conditions.
- c. The Government will reject any proposal whose Offeror is determined not responsible. The determination of Offeror responsibility will be made by the Contracting Officer and will be assessed on a pass/fail basis IAW Table M.14 below and information available from other sources. The Government will make its determination of Offeror responsibility in accordance with FAR subpart 9.1 (Responsible Prospective Offerors) by using information provided in the Business Volume and information available from other sources.
- d. The Government also reserves the right to determine the responsibility of prospective subcontractors. The Government reserves the right to conduct a Pre-Award Survey of the Offeror or its subcontractor Offeror(s) to assist in the Contracting Officer’s responsibility determination.

M.6 Solicitation Amendment

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

M.7 Use of Non-Government Support for Evaluation

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

M.8 Use of Supporting Information

In conducting its evaluation of proposals, the Government reserves the right to utilize all information available at the time of evaluation. The Government may rely on information contained in its own records (such as Government audit agencies and the Past Performance Information Retrieval System), commercial sources (such as Dun and Bradstreet Reports) and information publicly available (such as articles contained in periodicals). If information obtained through other sources substantially disagrees with what was provided in the Offeror's proposal, the Offeror will be given an opportunity to address the inconsistencies.

M.9 Evaluation Factors

Both phase 1 and phase 2 proposal volumes will be included in evaluation and award decision.

The award decision will be based on the following factors:

Table M2: Evaluation Factors

<u>Factor 1: Technical</u>
a. Sub-Factor 1: Sample Task Order
<ul style="list-style-type: none">• Technical Approach• Management Approach (Organizational Structure and Key Personnel)• Risk Analysis Plan• Quality Control Plan• Proposed Partnering/Subcontracting Agreements

b. Sub-Factor 2: Risk Analysis Plan
<u>Factor 2: Management</u>
<ul style="list-style-type: none"> a. Sub-Factor 1: Key Personnel/Staffing/Personnel Plan b. Sub-Factor 2: Resource Management c. Sub-Factor 3: Quality Control Plan d. Sub-Factor 4: Total Compensation Plan e. Sub-Factor 5: Subcontracting Plan (Large Business Offerors Only)
<u>Factor 3: Past Performance</u>
<ul style="list-style-type: none"> a. Sub-Factor 1: Past Performance Contract Examples and Narrative Information b. Sub-Factor 2: Past Performance Questionnaire (Government provided template)
<u>Factor 4: Price</u>
<ul style="list-style-type: none"> a. IDIQ Pricing

The relative importance is as follows: The three non-price factors: Factor 1 – Technical Approach; Factor 2 – Management Approach and Factor 3 – Past Performance are listed in descending order of importance. When combined, the three non-price factors are considered significantly more important than Factor 4 – Price. However, Factor 4 – Price is an important consideration in the best value award decision.

The technical evaluation will analyze strengths, weaknesses, and risks of each proposal. Technical risks will be included in the final evaluation of each factor and will not be evaluated as a separate factor.

The results of the technical evaluation and the evaluated price of each proposal will be provided to the Source Selection Authority (SSA) to support the award decision.

Each Offeror's written technical proposal shall be evaluated, based on the subfactors below, to determine if the Offeror provides a sound, compliant approach that meets the requirements of the Section C, and demonstrates a thorough knowledge and understanding of those requirements and their associated risks. The technical proposal must address each of the following subfactors in sufficient detail. The technical evaluation will also consider risk in determining overall acceptability. Risk pertains to the potential for unsuccessful contract performance. Risk will not receive a separate rating; rather, it will be inherent within the overall technical solution ratings. The Technical ratings are defined in paragraph Table M.12.4 (Combined Technical & Risk).

M.10 Volume I – Technical Approach (Factor 1)

Sub-Factor 1: Sample Task Order

The Government will evaluate the sample task order using the evaluation factors and criteria outlined in the RFP for Technical Approach, Management Approach, Risk Analysis Plan, Quality Control Plan, and Proposed Partnering/Subcontracting Agreements. The sample task order will be evaluated as

follows:

- (a) The Offeror's proposal will be evaluated by assessing the likelihood that the Offeror's proposed technical and management approach will meet the Government's requirements, including a sound explanation of how implementation of the proposed technical solution will deliver timely, standard, reliable, secure, flexible, responsive, compliant, and cost-effective services to meet the needs of the DoS.
- (b) This factor will be used to evaluate the degree to which the Offeror's proposed technical approach meets all requirements and challenges of the solicitation and demonstrates a clear understanding of mission objectives.
- (c) The Government will evaluate whether the proposed technical approach includes evidence of specific methods, techniques, and approaches that demonstrate the ability to meet Attachment J-11, Sample Task Order requirements.
- (d) The Government will evaluate the Offeror's quality control plan, risk analysis plan and proposed partnering/subcontracting agreements to determine whether their approach and experience is commensurate with the requirements established in the RFP.

Sub-Factor 2: Risk Analysis Plan

The Government will evaluate the extent to which the risk analysis plan accounts for significant inherent and introduced technical, schedule, and cost risks along with the approach to achieving the technical factors and subfactors as outlined in Section C.

The offeror will be evaluated on their demonstrated ability to mitigate the impact of increased costs and methods to overcome difficulties.

The offeror will be evaluated on their demonstrated ability to operate in the Geographic Region, including their approach to identifying potential risks and detailed approach to address these risks.

The Sub-Factors under Factor 1 are of equal importance.

M.11 Volume II – Management Approach (Factor 2)

The Government will assess its total confidence in the Offeror's Key Personnel/Staffing/Personnel Plan, Resource Management Plan, Quality Control approaches, Subcontracting Plan. The Offeror's response will be evaluated holistically using the total confidence methodology. The Government may consider the following in its confidence assessment:

Sub-Factor 1: Key Personnel/Staffing/Personnel Plan

The Government shall evaluate the Offeror's proposed Key Personnel/Staffing/Personnel Plan to determine whether their experience is commensurate with the requirements of a contract of similar:

- (a) Size, scope, and complexity of the efforts,

- (b) Relevance to the Scope in Section C.
- (c) Extent to which performance measures and service level metrics were applied to specific program objectives, and the actual results achieved against those measures.
- (d) How the Offeror's past experience demonstrates their capability and capacity to deliver high quality service and solutions in a performance-based environment.

The Government shall evaluate the Offeror's access and ability to recruit and retain: 1) qualified key personnel expertise; 2) possess adequate financial resources to operate as a corporate entity; and 3) demonstrates the ability to follow corporate enterprise and workforce development objectives.

The Government shall evaluate how the project will be managed in the host country, including the location of its office(s), and the support to be provided by the headquarters, which should be minimized to the degree possible

The Government shall evaluate how the Offeror identifies how they will: 1) ensure robust partner engagement; 2) identify and fill knowledge and learning gaps; 3) ensure analysis and application of knowledge to improve adaptive management; and 4) capture and share results, lessons learned, and promising practices.

The Government shall evaluate the Offeror's detailed staffing plan detailing how all OCONUS Personnel will be deployed within 30 days from the date of contract award, details on proposed staffing reserve capacity (i.e., bench), including how the Offeror will maintain that capacity.

The Government shall evaluate the Offeror's provided resumes for individual (s) identified as key personnel for this solicitation. Key personnel include the following positions:

(a) Program Manager

- a. The Program Manager shall be the Contractor's primary point of contact for all matters pertaining to this task order, and shall bear ultimate responsibility for the ensuring requirements described in this SOW are met.
- b. Minimum Requirements and qualifications are listed in the attached SOW.

Sub-Factor 2: Resource Management Plan

The Government will assess the Offeror's proposed resource management approach. The Offeror's proposal shall indicate an adequate understanding of the requirements, and provides convincing rationale how their approach will meet the requirements for all the following essential components, with little potential to cause disruption of schedule or degradation of performance. The Government will assess the Offeror's ability to recruit, train, and retain high quality personnel. Emphasis will be placed on the education, professional certifications, and security credentials obtained by the workforce in relation to the number of personnel in the business unit, their average length of service, and the turnover rate experience of the business unit. The Government will evaluate the Offeror's approach to provide a well-defined plan to facilitate evaluation of risk and technical merit in source selection. The approach shall include:

- (b) The Government will evaluate the Offeror's approach for hiring, obtaining, and retaining qualified personnel ensures the requirements and Scope of Section C are being met.
- (c) The Government will evaluate the Offeror's approach to clear lines of communication between the Offeror's team and the Government for timely problem identification, mitigation, and resolution.
- (d) The Government will assess the Offeror's ability to provide active and continuing participation and involvement of senior corporate executives in ensuring the success of this program;
- (e) The Government will evaluate the extent in the Offeror's ability to recruit, retain, train, and manage a "bench" of highly qualified staff capable of meeting evolving primary and ad hoc contract requirements quickly in Africa.

The Government evaluate the extent to which the Offeror provides a sound approach to provide its business strategy for identifying, vetting, and selecting subcontractors and cultivating productive working relationships with reputable vendors to accomplish GLOBALCAP program goals and objectives. The approach shall include:

- (a) The Government will assess the Offeror's ability to identify subcontractors and an explanation "why" and "how" the proposed subcontractor was selected for the program;
- (b) The Government will evaluate the Offeror's approach for vetting subcontractors and their employees for compliance with minimum performance and security standards;
- (c) The Government will assess the Offeror's ability to integrate subcontractors into programs the size, scope, and complexity of GLOBALCAP;
- (d) The Government will evaluate the Offeror's approach to ensuring proper oversight and management controls regarding subcontractor performance and accountability.

Sub-Factor 3: Quality Control Plan

The Government will assess the Offeror's proposed Quality Control Plan. The Offeror's proposal shall indicate an adequate understanding of the requirements, and provides convincing rationale how their approach will meet the requirements for all the following essential components, with little potential to cause disruption of schedule or degradation of performance:

- (a) The Government will evaluate the extent to which the Quality Control Plan provides evidence of a framework for the Offeror's process for delivering quality services that clearly outlines "how" the contractor will achieve results to meet the program and mission requirements set forth in Section C.
- (b) The Government will evaluate the extent to which the distribution plan demonstrates the ability for delivery of supplies, support services (maintenance), equipment and training to remote locations and the ability to work with militaries OCONUS
- (c) The Government will evaluate the Offeror's ability to provide sufficient oversight to effectively manage and integrate team partners, and the flow-down process of its Quality Control plan to ensure consistency and continuity among the team.
- (d) The Offeror will be evaluated on the extent to which the technical approach addresses notification of issues affecting contract performance, contract impact, proposed mitigation,

and provide for contractor self-oversight.

- (e) The Offeror must demonstrate an ability to address its process for effectively identifying and resolving problems arising between team partners.

Sub-Factor 4: Total Compensation Plan

The Government will evaluate the Offeror's Total Compensation Plan to determine whether it constitutes:

- a) a sound management approach and good understanding of the contract requirements;
- b) the Offeror's ability to provide uninterrupted high-quality work;
- c) a positive impact of the proposed professional compensation on recruiting and retention;
- d) that the proposed professional compensation is realistic for the work to be performed under the contract; and
- e) consistency between the proposed professional compensation and a total plan for compensation.

Sub-Factor 5: Subcontracting Plan (Large Business Offerors Only)

The Government will assess the Offeror's approach for Small Business Subcontracting on GLOBALCAP requirements. The subfactor minimum is met when the Offeror's proposal indicates an adequate understanding of the requirements, and provides convincing rationale how their approach will meet the requirements for all of the following essential components, with little potential to cause disruption of schedule or degradation of performance:

1. A Small Business Subcontracting Plan that adequately responds to each of the requirement elements of FAR clause 52.219-9(d).
2. Proposed percentages of total contract value to be performed by small business must meet the established Department of State goals. The Department of State goals are as follows:
 - 38% - Small Business
 - 5% - Small Disadvantaged
 - 5% - Women-Owned
 - 3% - HUBZone
 - 3% - Service-Disabled Veteran-Owned (SDVOSB) / Women-Owned Small Business (WOSB)
3. A Small Business Plan that meets or exceeds the Department of State's subcontracting goals set forth in DOSAR 652.219-70(b).

Sub-Factor 5 Ratings:

The rating reflects the evaluation of the acceptability of the Offeror's approach for meeting the Government's expectation for a Small Business Subcontracting Plan. The Offeror's proposal shall be evaluated to determine whether the Subcontracting Plan is acceptable or unacceptable, using the ratings and descriptions outlined in the table below.

Small Business Subcontracting Plan Ratings	
Adjectival Rating	Description
Acceptable	Subcontracting Plan indicates an adequate approach and understanding of small business objectives.
Unacceptable	Subcontracting Plan does not meet small business objectives.

The Sub-Factors under Factor 2 are of equal importance.

Adjectival Rating Methodology (Factor 1 and 2)

Evaluation Factor 1 – Technical Approach and Evaluation Factor 2 – Management Approach including all Sub-Factors (except for the Sub-Factor 5 – Small Business Subcontracting), will be evaluated qualitatively by assigning the following ratings:

Table M.12.4: Combined Technical/Risk Ratings

<i>Rating</i>	<i>Description</i>
Superior	Proposal meets all solicitation requirements, demonstrates a good understanding of the requirements and has features that offer some advantage to the Government. Advantages/strengths generally outweigh any disadvantages/weaknesses. Good probability of success with very low degree of risk of unsuccessful performance.
Acceptable	Proposal meets basic solicitation requirements and demonstrates an adequate understanding of the requirements but does not offer significant advantages to the Government over basic RFP requirements. Disadvantages/weaknesses are not significant, unless significant advantages are proposed that outweigh significant disadvantages. Where there were areas of concern, clarifications given by offeror, were acceptable. Reasonable probability of success with low degree of risk of unsuccessful performance.
Marginal	Proposal does not clearly meet all requirements, does not demonstrate an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which may require correction. Some areas of concern may not have been fully addressed by offeror, leaving some ambiguities. Risk of unsuccessful performance is moderate.

<i>Rating</i>	<i>Description</i>
Unacceptable	Proposal does not meet requirements and contains one or more significant deficiencies. Risk of unsuccessful performance is high. Proposal is unawardable without being rewritten.

M.12 Volume III – Past Performance (Factor 3)

The Past Performance Evaluation assesses the degree of confidence the Government has in an Offeror's ability to provide services and/or products based on a demonstrated record of performance.

Confidence Ratings

The Past Performance Factor will receive one of the following overall total confidence assessment ratings:

Table M.12.1: Performance Confidence Assessments

<i>Rating</i>	<i>Description</i>
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort. It is unlikely that Government intervention will be needed in order to obtain the required product/service.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort. Little Government intervention is expected to be needed in order to obtain the required product/service.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort. Some Government intervention is expected to be needed in order to obtain the required product/service.
No Confidence	Based on the offeror's recent/relevant performance record, substantial doubt exists that the offeror will be able to successfully perform the required effort.

Evaluation Process

The Past Performance Evaluation considers the Offeror's demonstrated record of performance in providing services and/or products that meet the Government's needs.

The information presented in the Offeror's proposal will provide the primary input for evaluation of this factor. The Government reserves the right to verify the specifics of current or previous contracts described by the Offeror's proposal.

Confidence is assessed at the overall total Past Performance Factor level, after evaluating aspects of the Offeror's recent contract examples, focusing on relevancy to the Technical Solution (Factor 1) and Management (Factor 2), as it relates to the efforts outlined in this solicitation. More relevant contract examples may have a greater impact on the confidence assessment than less relevant contract examples, while more recent contract examples may have a greater impact on the confidence assessment than less recent contract examples. The Government may consider past performance contract examples in the aggregate, as well as on an individual basis.

In conducting the Past Performance Evaluation, the Government reserves the right to use the information provided in the Offeror's Past Performance Volume, to include Past Performance Questionnaire (PPQ) responses, in addition to information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Contract Performance Assessment Reporting System (CPARS), and/or similar systems; the Defense Contract Management Administration (DCMA) and/or commercial sources, etc. Offerors shall assume the Department has no past performance records at hand and that no member of the evaluation team has personal knowledge of the Offeror's past performance. The Government reserves the right to use any and all information available to fully assess and evaluate the Offeror's past performance.

Recency Assessment

An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must have been performed during the past three (3) years from the date of issuance of this solicitation. If any part of the performance falls within the above timeframe, the contract in its entirety may be evaluated for past performance. Past performance information that fails this condition will not be evaluated further.

Relevancy Assessment

(An assessment of recent past performance information will be made to determine if it is relevant. To be relevant, the Government will conduct an in-depth evaluation of all recent Past Performance Contract Examples and Narrative Information obtained, through the directions provided in Section L, to determine how closely the services and/or products align with the GLOBALCAP effort.

The Government will evaluate the extent to which the Offeror's cited Past Performance Contract Examples and Narrative Information is similar in Scope, Magnitude, and Complexity to the GLOBALCAP requirement. Scope, Magnitude, and Complexity will be assessed based on the prime and subcontractors proposed role or efforts, as it relates to the Past Performance Contract Examples and Narrative Information as described in Section L.

In determining relevancy for individual contracts examples, consideration will be given to the effort or portion of the effort being proposed by the Offeror or subcontractor, whose contract example is being reviewed and evaluated. Furthermore, the Government will consider the portion of the effort

accomplished on contract examples, compared to the portion to be performed on the proposed efforts outlined in this solicitation. For example: past performance for a subcontractor for Program Management will only be considered if that same subcontractor is to perform Program Management on the proposed effort.

The past performance information provided, as described in Section L, as well as any other information obtained from other sources, to include PPQ, will be used to establish the degree of relevancy of past performance. The Government will use the following degrees of relevancy when assessing recent past performance examples:

Table M.12.2: Past Performance Relevancy Considerations

Rating	Definition
Very Relevant	Present/past performance effort involved <i>comparable scope and magnitude of effort and complexities</i> as this solicitation requires.
Relevant	Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Scope, Magnitude, and Complexity

Scope, Magnitude, and Complexity is defined as follows:

3. **Scope** - Relevancy regarding *scope* may be assessed based on, but not limited to, the *similarities* between a given Past Performance effort and the GLOBALCAP effort. Consideration may be given when determining relevant past performance regarding scope:

To be considered for previous within-scope work, offerors shall identify and compare *similar or previous work they have performed* as compared to the effort required under GLOBALCAP. Some examples include:

- Experience providing comprehensive services. Some examples include:
 - Task order design and execution, conducting training, logistical support and architectural/engineering design and construction services with a focus to sub-Saharan Africa and surrounding region.
- Experience designing and developing training programs and materials tailored to the specific needs of target audience. Some examples include:
 - Use of pre- and post-training assessments, surveys, and feedback mechanisms, to measure effectiveness of training programs.

- Analyzing evaluation data to identify areas of improvement and make recommendations for adjustments to training.
- Provide post training-support and follow-up to reinforce learning to ensure successful implementation of new skills or knowledge.
- Experience providing comprehensive logistical support for operations, planning, coordinating, etc. Some examples include:
 - Procurement of specific equipment and materials required for each project area to ensure timely delivery and adherence to quality.
 - Establishing and maintaining warehouse and inventory management systems to effectively manage stock levels, monitor inventory levels and ensuring proper storage and handling of materials.
 - Offer medical support services to include emergency medical response planning and execution.
 - Offer support for emergency situations and contingency planning to ensure uninterrupted operations and services.
- Experience performing construction activities. Some examples include:
 - Constructing high-quality facilities, utilizing skilled labor, materials, and equipment, to meet project specification and timelines
 - Conduct site assessments to evaluate feasibility, risks, and requirements for construction projects, to include site selection, environmental assessments, and permitting process.
 - Utilize project management techniques and tools to plan, schedule and monitor construction activities to ensure timely completion and quality control.
 - Provide regular progress reports, documentation, and communication to stakeholders to ensure transparency and accountability throughout the conduction process.
- Experience in recruiting, retaining, training, and managing a “bench” of highly qualified staff capable of meeting evolving primary and ad hoc contract requirements quickly in Africa.

4. **Magnitude** - Relevancy regarding magnitude or significance is a comparison of an offeror’s previous past performance efforts and the financial resources used in comparison to the GLOBALCAP effort. Consideration may be given when determining relevant past performance in regards magnitude. Some examples include:

- Experience in managing multiple teams of varying size and complexity at locations worldwide, with additional consideration given to experience specifically in Africa.
- Successfully managed and executed large-scale projects, such as providing security support for major events or conducting extensive training programs for a large number of trainees.
- Achieved meaningful results and positive outcomes in their past performance, such as reducing security incidents, improving the skills and capabilities of trainees, or successfully completing construction project on time and within budget.
- For the Full and Open Competition Pool – Offeror(s) shall demonstrate past performance experience in the areas of magnitude by performing similar work at

varying levels with a value of at least \$10M, with additional consideration given to experience specifically in Africa.

- For the Small Business (SDVOSB / WOSB) Set Aside Pool – Offeror(s) shall demonstrate past performance experience in the area of magnitude by performing similar work at varying levels with a value of at least \$3M, with additional consideration given to experience specifically in Africa.

5. **Complexity** - Relevancy regarding complexity or level of involvement is a comparison of offeror's previous or similar past performance efforts performed in comparison to the GLOBALCAP effort. Consideration may be given when determining complexity as related to in comparison to the GLOBALCAP effort. Consideration may be given when evaluating complexity in regard to relevancy. Some examples include:

- Experience in supporting with varying levels of support, including security, training, construction in austere environments with additional consideration given to Africa.
- Successfully completed projects with a higher level of complexity, such as providing multi-dimensional security support involving various operational aspects, delivering comprehensive and specialized training programs, or managing complex construction projects in challenging austere environments in Africa.
- Utilization of data tools to measure its ability or performance handling or managing projects of a greater scope and complexity. For example, offerors can highlight how it uses metrics to measure successful projects conducted, the number of trainees trained to proficiency, or the quality of timeliness of construction projects completed in austere environments in Africa.
- Successfully navigated and adapted to the local context in Africa. For example, offerors who have successfully managed security risks in Africa, conducted culturally sensitive.

Relevancy for scope, magnitude, and complexity shall include descriptions of efforts related to the Technical Solution (Factor 1) and Management (Factor 2) subfactors.

Past performance on contracts that are more technically relevant to GLOBALCAP requirements as listed in Section C and similar in Scope, Magnitude, and Complexity will receive greater consideration than performance on contracts that are less relevant.

Past Performance Questionnaires and Government Follow-Up

The Government may contact references cited on the Past Performance Questionnaire as well as other relevant individuals. The Government may obtain additional information on relevant past performance from other sources such as Government past performance databases.

In general, past performance will be evaluated on the extent of client satisfaction with the previous performance of the Offeror; the Offeror's effectiveness in managing and directing resources; the Offeror's demonstration of reasonable and cooperative behavior in dealing with clients; the Offeror's quality of previously performed services the Offeror's ability to control costs and manage contract activities; and the Offeror's effectiveness in meeting schedules in providing services and products.

The Government will consider the quality of recent, relevant past performance information. The quality assessment consists of an in-depth evaluation of the contract examples, PPQ responses, PPIRS/FAPIIS/CPARS data, interviews with Government and/or, if applicable, Commercial customers. If

the Government receives, for a given Offeror, no Past Performance Questionnaires, or only irrelevant questionnaires, and can locate no other sources of relevant past performance information for the Offeror, the Offeror will receive a neutral (neither favorable nor unfavorable) Past Performance rating.

Past Performance Quality

The Government will use the following quality ratings when assessing recent, relevant past performance information:

Table M.12.3: Quality Assessment Ratings

Adjectival Rating	Description
Exceptional	Performance exceeded many contractual schedule and subcontractor management requirements to the Government's benefit. The contractual performance was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance exceeded some contractual schedule and subcontractor management requirements to the Government's benefit. The contractual performance was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance met contractual schedule and subcontractor management requirements. The contractual performance contained some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance did not meet some contractual schedule and subcontractor management requirements. The contractual performance reflected a serious problem for which the contractor did not identify corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance did not meet most contractual schedule and subcontractor management requirements and recovery did not happen in a timely manner. The contractual performance contained a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

The quality assessment may result in positive or adverse findings. Adverse is defined as past performance information that supports a less than "Satisfactory" rating on any element or any unfavorable comment received from sources without a formal rating system. For adverse information identified, the evaluation will consider the number and severity of the problem(s), mitigating circumstances, and the effectiveness of corrective actions that have resulted in sustained improvements when determining the quality assessment. Taking mitigating corrective actions may or may not result in a higher quality rating. These corrective actions will only be considered when objectively measurable improvements in performance have been demonstrated.

Assigning Ratings

As a result of the relevancy and quality assessments of the recent contract examples evaluated, Offerors will receive an integrated confidence assessment rating. Although the Past Performance Evaluation focuses on recent efforts that are similar in Scope, Magnitude and Complexity, the resulting

confidence assessment rating shall be made at the factor level (Factor 3) and represents an overall evaluation of contractor past performance.

In the case of an Offeror without a record of relevant past performance or for whom past performance information is not available or so sparse that no meaningful assessment rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance information and will be assigned a confidence rating of "Neutral". A strong record of relevant past performance information will be considered more advantageous to the Government than a "Neutral" confidence rating.

More relevant past performance information will have a greater impact on the confidence assessment than less relevant past performance information. This may result in the more relevant contract examples receiving a higher confidence rating when compared to a less relevant contract examples. A strong record of relevant past performance information will be considered more advantageous to the Government than a "Neutral" confidence rating.

M.13 VOLUME IV – Price Evaluation (Factor 4)

The principal basis for evaluating price as a factor for IDIQ award under this solicitation will be an evaluation of the reasonableness of the Offeror's overall proposed price. The overall proposed price is in cell G63 in Pricing Table 4 in Section J's Attachment J-12 (Pricing Tables).

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

The Government will use the RFP-specified estimated hours, FTEs, quantities, and ODC costs in Pricing Table 4 for evaluation purposes only. The Government does not commit to order or payment of these amounts.

The Government will use the subtotals, totals, and overall proposed price in Pricing Table 4 for evaluation purposes only. The Government does not commit to pay these amounts. However, the NTE fully-loaded hourly labor rates and NTE unit prices proposed in Pricing Table 4 will be used as the awarded pricing information if award is made without discussions, or will be used as the basis of negotiation if award is made with discussions.

Similarly, the provisional billing indirect cost rates proposed in Pricing Table 1, the ceiling indirect cost rates proposed in Pricing Table 2, the NTE profit percentages proposed in Pricing Table 3, and the NTE fee percentages proposed in Pricing Table 3 will be used as the awarded pricing information if award is made without discussions, or will be used as the basis of negotiation if award is made with discussions.

The Government will evaluate the price reasonableness of proposals for IDIQ award purposes by adding the total proposed price for all option periods and extension to the total proposed price for the base period (i.e., total proposed price for Ordering Periods for Years 2 through 10, and the Six-Month

Option, will be added to total proposed price for Ordering Period for Year 1). Evaluation of options and extension will not obligate the Government to exercise the option(s) and extension, respectively.

Unless an offer was deemed ineligible for award, the Government may adjust any overall proposed price which was calculated incorrectly, resulted from another applicable error(s), resulted from an applicable omission(s), or resulted from the offeror failing to comply with an applicable pricing instruction(s) identified in RFP Section L. Such adjusted price will be used as the evaluated price.

M.14 Volume V – Business

The Government will evaluate the information submitted in the Volume V – Business as part of its responsibility determination. Please see RFP Sections M.5(c) and (d) (Eligibility for Award).

The Government will use the following ratings when assessing the information submitted when evaluating Volume V.

Table M.14: Volume V – Business Ratings

Rating	Description
Responsible (Pass)	Volume V indicates an approach that conforms to FAR subpart 9.1, as applicable. The Offeror is determined responsible and eligible for award.
Not Responsible (Fail)	Volume V indicates an approach that fails to conform to FAR subpart 9.1, as applicable. The Offeror is determined nonresponsible and ineligible for award.

(End of Section M)