UNCLASSIFIED//FOR OFFICIAL USE ONLY



**ORDERING GUIDE**

**for**

**U.S. Department of State**

**Evolve Indefinite Delivery/Indefinite Quantity**

**(Evolve IDIQ)**

Logo

Description automatically generated

### 27 September 2022

**Table of Contents**

1. [EVOLVE GENERAL INFORMATION 8](#_Toc115166783)

2. [POINTS OF CONTACT. 8](#_Toc115166784)

3. [GENERAL…….……………………………………………………………………….8](#_Toc115166785)

4. [HOW TO BECOME AN AUTHORIZED USER 10](#_Toc115166786)

5. [EVOLVE CONTRACT INFORMATION 10](#_Toc115166787)

6. [HOW DO I DETERMINE WHICH FUNCTIONAL CATEGORY TO USE? 12](#_Toc115166788)

7. [WORK OUTSIDE OF THE CONTINENTAL UNITED STATES (OCONUS) 12](#_Toc115166789)

8. [ROLES AND RESPONSIBILITIES 13](#_Toc115166790)

9. [ORDERING PROCESS 15](#_Toc115166794)

10. [REQUISITION ISSUANCE PROCESS 15](#_Toc115166796)

11. [CONTRACTOR EVALUATION AND PERFORMANCE MONITORING 16](#_Toc115166797)

12. [STEPS FOR ORDERING 21](#_Toc115166808)

13. [CONTRACTOR RESPONSIBILITIES AND GUIDANCE 39](#_Toc115166853)

14. [CLOSEOUT…………………………. 39](#_Toc115166855)

15. [PAST PERFORMANCE 40](#_Toc115166858)

16. [SYSTEMS………………………………………………………………………… 40](#_Toc115166859)

APPENDIX A - EVOLVE VENDOR POINTS OF CONTACT………………………43

APPENDIX B - LIST OF AUTHORIZED PURCHASE CARD HOLDERS…………44

# EVOLVE GENERAL INFORMATION

|  |  |
| --- | --- |
| IDIQ Contractors/Vendors Total | XX Total Contracts |
| Evolve Web Links(s) | <https://sam.gov/opp> |
| **Functional Category (1) IT Management Services** |  |
| IDIQ Award Date |  |
| IDIQ Expiration Date |  |
| **Functional Category (2) Network & Telecommunications Services** | XX Total Contracts |
| IDIQ Award Date |  |
| IDIQ Expiration Date |  |
| **Functional Category (3) Cloud & Data Center Services** | XX Total Contracts |
| IDIQ Award Date |  |
| IDIQ Expiration Date |  |
| **Functional Category (4) Application Development Services** | XX Total Contracts |
| IDIQ Award Date |  |
| IDIQ Expiration Date |  |
| **Functional Category (5) Customer & End User Support Services** | XX Total Contracts |
| IDIQ Award Date |  |
| IDIQ Expiration Date |  |

# POINTS OF CONTACT

1. **Evolve Procurement Team**

|  |  |  |
| --- | --- | --- |
| **Functional Category 1 – (FC1)** | | |
|  | Procuring Contracting Officer (PCO) | Alternate Point of Contact |
| POC |  | Donnell Harrison |
| Voice |  |  |
| Email |  |  |
| **Functional Category 2 – (FC2)** | | |
|  | Procuring Contracting Officer (PCO) | Alternate Point of Contact |
| POC |  | Courtney Brown |
| Voice |  |  |
| Email |  |  |
| **Functional Category 3 – (FC3)** | | |
|  | Procuring Contracting Officer (PCO) | Alternate Point of Contact |
| POC |  | Anthony Godwin |
| Voice |  |  |
| Email |  |  |
| **Functional Category 4 – (FC4)** | | |
|  | Procuring Contracting Officer (PCO) | Alternate Point of Contact |
| POC |  | New Hire |
| Voice |  |  |
| Email |  |  |
| **Functional Category 5 – (FC5)** | | |
|  | Procuring Contracting Officer (PCO) | Alternate Point of Contact |
| POC | Katherine Vultaggio | James C. (Chris) Woodis |
| Voice | 202.445.7385 | 202.340.9013 |
| Email | [vultaggiokl@state.gov](mailto:vultaggiokl@state.gov) | [woodisjc@state.gov](mailto:woodisjc@state.gov) |

1. **IRM/BMP/ITA/CM**

|  |  |  |
| --- | --- | --- |
|  | Evolve IDIQ | Alternate Points of Contact |
| POC | Kimberly Baltimore | Andrew Black |
| Voice |  |  |
| Email |  |  |

# GENERAL

* 1. **Purpose**

This guide provides the procedures for ordering Information Technology (IT) based solutions under the Evolve Indefinite Delivery Indefinite quantity (IDIQ). It defines the roles and responsibilities of all stakeholders involved in the ordering process and provides helpful instructions on how to place an order on the IDIQ. The Evolve IDIQ will be referred to as Evolve,” and Task Orders or Delivery Orders (regardless of whether the primary purchase is for products or services) issued against Evolve are herein referred to as Task Orders, or “TOs.” Requests for quotation will be referred to as “RFQs.”

This guide does not replace ordering agency policies or best practices and does not take precedence over the terms and conditions of Evolve. It is the responsibility of the procuring Contracting Officer (CO) to follow statutes, regulations, and agency-specific policies regarding the issuance of an Order and to incorporate those requirements at the Order level.

Updates to this Ordering Guide and other helpful information will be posted on the Evolve website at: <https://www.state.gov/evolve-idiq/>

* 1. **Authorized Users**

The Administration (A) Department of State Office of the Procurement Executive, Office of Acquisitions Management, Evolve Procurement Team (A/OPE/AQM-Evolve) and Information Resource Management, Budget Management and Planning, IT Acquisitions, Contract Management (IRM/BMP/ITA/CM) form the complete Evolve Integrated Product Team (IPT) that manages Evolve contract activities through the complete acquisition lifecycle. Below are specific user roles and responsibilities.

* 1. **TOs – Contracting Officer**

This IDIQ is available for the purpose of placing TOs by the Evolve Procurement Team only. Direct orders may not be placed under Evolve by other contracting activities (no delegated procurement authority will be authorized).

* 1. **Government Purchase Card Orders**

Refer to Appendix B for the list of authorized purchase card holders supporting IRM/BMP/ITA/CM who may place direct P-card orders under Evolve.

* 1. **Contracting Officer’s Representatives**

The Ordering Activity may opt to:

1. Use their own COR, or
2. Use assisted COR services from IRM/BMP/ITA/CM.

Contact IRM/BMP/ITA/CM for more details.

# HOW TO BECOME AN AUTHORIZED USER

All users must register to use the Symphony Application prior to accessing ordering information for Evolve. Contact IRM/BMP/CM/ITA for COR or P-Card holder access. Only the A/OPE/AQM Evolve Procurement Team may place TOs under Evolve.

# EVOLVE CONTRACT INFORMATION

* 1. **Evolve Term**

Evolve is a 7-year contract inclusive of one (1) one-year base performance period, with up to six (6) one-year option periods). TOs may be awarded during the term of Evolve, which is also referred to as the effective period of the contract or the ordering period.

Pricing for TOs issued with period(s) of performance beyond the IDIQ period of performance end date will be negotiated at the Order level. Firm Fixed Price and Time and Materials TOs will be based on the rates applicable for the last period of performance of the IDIQ, plus escalation. Labor rates that extend beyond the sixth option year end date of the contract shall be established through negotiation with the Contractor to establish fair and reasonable pricing that is in-line with the sixth option year’s contract pricing.

* 1. **Order Period of Performance**

TOs may not exceed ten (10) years, inclusive of options, from the date the Order is placed; however, TOs may extend up to three (3) years after the expiration of Evolve. FAR 52.217-8 Option to Extend Services shall not be used beyond three (3) years after the Evolve contract expiration date.

Multi-year contracting may only be pursued by the Evolve Procurement Team after a signed certification and validation that the ordering activity is prepared to meet all obligations under FAR 17.1, with special attention paid to FAR 17.106-1(c)(1) and (2), FAR 17.106-1(e) regarding “cancellation ceilings”, and FAR 17.108 “Congressional Notification.”

The term for each Task Order placed under Evolve shall be specified in the individual Order. The CO may include options in accordance with (IAW) FAR Part 17.2, when applicable. When citing options in an Order, the full cost or price for the performance of the work must be established and evaluated in the initial Order. Order duration is not dependent upon exercise of the Evolve option or expiration of Evolve. This means that a user can exercise an Order option period even if Evolve is no longer available for new TOs. The CO is required to document that Order options are in the best interest of the government consistent with FAR 17.207, and applicable agency supplements.

* 1. **Ceiling**

The Evolve total ceiling is $10 Billion. The Evolve Procurement Team will track contract usage throughout the life of Evolve. The CO must verify that there is sufficient ceiling available on Evolve prior to issuing any RFQs or new TOs.

* 1. **Scope**

The Contractor shall provide the full range of IT services, technical and management expertise, and solution-related enabling products in one or more of the functional categories to meet the mission needs of the Department of State. Specific IT solutions/capabilities will be identified in individual TOs to support DOS world-wide. Contractors shall furnish the necessary personnel, materials, equipment, facilities, travel, and other services required to satisfy the ordered IT capabilities and solutions. While the Evolve Statement of Work (SOW) identifies five functional categories, the suite of resulting contracts is intended to satisfy the full range of IT related requirements.

The scope of each individual IDIQ contract will be based upon the functional categories which the Contractor is awarded. The Evolve contract is intended to remain current and continue to provide the full range of IT capabilities, solutions, and emerging technologies throughout its life. The Contractor shall provide solutions for one or more of the following functional categories, with specific tasks to be set forth in TOs:

* **Functional Category 1 (FC1):** *IT Management Services*
* **Functional Category 2 (FC2):** *Cloud and Data Center Services*
* **Functional Category 3 (FC3):** *Application Development Services*
* **Functional Category 4 (FC4):** *Network and Telecommunication Services*
* **Functional Category 5** **(FC5):** *Customer and End User Support*
  1. **Technical Scope Assessments**

All requirements must be in scope, consistent with the appropriate functional category, and the requirement should contain the award evaluation criteria.

* 1. **Socioeconomic Credit**

Purchases using Evolve’s Small Business Contractors will provide Small Business socioeconomic credit to the Department.

The Evolve Procurement team will track all Evolve small business participation and usage (cumulatively across all functional categories) and report this information directly to the Office of Small Disadvantaged Business Utilization (OSDBU) on a monthly basis for Evolve year one (1) and quarterly thereafter.

# HOW DO I DETERMINE WHICH FUNCTIONAL CATEGORY TO USE?

After initial contact and/or submission of an initial requirements package by the ordering activity, IRM/BMP/ITA/CM determines the primary scope of the requirement and recommends its placement under one of the Functional Categories. The Contracting Officer (CO) then makes an acquisition strategy determination in consultation with IRM/BMP/ITA/CM. The decision as to which IDIQ to use is directly related to the scope of the specific requirement to be solicited.

Use of Requests for Information (RFIs), Capability Requests and/or any type of informational request submitted to the Evolve functional category may help in determining which vehicle is chosen for a specific requirement. The Evolve Procurement Team is the only user authorized to issue RFIs under Evolve.

# WORK OUTSIDE OF THE CONTINENTAL UNITED STATES (OCONUS)

It is anticipated that there may be TOs under this contract for work outside of the continental United States. OCONUS is defined as other than the 48 contiguous states plus the District of Columbia. The Contractor will be compensated for work performed OCONUS based on the methodology proposed by the Contractor and accepted by the USER for award of an individual Order.

The U.S. Department of State’s Bureau of Administration, Office of Allowances [(](https://aoprals.state.gov/)https://aoprals.state.gov/[)](https://aoprals.state.gov/) publishes quarterly report indexes of living costs abroad, per diem rate maximums, quarter’s allowances, hardship differentials and danger pay allowances for Contractors to follow when proposing on OCONUS efforts. No allowances, other than those listed by the U.S. Department of State, shall be allowed on TOs.

The Department of State Standardized Regulations (DSSR) are the controlling regulations for allowances and benefits available to all U.S. government civilians assigned to foreign areas. For TOs issued under the IDIQ, Contractor civilians assigned to foreign areas shall not exceed the allowances and benefits in the DSSR. For OCONUS TOs where costs are not specifically addressed in the DSSR, the government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures.

# ROLES AND RESPONSIBILITIES

The business of contracting is a team sport. Below are general responsibilities; however, the Evolve IPT is a cohesive, collaborative unit working towards a unified goal. IRM/BMP/ITA/CM and the OPE/AQM Evolve Procurement Team are committed to these basic tenets:

* Early Engagement
* Active Planning
* Frequent Communication
* Real-Time Status
* Standardized and Agile Processes
* Application of Best Practices
* Kaizen: Continuous Improvement

# CONTRACTING OFFICER’S RESPONSIBILITIES

The Evolve Procurement Team CO has full pre- and post-award responsibility for the Evolve IDIQ IAW the FAR and the DOSAR. The following highlights some key CO responsibilities but is not all inclusive:

* Modify Evolve terms and conditions, which is an exclusive, non-delegable right
* Advise and guide IRM/BMP/ITA/CM, requiring activities, users and Contractors regarding all Evolve requirements
* Partner with IRM/BMP/ITA/CM to Educate requiring activities on how to use Evolve to meet their IT requirements
* Conduct meetings with Evolve prime Contractors
* Review Subcontract Reporting and Evolve Contractor Administrative Reporting
* Report information to OMB such as exceptions to fair opportunity, type of contract, # of awards, etc.

# AQM EVOLVE TEAM RESPONSIBILITIES

* Responsive, customer-focused service
* Proactive Contract Administration
* Timely processing of requisitions and CPARS
* Quality assurance of requisition content and attachments
* Early engagement initiative tracking
* Business advisement on acquisition strategy
* Commitment to appropriate acquisition lead times
* Collaboration and training for IRM/BMP/ITA/CM Cadre of CORs and TETs
* Prompt COR delegations of authority (where required)
* Contract Template Library Creation and Management
* Real-time Order Status Reporting
* Contract usage tracking and reporting
* Contract status meetings
* Complimentary pre- and post-award technical scope assessments upon request
* Inclusion of all contractually required clauses, provisions, terms and conditions (in response to all program-identified IT security requirements)

# IRM/BMP/ITA/CM RESPONSIBILITIES

* Submission of compliant requisitions and attachments
* Quality control verification of requisition content and attachments
* Early engagement with requiring activities (pre-requisition)
* Commitment to appropriate acquisition lead times
* Collaboration and training for IRM/BMP/ITA/CM Cadre of CORs
* Provide updated standard IT security requirements for use on Evolve TOs
* Provide background information in requirements to the greatest extent practicable (program history, “current state” or current environment information, diagrams, metrics, work volume, purchasing history, etc.)
* Provide forecasting information on upcoming procurements or problem sets
* Timely performance reporting (and immediate notification of issues to CO)

# ORDERING PROCESS

# ORDERING PROCESS OVERVIEW

The Evolve Procurement Team will use a well-defined and repeatable framework to guide and achieve a seamless requisition issuance process to support the execution of contract actions. The Evolve office requests that all requisitions include clear and concise detailed information before assigning to the appropriate Evolve Contract Specialist for processing.

Providing all details up front is critical to execution and certifies that the Evolve Procurement team can provide its customers with the required contracting services in a timely manner. As a best practice, sending an early notification/email identifying upcoming transactions will provide Evolve personnel an understanding of future actions to come. This process is intended to facilitate rapid communication between offices, allowing leadership time to assign the appropriate CS to the upcoming REQ, and provide enough time to identify further required transactional documents.

# REQUISITION ISSUANCE PROCESS

|  |  |  |
| --- | --- | --- |
|  | **DESCRIPTION** | **REQUIRED INFORMATION** |
| STEP (1) | ***-Email Notification-***  **From:** IRM/BMP/ITA/CM (POC)  **To:** [evolve@state.gov](mailto:evolve@state.gov) | * **Forecasting** * IRM/BMP/ITA/CM provides quarterly forecast of upcoming requirements.   --See Evolve Team Forecast Worksheet |
| STEP (2) | ***-Email Notification-***  **From:** COR or IRM/BMP/ITA/CM POC  **To:** [evolve@state.gov](mailto:evolve@state.gov) | --**Request Evolve CS/CO assignment**  - As soon as a need is identified (e.g., new requirements, options exercised, modifications, etc.) |
| STEP (3) | ***-Email Notification-***  Evolve Team Response | --**Evolve Team verifies CS/CO assignment**   * Within one (1) business day, |
| STEP (4) | ***-Ariba Action-***  Create PR Header | * **Assign PR to CS/CO assigned by Evolve Team** * \*\**unassigned PRs will not be processed\*\**   **Header Text must include:**     * **Type of Action**   *New Contract, Option Exercise, Funding, De-Obligation, Administrative, etc.*   * **Detailed Description**   *Reason for Action*   * **Identify COR**   *Name, Email, Phone*   * **Detailed instructions**   *Including each accounting line change for any funding actions* |
| STEP (5) | ***-Ariba Action-***  Set proper routing and attach internal approvals  Set Funding | * Ensure “IT Approval” is set to yes * Ensure any pre-approval memos (CIO, ITA, etc.) are attached * Ensure adequate funding is committed for award (required prior to solicitation release) * If a $0 Req is issued, header text must show anticipated funding date. |
| STEP (6) | ***-Ariba Action-***  *Add PR Attachments* | * Increase to contract value (ceiling increase) * Memo describing what has changed to cause the increase to award value & justification * **Funding Only:** No attachments required * New Contract * Copy of the COR’s certification (if services) * Copy of COR nomination memo * Draft PWS/SOW * Independent Government Estimate (IGE) * J&A (if sole source or brand name) * Cost/Benefit Analysis (if the requirement is for a study, development, research, prototyping, etc.) |
| STEP (7) | COR notification (email) to CS/CO that REQ has been assigned to Evolve and processed in Ariba. | * Include GFMS requisition # in email * IT request - Status must show as Approved. * All required items above must be present.   ***(Evolve Procurement Team will request modification of any requisition missing the elements above)*** |

# CONTRACTOR EVALUATION AND PERFORMANCE MONITORING

# ONGOING PERFORMANCE EVALUATION

Past performance information is relevant for future TO source selection purposes, regarding a contractor’s actions under previously awarded TOs under the same contract. It includes, for example, the Contractor’s record of conformance to contract requirements and to standards of good workmanship; the Contractor’s adherence to contract schedules, including the administrative aspects of performance; the Contractor’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor’s business-like concern for the interests of the customer. Past performance also includes the quality and timeliness of deliverables submitted to the Government in the delivery of its services.

Upon completion of a TO base or option period, the TO COR will complete a TO evaluation via CPARs. The information will be used for future source selections under Evolve.

Past performance will be an important evaluation factor for Evolve task order awards; especially after the base year of the IDIQ.

# ITA MONITORING OF THE EVOLVE PROGRAM PERFORMANCE OBJECTIVES

To ensure excellent performance and proactive risk mitigation posed by a multi-vendor environment, ITAs CORs will monitor the contractor’s performance in meeting performance objectives and facilitate collaboration between contractors. ITA monitoring of Evolve program performance objectives may select key members of key contracts as needed to take part in the Evolve objective meetings to collaborate and develop solutions to common problems; ITA will review ACAs prior to contractor signatures and archived to the file; ITA will surveil contractors awarded TOs under Evolve to ensure ACA agreements are being followed and contractors are communicating effectively.

Category Program Managers (CPMs) will collect information from GTMs, Requiring Office Program Managers (RA-PMs) and task order level CORs and document the following high level performance objectives in CPARs at the IDIQ level

# PERFORMANCE MANAGEMENT APPROACH

ITA will establish a Performance Management approach that will identify, track, and encourage adherence to performance objectives, key service level requirements (SLRs), outcomes, and deliverables.

# DESIGNATION OF HIGH-LEVEL PERFORMANCE OBJECTIVES (IDIQ LEVEL)

Table 1 lists objectives that will be tracked by CPMs and documented at the IDIQ level. These performance objectives are considered critical to the success of Evolve and will be monitored for compliance and improvement.

# DESIGNATION OF SLRS, OUTCOMES, AND DELIVERABLES (TO LEVEL)

Each TO may designate SLRs that measure the outcome expected for the task(s). These SLRs will be reported by the contractor and evaluated by the CPM and task order level COR to determine compliance and to apply incentives for performance. TO performance may also be measured by deliverables or other outcomes defined in the TO and agreed to by the contractor.

# OBJECTIVE FOR PERFORMANCE MANAGEMENT APPROACH (TO LEVEL)

The main goal in developing performance objectives and measures is to support the DOS desire to manage the contractor’s services by monitoring and measuring performance on critical requirements. While the performance objectives will be defined based upon the scope of the TO, the intent is that such measures are an indication of delivery of critical requirements.

# CONTINUOUS IMPROVEMENT (TO LEVEL)

Depending upon the type and scope of the TO, the contractor may agree to continuous improvement of certain SLRs or outcomes. This improvement and timing will be defined in the TO.

# INCENTIVES (TO LEVEL)

A Task Order may include financial incentives for certain performance measures to encourage the consistent and timely delivery of service and value to DOS. These incentives may take the form of fee reductions or credits to the TO invoice. Fee reductions are not intended to compensate DOS for damages, but rather to recognize the value of the diminished services actually delivered, and to provide incentive to the Supplier to achieve the TO’s stated objectives.

The TO CO will have latitude with regard to incorporating appropriate incentives at the TO level; however, the following logic will be followed under Evolve:

* CPARS ratings and standard contract compensation are to be the primary incentives for contract performance.
* Streamlined processes (such as award terms) are favored over complex incentive structures.

One incentive type may generally be applied per TO; multiple-incentive contract types will require special acquisition approvals.

# EARN BACK FOR FEE REDUCTIONS (TO LEVEL)

The objective of a TO is deliver the agreed services, products, or outcomes. Given this objective, DOS may provide provisions for a contractor to earn back a fee reduction by correcting service issues or restoring agreed service levels for an agreed timeframe.

# OBJECTIVES THAT WILL BE TRACKED BY CPM/TASK ORDER CORS AND REPORTED TO THE PROGRAM MANAGER

|  |  |  |
| --- | --- | --- |
| Table 1 HIGH-LEVEL PERFORMANCE OBJECTIVES (IDIQ LEVEL) | | |
| Performance Objective | References | Performance Threshold and Standard |
| **Contractor**  **Communication** | **ACA-Agreement** | Contractors will be evaluated every month by the COR and the evaluation will be discussed with the contractor. The purpose of the scorecard and discussions is to enhance performance. Contractor communications will be used as a basis for past performance reporting.  Communication: Requirements, schedules, changes, and/or details of all work performed under Evolve are communicated to other Evolve task order recipients and IRM stakeholders.    Satisfactory = 0 deficiencies.  All requirements, schedules, changes, and details of work performed were shared and communicated as identified in the Associate Contractor Agreement (ACA).    Unsatisfactory = 1 or more deficiencies; 1 or more requirements, schedules, changes, and details of work performed were not shared and communicated as identified in the ACA. |
| **Contractor Collaboration** | **ACA- Agreement** | Contractors will be evaluated every month by the COR and the evaluation will be discussed with the contractor. The purpose of the scorecard and discussions is to enhance performance. In addition, in the aggregate, the scorecards and discussions will be used partially as a basis for past performance reporting.  Collaboration. Contractors will operate within an ecosystem of federal and contractor staff, with multiple contractor teams working in parallel and with constant interaction with DOS employees. The contractor will be graded based on their willingness, effort, and ability to work collaboratively.  The Government will assess the performance of each contractor using a scorecard approach (grades A-F). The Contracting Officer and Contractor will receive a copy of the evaluation. Contractors may provide comments, or responses, to the scorecards to the COR and the Contracting Officer within a week after receipt of the scorecard and grade. |
| **Contractor Process and Continuous Improvement** |  | Contractors will be evaluated every month by the COR and the evaluation will be discussed with the contractor. The purpose of the scorecard and discussions is to enhance performance. In addition, in the aggregate, the scorecards and discussions will be used partially as a basis for past performance reporting. It is anticipated that contractors will be evaluated along the following dimensions.  Process and Continuous Improvement. contractors will be assessed on the processes they implement, their conformance to processes, their contribution to required frameworks, and to continuously improve these processes. Customer Experience (CX) may be an integral factor in this assessment.  The Government will assess the performance of each contractor using a scorecard approach (grades A-F). The Contracting Officer and Contractor will receive a copy of the evaluation. Contractors may provide comments, or responses, to the scorecards to the COR and the Contracting Officer within a week after receipt of the scorecard and grade. |
| **Innovation** |  | Contractors will be evaluated every month by the COR and the evaluation will be discussed with the contractor. The purpose of the scorecard and discussions is to enhance performance. The scorecards and discussions will be used partially as a basis for past performance reporting. It is anticipated that contractors will be evaluated along the following dimensions.  Contractors will be permitted to submit examples of any innovative approaches they introduce, and the Government will evaluate the contractors on their contributions (whether self-reported or not).  The Government will assess the performance of each contractor using a scorecard approach (grades A-F). The Contracting Officer and Contractor will receive a copy of the evaluation. Contractors may provide comments, or responses, to the scorecards to the COR and the Contracting Officer within a week after receipt of the scorecard and grade. |
| **Compliance** |  | The Government will assess the performance of each contractor using a scorecard approach (grades A-F). The Contracting Officer and Contractor will receive a copy of the evaluation. Contractors may provide comments, or responses, to the scorecards to the COR and the Contracting Officer within a week after receipt of the scorecard and grade. |
| **Staff Turnover/ Staff Greening** |  | The Government will assess the performance of each contractor using a scorecard approach (grades A-F). The Government will review the contractor's submitted recruitment and retention plan as well as monitor the overall staff turnover. The Contracting Officer and Contractor will receive a copy of the evaluation. Contractors may provide comments, or responses, to the scorecards to the COR and the Contracting Officer within a week after receipt of the scorecard and grade. |

# STEPS FOR ORDERING

|  |  |
| --- | --- |
| * ***Step 1*** * ***Step 2*** | * Identify Requirement(s) * Define Requirement(s) and Begin Acquisition Planning |
| * ***Step 3*** | * Prepare the Solicitation |
| * ***Step 4*** | * Issue Solicitation Offering Fair Opportunity to All Evolve Primes |
| * ***Step 5*** | * Evaluate Quotations—Price and Other than Price |
| * ***Step 6*** | * Document Award, Debriefings and Protests |
| * ***Step 7*** | * Administer and Close Out Order |

# STEP 1: IDENTIFY REQUIREMENTS

As soon as the program office identifies a need, the Evolve Procurement Team should be contacted to begin early acquisition planning. The Evolve Procurement Team will provide acquisition strategy support and guidance for next steps.

# STEP 2: PLAN THE ACQUISITION

TOs issued under the Evolve IDIQ are not exempt from the development of acquisition plans IAW FAR Part 7 Acquisition Planning and FAR Part 39 Acquisition of IT.

When developing an acquisition plan for acquiring information technology solutions, the plan:

* Must conform to the AQM Review and Approval Matrix in terms of “formal” or “streamlined” and with the appropriate signature blocks based on the IGE.
* Is not required to adhere to the competition requirements in FAR Part 6, the policies in FAR 15.3 Source Selection or the Economy Act
* Must comply with all FAR requirements for a bundled contract when the Order meets the definition of “bundled contract” (See FAR 2.101[b])
* Should consider the use of modular contracting to reduce program risk (see 39.103[a]) as required by the Information Technology Reform Act and the 25 Point Implementation Plan to Reform Federal Information Technology (See OMB “Contracting Guidance to Support Modular Development” dated June 14, 2012)
* Must address FAR 7.102(a) which requires as part of acquisition planning, appropriate consideration of the use of pre-existing contracts, including intra-agency contracts to fulfill the requirement before awarding a new contract
* Give special consideration to high-risk contract types such as time and materials, labor hour, or fixed price contracts with monetary incentives. Document the rationale for selecting other than firm-fixed-price contracts (See FAR 7.103 [e] and [j] and FAR 7.105 [b][3] respectively) and obtain the required approvals.

# STEP 3: PREPARE THE SOLICITATION

Evolve TOs shall use Performance Based Service Acquisitions to the maximum extent practicable.

# Performance Based Service Acquisition (PBSA)

Performance Based Contracting is outcome-based; meaning the contract measures the results to be achieved instead of “how” the work is to be performed. The Office of Federal Procurement Policy (OFPP) recommends that a Performance Work Statement be used, to the maximum extent practicable, when acquiring services IAW FAR 37.102(a). Pursuant to FAR 37.601(b), Performance Based Contracts for services shall include:

* A Performance Work Statement
* Measurable performance standards
* A method of assessing Contractor performance against performance standards
* Performance incentives where appropriate

See the Evolve Procurement Team for templates and samples to build a manageable and quality-driven performance-based requirement.

# Performance Work Statement (PWS)

A PWS identifies the technical, functional and performance characteristics of the government’s requirements. The PWS describes the work in terms of the purpose of the work to be performed rather than how the work is to be accomplished or the number of hours to be provided. A best practice is to invest enough time and effort up front to write a clear high-quality Performance Work Statement that will enable offerors to

clearly understand the requirement and needs of the agency. This will enable offerors to price their quotations and submit higher quality technical quotations more accurately. Furthermore, it provides a baseline for the development of other parts of the solicitation, particularly the evaluation criteria and technical quotation instructions which are discussed in the paragraph below, “Solicitation.”

A clearly defined requirement also facilitates a more accurate independent government estimate and prospectively more accurate budgeting for option periods. Potential post award benefits include minimizing the need for change orders, better assessment criteria for judging Contractor performance and reduced claims and disputes.

# Statement of Objectives (SOO)

A SOO is not a replacement for a PWS or SOW. A SOO may be used in the rare occasion that the requirement cannot be sufficiently defined by the government and requires Contractor input. Often a very brief document (commonly about 2 to 10 pages, depending upon complexity) which summarizes key agency goals and outcomes, to which Contractors respond with solutions. Note: there are pros and cons to using the SOO which add inherent risk to the government. A SOO should never be employed by program or contracting staff who lack the experience, training, or a thorough understanding of how to write and implement a SOO.

The SOO is different from a PWS approach in that offerors are asked to develop and propose a PWS, SOW, technical approach, performance standards/metrics and acceptable quality levels (commonly called a performance requirement summary [PRS]), incentives/disincentives, a Quality Assurance Surveillance Plan (typically based upon commercial practices) and pricing. There is risk in this process due to the Contractor’s latitude to “bake in” features, terms, or conditions that are beneficial to the Contractor at the expense of the government.

At a minimum, an SOO should contain the following information:

* Purpose
* Scope or mission
* Period and place of performance
* Background
* Performance objectives (i.e., required results)
* Any operating constraints

Upon award, the agreed upon Contractor-supplied PWS or SOW, PRS incentives/disincentives (if any) and pricing should be incorporated into the resulting Order. **\*\*NOTE\*\*** a SOO, itself, should NEVER be incorporated to the contract in the place of a PWS or SOW.

# Incentives

The CO must evaluate and determine the appropriateness of all incentive terms and develop a surveillance plan to implement and monitor an award-fee, incentive-fee, or award-term result IAW FAR 15.4, Contract Pricing, and FAR 16.4, Incentive Contracts. This is an area of increasing regulatory oversight pursuant to Section 867 of the NDAA 2009, P.L. 110-417.

# Monetary Incentives

Monetary-based incentive contracts, if not properly planned and streamlined, can prohibitively increase contract administration burden for the program office, the contracting office, and the Contractor(s). The Evolve Procurement Team will review monetary incentive-based contract types and provide advisement on the necessary level of contract administration oversight that is required by the requiring activity (program office) in order to effectively monitor performance and apply appropriate incentives IAW the contract’s terms and conditions.

# Award terms

Award terms are additional contract option years (or periods) that the Contractor may earn through positive performance. Award term incentives are highly effective and a streamlined, low-cost way to motivate outstanding Contractor performance.

The Evolve Procurement Team can provide recommendations on ways to incentivize and measure desired performance outcomes using award terms. Below are some ways that award terms can be measured (this list is not all-inclusive):

* “Better than satisfactory” performance in all, or in some, areas of note within CPARS
* Demonstrated cost savings during the current performance period
* Demonstrated innovation that resulted in improved outcomes to the benefit of the government
* Customer Experience (CX) improvement or maintenance at high levels
* Faster delivery than required

# Solicitation

Evolve solicitations are called Requests for Quotation (RFQs). The language is purposefully different because the definitions under FAR 13 & 15 do not apply. The solicitation must include a SOW/PWS/SOO, evaluation factor(s), contract type, period and place of performance, due date, applicable quotation instructions and other information (DOSAR and AQM clauses, DS/IND security language) identifiable to the work effort. The RFQ will include evaluation factors tailored to the specific requirement.

Investing enough time and effort up front to write clear, high-quality requirements provides the government a baseline for the development of other parts of the solicitation, particularly the evaluation criteria and technical volume instructions. Clearly defined requirements facilitate a more accurate independent government estimate and more accurate budgeting. In addition, clearly defined requirements help industry to better understand the agency requirements and needs, facilitating more accurate pricing and higher quality technical quotations.

Simple, clearly stated evaluation factors are ideal. Keep the number of factors to a minimum whenever possible (3-4 factors is sufficient) and avoid using subfactors if unnecessary. The more complex the evaluation factors, the more administrative burden is applied to the technical evaluation team (TET). As more administrative burden is placed on evaluation, the likelihood of inconsistent evaluation practices and errors increases.

An additional best practice is to provide clear instructions for quotation preparation as well as keeping the required submissions to only the minimum necessary. This approach combined with streamlined evaluation factors should result in reduced administrative costs and time for both the Contractor and government in the quotation preparation and evaluation process. In addition, this facilitates increased competition and reduced procurement lead times, enabling Contractors to provide more innovative solutions at better prices. The result is probably fewer protests and the best value to the government with lower risk: a win-win for all parties.

Price must be an evaluation factor for all TOs.

Other selection factors should be limited to those few that are meaningful discriminators in assessing competing offers. Below are some examples of possible factors:

* Past performance (strongly encouraged)
* A risk analysis of the Order performance
* Strengths and weaknesses in performing the desired outcomes
* Management approach
* Technical approach
* Experience of key personnel

# Additional FAR and/or Any Specific Agency Provisions and Clauses

Additional FAR provisions and clauses that are complimentary to Evolve may be added at the Order level.

Provisions and clauses that supplement the FAR, which are prescribed and included in authorized agency acquisition regulations may be included in the TO so long as they are consistent with Evolve terms and do not exceed its scope. The CO is responsible for clearly identifying the applicable provision and clause configurations in both solicitation and TOs.

# Other Solicitation Considerations

#### Excluded Parties List Review

Although an affirmative responsibility determination was made for each Evolve prime Contractor at time of award, review each quoter’s Reps and Certs and EPLS records at www.SAM.gov (this may be accomplished using a FedDataCheck Report by emailing the UEI to [vendorreport@feddatacheck.com](mailto:vendorreport@feddatacheck.com)) prior to making an Order award. This policy is consistent with FAR 9.405-1 and the Office of Federal Procurement Policy Memorandum, “Contractor Responsibility Determinations and Indefinite Delivery Contracts," dated April 16, 2002.

#### Certification Regarding Responsibility Matters

The CO shall insert the provisions at FAR 52.209-5 Certification Regarding Responsibility Matters and FAR 52.209-7 Information Regarding Responsibility Matters (applies over $500K).

#### Inverted Domestic Corporations (IDCs)

Inverted domestic corporation, as defined in FAR 52.209-10, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). “Subsidiary” means an entity in which more than 50 percent of the entity is owned directly by a parent corporation; or through another subsidiary of a parent corporation.

The CO must assure they do not award to IDCs when using appropriated funds—unless they get a waiver from the Head of the Contracting Activity (HCA). Additionally, when issuing solicitations using appropriated funds the CO must include the following provision: FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations Representations (July 2009). FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (May 2012) has been added to the Evolve IDIQ via modification.

# STEP 4: Issue Solicitations – Offer Fair Opportunity to All Evolve Primes

The Symphony application shall be used for all issuance of RFQs. TOs issued under FAR 16.505 are not subject to the competition requirements in FAR Part 6. A solicitation synopsis at www.SAM.gov is not required or recommended for TOs issued against indefinite delivery contracts.

The use of Symphony is the required method to broadcast an RFQ notice to all contract holders and satisfies the “fair opportunity to be considered” notification requirement.

# Compete Requirement Offering Fair Opportunity to be Considered

Since Evolve is a multiple award, indefinite delivery, indefinite quantity contract, fair opportunity (see FAR 16.505[b]), must be given to all primes, unless an exception applies pursuant to FAR 16.505 (b)(2) as indicated below.

TOs exceeding $6 Million must provide all awardees a fair opportunity and include at a minimum:

* A notice of the task or delivery order that includes a clear statement of the agency’s requirements;
* A reasonable response period;
* Disclosure of the significant factors and subfactors, including cost or price, that the agency expects to consider in evaluating proposals, and their relative importance;
* Where award is made on a best value basis, a written statement documenting the basis for award and the relative importance of quality and price or cost factors; and
* An opportunity for a post award debriefing.

# Exceptions to the Fair Opportunity Process

The CO shall give every awardee a fair opportunity to be considered for TOs exceeding the micro-purchase threshold unless one of the following statutory exceptions applies:

1. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays
2. Only one awardee can provide the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized
3. The Order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an Order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original Order
4. It is necessary to place an Order to satisfy a minimum guarantee
5. For TOs exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.

In accordance with FAR 16.505(b)(1), each Contractor shall be given a fair opportunity to be considered for each Order exceeding the micro-purchase threshold. The CO must determine and document the method used to ensure fair opportunity is provided to all Evolve Contractors. In accordance with FAR 16.505 (b)(1)(iii), if an exception to the fair opportunity process is used, the CO must ensure that justification, approval and posting requirements are completed in accordance with FAR 16.505(b)(2)(ii). For more information, see Appendix D on page 51: Summary of Justification, Approval and Posting Requirements. The contracting agency’s obligations to provide “a fair opportunity to be considered” for TOs in excess of $5M is not met unless “all Contractors” are provided the following (at a minimum):

1. A notice of the Order that includes a clear statement of the agency’s requirements
2. A reasonable period to provide a quotation in response to the notice
3. Disclosure of the significant factors and sub factors, including price, which the agency expects to consider in evaluating such quotations, and their relative importance
4. A written statement documenting the basis for the award and the relative importance of quality and price factors
5. An opportunity for a post-award debriefing if requested in a timely manner

# Streamlined Order Competitions/Multi-phased Approach

Various multi-phased approaches are acceptable under FAR 16.505 (b)(1)(iv)(A)(5) and are totally discretionary on the part of the CO. The multi-phased approach may be appropriate when the effort required to respond to a potential Order solicitation is resource intensive. As appropriate, price and non-price factors should be considered in the initial evaluation.

FAR 16.505 (b) offers USERs the choice to design a multi-phased approach to streamline the selection process and reduce the administrative cost and effort for both government and Industry. Below are two examples of a multi-phased approach.

# Opt In/Opt Out Approach (Phased Solicitation)

# Phase One

* Develop a preliminary RFQ that includes salient characteristics of the specific requirement (e.g., work synopsis, security clearance needs, specialized information, certifications required, deliverables, response requirements, etc.) and discloses the general basis on which selections will be made:
  1. Instruct Contractors to inform the CO of their affirmative interest in the competition by the date shown in the preliminary RFQ, or they will not be included in Phase Two (stating that a non-response in the affirmative will constitute an opt-out)
  2. Establish a response deadline that makes sense for Phase One
  3. Transmit the preliminary RFQ to the entire IRM functional category to determine their interest in the competition, permitting them to opt-in or opt-out of Phase Two.

1. Maintain a record of the preliminary RFQ transmittal and responses in the Order file to document use of fair opportunity procedures.
2. The CO should include all Evolve Contractors that have indicated interest.
3. (Opted in) for further consideration in Phase Two.

# Phase Two

Please ensure that all Evolve prime Contractors who opted-in during Phase One receive a copy of the full RFQ in Phase Two. Historically, this process reduces the number of quotations by targeting those industry partners who have researched their current capabilities and availability and provide useful acquisition planning/logistical/milestone information.

# White Paper Approach

The white paper must provide eligible contractors with information that details any multi-phased approaches or processes and instructions on what elements to address within their submissions.

A “white paper” response may include price (e.g., not to exceed/rough order of magnitude) data as well as non-price information. Contractors may also be requested to give an oral presentation or demonstration(s). White papers, oral presentations or demonstrations are effective when paired with the phased solicitation approach.

After evaluating the Phase One white paper submissions IAW the established evaluation criteria, the government will document its determination as to which Contractors have a reasonable chance for award.

The government may opt to use a voluntary down-select process after Phase One. If a down-select is used, the Government will notify each Phase One participant of the viability of its approach and whether they have a reasonable chance of award (voluntary down-select). Contractors who have a reasonable chance for award are encouraged to participate in the next phase (e.g., submitting a written quotation) and Contractors who do not have a reasonable chance of award are encouraged to save their resources and not submit a written quotation. However, any offeror who participates in Phase One may choose to continue to participate in Phase Two.

Phase Two participants will receive the final solicitation and submit full technical and price quotations and/or participate in Orals if applicable. The government will evaluate the quotations and make an award IAW the established evaluation criteria.

**Note**: Users have the authority and flexibility to structure their multi-phased approach as deemed appropriate IAW FAR 16.505(b)(1)(IV)(A)(5). The approaches in this Ordering Guide are examples only and are not meant to be all-inclusive.

# STEP 5: EVALUATE QUOTATIONS – OTHER THAN PRICE

Technical Evaluators should evaluate quotations based on the methodology stated in the solicitation to maintain fairness in the Order process and mitigate protest risk. Either tradeoff or lowest price technically acceptable evaluations are valid best value methods and are authorized at the Order level. FAR-based and Department policy-based evaluation methods for assessing price and non-price aspects of quotes and quotations to achieve best value are useful guides for users.

# Pricing-General

The CO must provide a price analysis to determine whether the quoted pricing is fair and reasonable. The CO must also assess the overall reasonableness, allowability and allocability of the proposed ODCs (if any) IAW FAR 15.4 Contract Pricing and the cost principles in FAR Part 31. ODCs are addressed and handled IAW the applicable contract type. Technical evaluators do not assess TO pricing.

# Pricing Analysis Considerations

# Firm Fixed Price (FFP)

A FFP contract provides for a firm price that is not subject to any adjustment based on the prime Contractor’s cost experience in performing the contract. The CO must determine fair and reasonable pricing for all FFP Orders IAW FAR 15.4 Contract Pricing and Evolve. See the Evolve contract for more information.

# Time and Materials (T&M) and Labor Hour (LH)

Evolve provides maximum (not-to-exceed) loaded hourly labor rates for T&M and LH contract types. These loaded hourly labor rates may also be used to develop an Independent Government Estimate (IGE), as applicable within the Continental United States (CONUS).

Exceeding the maximum Evolve labor rate is generally prohibited and may result in deficiency of the quotation. If proposing rates higher than the loaded hourly labor rates, Contractors shall be required to explain and justify this in their quotations. The CO is responsible for determining that the total price for the Order is appropriate given the requirements of each individual RFQ as well as the level of effort and mix of labor proposed to perform the task. Adequate price competition on T&M and LH Orders placed under Evolve is expected to establish price reasonableness IAW FAR 15.4 Contract Pricing. Materials are reimbursed at cost (no profit) IAW FAR 52.232-7 Payments under Time and Materials and Labor Hour Contracts. Allowable indirect costs and ODCs may be included to the extent they are comprised only of costs that are clearly excluded from the hourly rate and allocated IAW the Contractor’s written or established accounting practices. Users are encouraged to clarify the handling of ODCs by documenting the agreed upon procedures in the final Order.

The CO is authorized to establish different hourly rates suited to meet the ordering agency’s specific requirements and determine fair and reasonable pricing IAW FAR 15.4 Contract Pricing. Rates may only be exceeded when unique circumstances such as geographic area or security clearances are explained by the Contractor to the satisfaction of the CO. The CO shall perform an independent analysis before accepting any loaded rate that exceeds the rate in the basic contract. If adequate price competition is not present, or the user cannot otherwise determine price reasonableness, the user may request information other than cost or pricing data IAW FAR 15.403-3 Minimum Task Order Quotation Submission Requirements.

# Sample RFQ Submission Requirements

# Notifications

As a courtesy, the Contractor shall notify the CO in writing if the Contractor will not submit a quotation (no-bid).

# Contents

The Contractor’s task order quotation shall include two volumes.

**Volume I:** (Technical Volume) shall include, at a minimum, a technical quotation.  When the RFQ contains a Statement of Objectives (SOO), the Contractor shall prepare and submit a Statement of Work (SOW) or Performance Work Statement (PWS), as required.

**Volume II:** (Price Volume) shall include a price quotation, including any required supporting documentation.

The price quotation shall include, as applicable, the NTE fully-loaded hourly labor rates negotiated in the contract (or discounted rates).

# Example of Submission Requirements

In the price quotation, for fixed-price arrangements (*i.e.*, TOs or line items in a task order), the Contractor shall submit the following, as applicable:

1. Functional Category
2. Evolve Contract Number
3. CLIN
4. Contract-specified labor category
5. Internal (Contractor) labor category
6. NTE fully loaded hourly labor rates negotiated in the contract (or discounted NTE rates) for existing labor categories
7. Fully loaded hourly labor rates proposed 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

In the price quotation, 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. Functional Category
2. Evolve Contract Number
3. CLIN
4. Tower Name
5. Cost Pool Name
6. Work Breakdown Structure (WBS)
7. Sub-CLIN
8. Contract-specified labor category
9. Internal labor category
10. NTE fully loaded hourly labor rates negotiated in the contract (or discounted NTE rates) for existing labor categories
11. Fully loaded hourly labor rates proposed for new labor categories
12. Proposed hours
13. Subtotal

In the price quotation, for each direct labor cost under the materials portion of time-and-materials arrangements and the fixed-price with economic price adjustment type when payment adjustments are based on actual costs of labor, the Contractor shall submit the following, as applicable:

1. Functional Category
2. Evolve Contract Number
3. CLIN
4. Tower Name
5. Cost Pool Name
6. Work Breakdown Structure (WBS)
7. Sub-CLIN
8. Contract-specified labor category
9. Internal labor category/employee title
10. Name of employee
11. Proposed unloaded hourly labor rate
12. Proposed hours
13. Applicable indirect cost rate description (*e.g.,* Overhead, G&A)
14. Applicable indirect cost rate(s)
15. Proposed fixed indirect costs [reference FAR 52.212-4(i)(1)(ii)(D)(2), Alternate I (Contract Terms and Conditions – Commercial Items)]
16. Subtotal

In the price quotation, for each other direct cost (ODC) the materials portion of time-and-materials arrangements and the fixed-price with economic price adjustment type when payment adjustments are based on actual costs of material, the Contractor shall submit the following, as applicable:

1. Functional Category
2. Evolve Contract Number
3. CLIN
4. Tower Name
5. Cost Pool Name
6. Work Breakdown Structure (WBS)
7. Sub-CLIN
8. Description of the ODC
9. Proposed unit cost
10. Unit of measurement
11. Proposed units
12. Applicable indirect cost rate description (*e.g.,* Overhead, G&A)
13. Applicable indirect cost rate(s)
14. Proposed fixed indirect costs [reference FAR 52.212-4(i)(1)(ii)(D)(2), Alternate I (Contract Terms and Conditions – Commercial Items)]
15. Subtotal

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

1. Functional Category
2. Evolve Contract Number
3. CLIN
4. Tower Name
5. Cost Pool Name
6. Work Breakdown Structure (WBS)
7. Sub-CLIN
8. Contract-specified labor category
9. Internal labor category
10. Traveler name (if known)
11. Title of traveler or relationship of traveler to Contractor (if traveler is known)
12. Purpose of trip
13. Proposed/estimated dates of travel (if known)
14. Proposed/estimated number of days of travel
15. Origin
16. Destination
17. Proposed/estimated airfare or train fare
18. Proposed/estimated lodging cost per night
19. Lodging per diem, as indicated in FTR, JTR, or DSSR
20. Proposed/estimated meals and incidental expenses (M&IE) cost per day
21. Meals and incidental expenses (M&IE) per diem, as indicated in FTR, JTR, or DSSR
22. Proposed/estimated ground transportation cost per day
23. Proposed/estimated parking cost per day
24. Proposed/estimated tolls cost per day
25. Subtotal

# Required TO language regarding Quotation Submissions:

1. If, in the Contractor’s task order quotation, there are betterments which exceed the minimum performance requirements identified in the Task Order Specifications/Statement of Work and associated task order documents, such betterments shall be considered the new minimum performance requirements upon task order award and shall be met by the Contractor (if such betterments are incorporated by reference or otherwise into the Task Order) at no additional cost to the government.
2. Contractors shall not include within their technical quotations any features or capabilities which are not included in the proposed cost/price.  If a Contractor wishes to describe emerging capabilities that are not yet available, or to describe features/capabilities that are available (but not priced under its quotation), the Contractor shall include a section titled “Unpriced Features.” The government will assume any features not segregated and called out specifically as “Unpriced Features” are included in the proposed price.

# Evaluation Factors

Task Order Awarding CO has broad discretion to advise the program on methods for quotation evaluation appropriate to each Evolve requirement.  The following are recommended minimum evaluation factors ***(these may differ at the Task Order level):***

1. **Technical/Management:**  Evaluation of the Contractor’s technical capability will be based upon the soundness of its technical/management approach.  The specific plans and level of detail required in the Contractor’s quotation, and any technical evaluation factors will be indicated in each RFQ.
2. **Past Performance:**  At a minimum, evaluation of past performance will be based on CPARS and information stored in a database built from past performance assessments provided by the COR on individual TOs performed throughout the life of the contract, as well as other information available to the government.
3. **Price:**  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 quotation analysis techniques identified in FAR 15.404-1 when evaluating the price quotation.  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). The government will also verify the arithmetic accuracy of the proposed costs and prices.
   1. The government will verify that the Contractor’s solution is compliant with Section 508 requirements of the Rehabilitation Act of 1973, as amended and any other mandated or requiring activity IT security requirements.
   2. Unless stipulated differently in the RFQ, the government will use the Best Value-Tradeoff source selection process, as defined in FAR 15.101-1 (Tradeoff Process).  In such a case, all evaluation factors other than price, when combined, are significantly more important than price.  Award will not be automatically determined by numerical calculation or formula relationship between the non-price factors and price.  As non-price factors, when combined, become more equal, the evaluated price rises in importance and may become the determining factor.  The CO will determine what trade-off between the non-price factors and price promises the best value to the government, price and other factors considered.
   3. If Lowest Price Technically Acceptable evaluation is required, the contract file shall be documented appropriately with a D&F.

# Task Order Award

1. Even if terms and definitions from FAR part 15 (Contracting by Negotiation) are used in this contract as they relate to TOs, or used in the RFQ, TOs under this contract will be awarded using the procedures at FAR part 16, not FAR part 15, procedures.
2. The CO shall not incorporate an entire task order quotation in the task order. References may be made to the quotation; however, the SOW or PWS is the governing document of the resultant contract.
3. The CO reserves the right to withdraw or cancel the proposed task order.

# Commencement of Task Order Performance

1. TOs should include an initial kickoff meeting as a best practice. This meeting should be used to review the contract requirements, terms and conditions, and to establish standard procedures and expectations.
2. The task order period of performance will be determined at the task order level.
3. The government will explore all available remedies if a Contractor fails to begin task order performance within the timeframe mentioned at the task order level.

# Terms and Conditions: Order of Precedence

1. Each task order is subject to the terms and conditions provided in the contract and task order.  In the event of an inconsistency between documents, the following order of precedence shall apply:
2. Contract [listed in order of precedence prescribed by FAR 52.215-8 (Order of Precedence – Uniform Contract Format)]
3. Task Order Pricing
4. Task Order Representations and Other Instructions
5. Task Order Clauses
6. Task Order Specifications/Statement of Work/PWS
7. Task Order Other Documents, Exhibits, and Attachments

# Contractor’s Task Order Quotation

The Contractor’s quotation **shall not be incorporated to any TOs**, unless the RFQ solicitation is based upon a statement of objectives (SOO).

# STEP 6: DOCUMENT AWARD, DEBRIEFINGS AND PROTESTS

# Order Award Documentation

FAR 16.505(b)(5) Ordering states that the user shall document in the Order file the rationale for placement and price of each Order, including the basis for award and the rationale for any tradeoffs among cost or price and non-cost considerations in making the award decision. This documentation need not quantify the tradeoffs that led to the decision. The contract file shall also identify the basis for using an exception to the fair opportunity process. If the agency uses the logical follow-on exception, the rationale shall describe why the relationship between the initial Order and the follow-on is logical (i.e., in terms of scope, period of performance or value). The document supporting the award should be sufficiently detailed to clearly explain why the Contractor was selected for award.

# Post-award Notices and Debriefing of Unsuccessful Awardees for TOs Exceeding $6 Million

The CO shall notify unsuccessful awardees via a post-award notification when the total price of an Order exceeds $6M per FAR 16.505(b)(1)(iv). For Orders in excess of $6 million, unsuccessful awardees will receive, at a minimum:

* A notice of the Order that includes a clear statement of the agency’s requirements
* A reasonable response period
* Disclosure of the significant factors and subfactors, including cost or price, that the agency expects to consider in evaluating quotations and their relative importance
* Where award is made on a best value basis, a written statement documenting the basis for award and the relative importance of quality and price or cost factors
* An opportunity for a post-award debriefing in a timely manner

If a debriefing is requested by an unsuccessful awardee, the procedures at FAR 15.506 Post-Award Debriefing of offerors shall be followed. A summary of the debriefing shall be included in the Order file. Post-Award Notices and Debriefings for TOs less than $6 million are encouraged but not required.

# Order Level Protest

In accordance with FAR 16.505 (a)(10)(i), no protest under $10 million is authorized in connection with the issuance or proposed issuance of an Order under a task or delivery Order contract, except for a protest on the grounds that the Order increases the scope, period of performance or maximum value of the contract. The government Accounting Office (GAO) has exclusive jurisdiction over any protests greater than $10 million.

# Ombudsman Process

IAW FAR 16.505(b)(6) and 10 U.S.C. § 2304c (3), complaints related to matters affecting the Order award may be directed to the designated Ombudsman.

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.gov.

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

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 CO, 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 quotations, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Sharon D. James, at 703-875-5429 or fax 703-875-6155. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), 1200 Wilson Blvd, SA-6B 13th Floor, Arlington, VA 22209.

# STEP 7: ADMINISTER AND CLOSE OUT ORDER

# Quality Assurance – Contractor Surveillance

The requiring activity and the CO are responsible for ensuring Contractor performance meets the minimum requirements established in the Order, documenting the Order file, and communicating with the Contractor to ensure that the government is receiving the contracted services. If Contractor performance monitoring is delegated to a Contracting Officer’s Representative (COR), the specific authority/limitations should be documented in accordance with FAR 1.602-2(d) and a copy provided to the Contractor.

# Reporting Past Performance

Past performance records may be used in the “selection process” for determining award (see FAR 16.505 Ordering). The Federal Acquisition Regulation Part 42.15 requires that past performance evaluations shall be prepared for each Order with a period of performance, including options, exceeding one year. Agencies shall prepare an evaluation of Contractor performance for each Order that exceeds the simplified acquisition threshold placed under a task or delivery Order contract awarded by another agency (i.e., Government-Wide Acquisition Contract or Multi-Agency Contract).

Agencies shall submit past performance reports electronically to the Contractor Past

Performance Assessment Reporting System (CPARS) at [https://cpars.gov/.](https://cpars.gov/) In addition,

COs must report other Contractor information per FAR 42.15 in the Federal Awardee Performance Information and Integrity System (FAPIIS) module of CPARS.

# Reporting and Order Closeout

The CO is responsible for preparing and submitting the FPDS data for each Order and all related modifications they issue. The users are required to provide an Order completion statement to the IDIQ CO verifying that all terms of the contract have been met and there are no remaining open items. Closeout procedures (FAR 4.804 and

4.805) shall include a release of claims from the Contractor.

The CO is strongly encouraged to utilize quick closeout procedures in FAR 42.708, when applicable, because it is a faster method of completing the closeout process. It allows the CO to negotiate the indirect rates rather than waiting for the cognizant Administrative Contracting Officer (ACO) to negotiate the final indirect rates.

# Contractor Responsibilities and Guidance

# Potential Organizational Conflicts of Interest

In the event a potential Order might create a potential or actual conflict of interest, the Contractor shall identify the potential or actual conflict to the CO for review per FAR

9.5. See the Evolve contract for specific COI, Procurement Integrity Act (PIA) and Nepotism rules and guidance.

# Closeout

# Language for TOs:

The Contractor agrees to cooperate with the government to close out TOs as soon as practical after expiration, cancellation or termination of each Order. Contractors shall adhere to the metrics for closeout as stipulated in FAR 4.804-1. The IDIQ CO will monitor the timeliness and effectiveness of closeout as part of the Contractor’s performance assessment.

# Assuring Information Technology (IT) Services or IT Services Based Solutions are the Principal Purpose of every Order

Under-representation of IT services and over-representation of non-IT services and/or products may be problematic. For the current definition of IT see FAR 2.101. Industry partners often conduct outreach to encourage utilization of a particular contract; therefore, it behooves them to encourage potential Evolve customers to understand the IDIQ’s value proposition, which includes the advance scope compatibility assessment process. The Department invites the Evolve industry partners to share in the responsibility for ensuring work under the IDIQ is a good fit. As advance scope compatibility assessments are not mandatory, Evolve industry partners noticing Order solicitations that appear questionable are invited to proactively bring them to the attention of the IDIQ CO. Similarly, if a Evolve Contractor has received a Evolve Order and later recognizes it would benefit from a scope compatibility assessment, the Evolve Team will work in partnership with the stakeholders to review the Order.

# PAST PERFORMANCE

The Contractor is responsible for monitoring its status in, and participating in, the various federal past performance record systems, such as the Contractor Performance

Assessment Reports (CPARs at: [https://cpars.gov/)](https://cpars.gov/) and the Past Performance Information Retrieval System (PPIRS). PPIRS data has been merged into CPARS and the PPIRS name will no longer be used except in the FAR.

# SYSTEMS

# For Award Management (SAM)

The System for Award Management is located at [https://sam.gov.](https://sam.gov/)

All industry partners are required to register in SAM, maintain complete up-to-date registrations and diligently monitor their accounts. Registrations require annual renewal.

# Federal Procurement Data System - Next Generation (FPDS-NG)

# The FPDS System is available at: [https://fpds.gov/.](https://fpds.gov/)

The FPDS website collects data regarding government procurements to provide a broad picture of the overall federal acquisition process. It can be searched in many ways including contract number, company name, and Order number. FPDS reports has migrated to the SAM.gov databank. For information contact https://SAM.gov.

# Federal Funding Accountability and Transparency Act Portal

The Federal Funding Accountability Portal is available at: [https://USAspending.gov](https://usaspending.gov/)

The Federal Funding Accountability and Transparency Act (FFATA) of 2006, requires the establishment of a single searchable website for federal awards. USAspending.gov displays prime award information; data pertaining to obligations (amounts awarded for federally sponsored projects during a given budget period); and first-tier sub-award data (subcontracts and sub-grants). Sub-award information shown on the website is provided by the FFATA Sub-award Reporting System (FSRS).

**APPENDIX A – EVOLVE Vendor Points of Contact**

**FUNCTIONAL CATEGORY 1: (FC1)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **FUNCTIONAL CATEGORY 1: (FC1)** | | | | | | |
| **(FC1) VENDOR (1):** | | | | | | |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |
| **FUNCTIONAL CATEGORY 1: (FC1)** | | | | | |  |
| **(FC1) VENDOR (2):** | | | | | |  |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |
| **FUNCTIONAL CATEGORY 1: (FC1)** | | | | | |  |
| **(FC1) VENDOR (3):** | | | | | |  |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |

**FUNCTIONAL CATEGORY 2: (FC2)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **FUNCTIONAL CATEGORY 2: (FC2)** | | | | | | |
| **(FC2) VENDOR (1):** | | | | | | |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |
| **FUNCTIONAL CATEGORY 2: (FC2)** | | | | | |  |
| **(FC2) VENDOR (2):** | | | | | |  |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |
| **FUNCTIONAL CATEGORY 2: (FC2)** | | | | | |  |
| **(FC2) VENDOR (3):** | | | | | |  |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |

**FUNCTIONAL CATEGORY 3: (FC3)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **FUNCTIONAL CATEGORY 3: (FC3)** | | | | | | |
| **(FC3) VENDOR (1):** | | | | | | |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |
| **FUNCTIONAL CATEGORY 3: (FC3)** | | | | | |  |
| **(FC3) VENDOR (2):** | | | | | |  |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |
| **FUNCTIONAL CATEGORY 3: (FC3)** | | | | | |  |
| **(FC3) VENDOR (3):** | | | | | |  |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |

**FUNCTIONAL CATEGORY 4: (FC4)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **FUNCTIONAL CATEGORY 4: (FC4)** | | | | | | |
| **(FC4) VENDOR (1):** | | | | | | |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |
| **FUNCTIONAL CATEGORY 4: (FC4)** | | | | | |  |
| **(FC4) VENDOR (2):** | | | | | |  |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |
| **FUNCTIONAL CATEGORY4: (FC4)** | | | | | |  |
| **(FC4) VENDOR (3):** | | | | | |  |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |

**FUNCTIONAL CATEGORY 4: (FC5)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **FUNCTIONAL CATEGORY 5: (FC5)** | | | | | | |
| **(FC5) VENDOR (1):** | | | | | | |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |
| **FUNCTIONAL CATEGORY 5: (FC5)** | | | | | |  |
| **(FC5) VENDOR (2):** | | | | | |  |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |
| **FUNCTIONAL CATEGORY 5: (FC5)** | | | | | |  |
| **(FC5) VENDOR (3):** | | | | | |  |
| Company | | CONTRACT No. | Program Manager (PM) | PM Alternate | Contracts Management | Sales |
| POC |  |  |  |  |  |  |
| Voice |  |  |  |  |  |  |
| Email |  |  |  |  |  |  |

**APPENDIX B - LIST OF AUTHORIZED PURCHASE CARD HOLDERS**

|  |  |  |  |
| --- | --- | --- | --- |
| *EVOLVE Purchase Card Holders* | | | |
| Company | | Name/POC | Contract No. |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |
| 6 |  |  |  |