



U.S. Department of State

Evolve

Solicitation

19AQMM23R0042

TABLE OF CONTENTS

SECTION A - SOLICITATION/CONTRACT FORM	6
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS.....	6
B.1 Overview	6
B.2 Type of Contract.....	6
B.3 Minimum and Maximum Contract Quantities	7
B.4 Not-To-Exceed (NTE) Fully Loaded Hourly Labor Rates	7
B.5 Travel Costs.....	9
B.6 Post Hardship Differential Pay and Danger Pay	12
B.7 Defense Base Act (DBA) Insurance.....	14
B.8 Additional Hours	15
B.10 Selected Cost/Price-Related Laws	17
B.11 Advance Understanding	17
SECTION C - STATEMENT OF WORK	20
C.1 Objective	20
C.2 Scope	20
C.3 Contract and Task Order Management	21
C.4 Cybersecurity	22
C.5 Technological Change.....	26
C.6 Functional Categories Requirements	26
C.7 IT Management Services (Functional Category 1)	28
C.7.1 Summary of IT Management Services	28
C.8 Cloud and Data Center Services (Functional Category 2)	31
C.9 Application Development Services (Functional Category 3)	33
C.10 Network and Telecommunication Services(Functional Category 4)	36
C.11 Customer and End User Support Services(Functional Category 5).....	38
C.12 Key Personnel Requirements (All Functional Categories)	40
SECTION D - PACKAGING AND MARKING.....	42
D.1 General	42
D.2 Data Packaging Requirements	42
D.3 Marking of Reports	42
D.4 Warranty Notification	42
D.5 Overseas Warranties	43
D.6 Software and Magnetic Media Markings.....	43
D.7 Packing List(s)	44

D.8 Packing of Supplies for Shipment.....	44
D.9 Equipment Removal.....	44
SECTION E - INSPECTION AND ACCEPTANCE	45
E.1 FAR 52.252-2 Clauses - (Feb 1998).....	45
E.2 Inspection and Acceptance	45
E.3 Quality of Reports and Deliverables	46
E.4 Contractor Quality Control.....	46
E.5 Government Quality Assurance	47
SECTION F - DELIVERIES OR PERFORMANCE.....	48
F.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)	48
F.2 IDIQ Period of Performance.....	48
F.3 Task Order Period of Performance	49
F.4 Task Order Place of Performance.....	49
F.5 Notice to the Government of Delay	49
F.6 Coronavirus (COVID-19) Resources	50
F.7 IDIQ and Task Order Deliverables.....	50
F.8 Task Order Program Management Plan (including Staffing Approach)	55
F.9 Contractor Work Breakdown Structure and CWBS Dictionary	55
F.10 Monthly Performance Summary Report.....	56
F.11 Supply Chain Risk Management (SCRM) Plan Submission.....	56
F.12 Small Business Participation Report	56
F.13 Evolve Service Catalog Report.....	56
F.14 Innovative Value Engineering Studies	56
F.15 Program Management Reviews.....	57
F.16 Manpower Report	57
SECTION G - CONTRACT ADMINISTRATION DATA	59
G.1 Contract Administration.....	59
G.2 Special Contract Administration Responsibilities	60
G.3 Technical Direction.....	60
G.4 Small Business Considerations for Task Orders.....	61
G.5 Task Order Requests for Quotation (RFQs)	62
G.7 Currency of Payments.....	62
G.8 Invoicing and Payment Instructions.....	62
G.9 Non-Payment for Unauthorized Work.....	71
G.10 Final Invoice	71
G.11 Changes to Proposed Named Entities	71

SECTION H - SPECIAL CONTRACT REQUIREMENTS.....	72
H.1 Authorized Users.....	72
H.2 Acquisition, Purchasing and Leasing.....	72
H.3 Contractor Staffing Practices and Employee Conduct.....	75
H.4 Small Business Status	81
H.5 Advertisements, Publicizing Awards and News Releases	81
H.6 Contractor Governance	82
H.7 TO Award Process	85
H.8 Earned Value Management.....	87
H.9 Security Requirements	88
H.10 Bill of Materials (BOM)	91
H.11 Overseas Service Delivery	92
H.12 Additional Terms	94
SECTION I - CONTRACT CLAUSES	96
I.1 General.....	96
I.2 Acquisition of Commercial Items.....	103
I.3 Department of State Acquisition Regulation (DOSAR) Clauses Incorporated by Reference	103
I.4 FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)	104
I.5 FAR 52.216-18 Ordering (Aug 2020)	106
I.6 FAR 52.216-19 Order Limitations (Oct 1995).....	107
I.7 FAR 52.216-22 Indefinite Quantity (Oct 1995)	107
(End of clause)	108
I.8 FAR 52.216-32 Task-Order and Delivery Order Ombudsman <i>Alternate 1</i> (Sep 2019).....	108
I.9 FAR 52.217-8 Option to Extend Services (Nov 1999)	108
I.10 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000).....	109
I.11 FAR 52.222-35 Equal Opportunity for Veterans (Jun 2020)	109
I.12 FAR 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)	110
I.13 DOSAR 652.204-70 - Department of State Personal Identification Card Policy and Procedures (Feb 2015).....	110
I.14 DOSAR 652.242-70 Contracting Officer's Representative (COR) (Aug 1999)	110
J. SECTION J - LIST OF ATTACHMENTS	112
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS	114

K. 1 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)	114
K.2 FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020).....	117
K.3 DOSAR 652.225-70 - Arab League Boycott of Israel (Aug 1999)	118
K.4 Nondisplacement of Qualified Workers	118
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS	120
L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)	120
L.2 FAR and DOSAR Provisions	120
L.3 Proposal Submission Instructions.....	122
L.4 Proposal Schedule	123
L.5 Communications and Questions	123
L.6 Delivery of Proposal.....	124
L.7 Proposal Integrity	125
L.8 Total Number of Functional Category IDIQ Awards.....	125
L.9 Proposal Preparation Costs.....	126
L.10 Primary NAICS Code for Each Functional Category	126
L.11 Proposal Preparation Instructions.....	126
L.12 Proposal Requirements	129
L.13 Phase 1 – Evolve Minimum Standard Criteria	130
L.13.1 Phase 1 – Volume 1a: Superior Qualifications (Self-Scoring Sheet).....	134
L.13.3 Phase 1 - Volume 1b: Technical Challenge White Paper.....	138
L.14 Phase 1 – Volume 2: Past Performance.....	141
L.15 Phase 1 Advisory Down-Select (Opt In or Out).....	142
L.16 Phase 2 – Volume 3: Sample Task Order Technical Proposal – 10 pages.....	142
L.16.1 Technical Assumptions, Conditions, or Exceptions.....	143
L.17 Phase 2 – Volume 4: Management Approach	143
L.18 Phase 2 – Volume 5: Small Business Participation.....	145
L.19 Phase 2 – Volume 6: Price Proposal.....	147
L.20 Section K Provisions	151
L.21 Standard Form 33 (SF-33).....	151
L.22 Content of Resulting Contract	151
L.23 Alternate Proposals.....	151
SECTION M - EVALUATION FACTORS FOR AWARD	153
M.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)	153
M.2 General	153

M.3 Basis for Award.....	153
M.4 Eligibility for Award	154
M.5 Use of Non-Government Support for Evaluation.....	155
M.6 Use of Supporting Information.....	156
M.7 Evaluation Factors	156
M.8 Solicitation Phase One (1).....	158
M.9 Superior Qualifications (Factor 1).....	159
M.10 Past Performance (Factor 2)	160
M.11 Solicitation Phase Two (2)	161
M.12 Sample Task Order Technical Volume (Factor 3)	161
M.13 Management Approach (Factor 4)	161
M.14 Small Business Participation (Factor 5)	162
M.15 IDIQ Price (Factor 6)	163

PART I: THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM

Standard Form (SF)-33 is attached.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Overview

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 worldwide information technology mission needs of the Department of State. The Contractor shall furnish the necessary personnel, materials, equipment, facilities, travel, and other services required to satisfy the ordered IT capabilities and solutions.

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 commercial items (i.e., commercial services and commercial products), as defined in FAR 2.101 (Definitions) and as described in FAR part 12 (Acquisition of Commercial Products and Commercial Services).
- c. 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 this contract. However, the Government reserves the right to issue delivery orders, also. Where a contract term or condition references “task order,” such term or condition shall apply, also, to “delivery order.”
- d. Subject to the limitations identified in FAR 12.207 (Contract Type) for commercial items, the task order type(s) for an individual task order will be one or a combination of the following as 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):
 1. Fixed Price Contracts
 2. Time and Materials Contracts
 3. Labor Hours Contracts
- e. The Government will establish performance-based contracts to the maximum extent practicable. 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, and a Quality Assurance Surveillance Plan (QASP) will be used for contract performance monitoring and reporting.
- f. This is a non-personal services contract, as defined in FAR 37.101 (Definitions). Inherently governmental functions (IGF), as described in FAR 7.503 (Policy) or by the ordering agency, are prohibited under this contract. While contracts may include services deemed to be “closely

related” to IGF, 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

The minimum quantity will be \$2,500 per IDIQ contract. The minimum quantity shall be considered satisfied when the Contractor receives \$2,500 in task order awards during the life of the IDIQ contract. The exercise of a contract option or extension period does not re-establish the minimum quantity. If, at the end of its contract period of performance the Contractor has not received task order work valued over \$2,500, the Contractor has a maximum of 60 calendar days after the expiration of its contract, or termination for the Government’s convenience, to request the minimum quantity in writing (addressed to the Contracting Officer). Termination for cause eliminates the Contractor’s entitlement to the minimum quantity.

- a. The contract’s maximum quantity is \$10,000,000,000. This includes all functional categories. Such dollar amount reflects the maximum value of task order work (cumulative of all task orders and their periods of performance, including any extension periods). The maximum quantity is cumulative among all Evolve 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 will be located within Attachment J-1 (NTE Fully Loaded Hourly Labor Rates) at time of contract award. The completed and final negotiated rates established using RFP attachment J-9 may be established by the awarding Contracting Officer as the IDIQ maximum rates for contract Attachment J-1.
- c. The labor category description for each labor category identified in Section J’s Attachment J-1 is located in Attachment J-2 (Labor Category Descriptions) and Attachment J-3 (Labor Category Skill Level Definitions). The negotiated NTE fully loaded hourly labor rates are based on the maximum requirements (i.e., maximum education, maximum training, maximum experience, highest potentially required skill level, maximum other requirements) contained in the applicable labor category description and skill level identified in Section J’s Attachments J-2 and J-3 and contained in any other terms or attachments in the contract.
- 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 category works: 1) in the continental United States (CONUS), or 2) outside the continental United States (OCONUS) when working under a 40-hour normal workweek or on temporary duty (TDY) status under any normal workweek.

“CONUS” means “the 48 contiguous states, Alaska, Hawaii, and the District of Columbia.”
 “TDY” means “anticipated to work less than a year.”

- f. The negotiated NTE fully loaded hourly labor rates apply only to performance by American National individuals.

At the task order level, where Local National (LN) and/or Third Country National (TCN) individuals are permitted to work, both parties will negotiate labor rates accordingly based on performance by LNs and/or TCNs. Such negotiated rates will apply only to that task order, unless additionally negotiated into the contract.

The following are relevant definitions:

1. American National (AN): Individual who has legal status to work in the United States of America (e.g., United States citizen, United States resident alien, and individual with permit showing authorization to work in the United States)
 2. Local National (LN) (also known as Host-Country National): Individual who has legal status to work in the task order place of performance (e.g., citizen or permanent resident of the country where task order performance occurs), and
 3. Third Country National (TCN): Individual who:
 - i. Is neither a citizen of the United States nor of the country to which assigned for task order duty
 - ii. If employed, is eligible for return travel to the TCN’s home country or country from which recruited at U.S. Government expense; and
 - iii. Is on a limited appointment in the task order place of performance for a specific period of time.
- g. The negotiated NTE fully loaded hourly labor rates apply regardless of whether the individual performing the labor category works (either as an employee or consultant) for the prime Contractor or a subcontractor.
 - h. The negotiated NTE fully loaded hourly labor rates apply regardless of whether the individual performing the labor category works at a Government site, Contractor site, subcontractor site, or telework site (e.g., private residence).
 - i. Each negotiated NTE fully loaded hourly labor rate consists of an unloaded hourly labor rate, any labor-related direct costs (e.g., any direct fringe benefits, any direct bonuses), applicable indirect costs, and profit amount. It does not include any other costs, including ODCs/non-labor-related direct 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 separately as an ODC (other direct cost) at the task order level. Examples of such costs, if applicable, that shall be allocated separately as an ODC, are Post Hardship Differential Pay, Danger Pay, and Defense Base Act (DBA) Insurance.

- j. Any costs included in the negotiated NTE fully loaded hourly labor rates shall not be charged elsewhere under this contract.

- k. Any costs not included, but should have been included, in the negotiated NTE fully loaded hourly labor rates shall not be charged elsewhere under this contract.
- l. 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 labor categories and discounted fully loaded hourly rates shall be used when applicable.
- m. 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.
- n. The fully loaded hourly labor rates awarded as part of an individual task order will apply only to that task order.
- o. The fully loaded hourly labor rates awarded as part of an individual task order will apply to each equitable adjustment resulting from any change to the task order requirement.
- p. The following describes the normal workweek for Contractor and subcontractor employees:
 - A normal workweek falls within a consecutive seven-day period.
 - The negotiated NTE fully loaded hourly labor rates apply to a normal workweek of 40 hours, regardless of the days and times comprising the normal workweek.
 - For calculation purposes, a normal workweek of 40 hours is based on performance of eight hours per day multiplied by five days per week.

B.5 Travel Costs

- a. Travel under this contract is defined as Contractor air and ground transportation, lodging, meals and incidental expenses, passport/visa costs, virus testing costs, and immunizations costs. The Government will pay for travel only when required.
- b. Except as otherwise provided herein, the Contractor shall be paid its allowable travel costs in accordance with FAR 31.205-46 (Travel Costs). The Contractor shall seek the most economical means of travel available whenever travel is required. Failure to do so will result in reduced performance ratings. Travel cost reductions will not be otherwise incentivized.
- 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. When payment is based on actual costs incurred (i.e., materials portion of time-and-materials type, fixed-price with economic price adjustment type when payment adjustments based on actual costs of labor or material), travel must be approved in advance and in writing by the Contracting Officer's Representative.
- e. Local travel shall be processed as follows:
 - 1. If the Government requires a Contractor employee to work part of a normal work day or for 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 exceeds 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 generally allowable as long as 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:

- i. One in which the employee arrives at the start of his normal workday to his local place of performance (official duty station); or
- ii. 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 to or 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 as long as such time is counted as part of the employee's normal workday.

- f. No travel costs (or associated labor time during travel) shall be allowable for regular commuting or telecommuting within a 50-miles' radius of the Contractor's local place of performance (official duty station).
- g. Costs when using a privately owned vehicle (POV) for official travel are allowable provided that such costs do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train).

Reasonable associated costs, such as tolls and parking fees, are also generally allowable. Only economy (standard) tolls and economy (standard) parking fees are generally allowable. Exceptions must be approved in advance and in writing by the Contracting Officer.

- h. When traveling in a POV for official travel, the Contractor shall be paid mileage costs for mileage exceeding the normal commuting distance at a rate that does not exceed the POV mileage rate established by the General Services Administration (GSA).
- i. Costs for car rentals for official travel are allowable pursuant to the following:
 - such rentals are consistent with good business practice
 - such costs do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train); and
 - such costs do not exceed the actual cost of renting a compact automobile (maximum of one automobile for four Contractor personnel), unless extenuating circumstances (e.g., excess baggage for tools required to perform the work or for extended travel periods, extreme weather and road conditions requiring 4x4 capability) require other arrangements and Contracting Officer advance written approval is obtained.
 - reasonable associated costs, such as gasoline, economy (standard) tolls and economy (standard) parking fees, are also generally allowable.

- j. The Government will pay the Contractor 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 does not conflict 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 scheduled 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 hours" consist of hours that, other than travel time, directly benefit the contract.
 - 8. Exceptions must be authorized in advance and in writing by the Contracting Officer.
- k. The following items concern virus testing, proof of immunizations, 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 current and valid proof of negative virus testing, immunizations, and/or related waivers required by the destination country(ies) for unimpeded entry.
 - 2. The Contractor shall ensure all personnel travelling outside the United States possess a current and valid United States passport(s) acceptable by the destination country(ies), to include expiration requirements (e.g., some countries require the passport expiration date be more than six (6) months from the date of travel). The Contractor shall be responsible for ensuring that all local national or third country national personnel who will be required to travel to the United States and foreign countries under this contract have a current and valid passport of their home country that is acceptable by the destination country(ies).
 - 3. The Contractor shall be responsible for obtaining any visas required for travel to foreign countries under this contract. The Contractor shall also be responsible for obtaining any visas required for travel to foreign countries and the United States for local nationals and third country nationals under this contract.
 - 4. 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.

5. 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 or failure to comply with other mandated travel requirements, and where the Government has determined that such failure is due to the action or inaction of the Contractor.
6. 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. 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.
- m. Pursuant to FAR 47.402 (Policy), FAR 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 (i.e., materials portion of time-and-materials type, fixed-price with economic price adjustment type when payment adjustments based on actual costs of labor or material), the Contractor shall submit with its voucher a memorandum explaining why it did not use a U.S.-flag air carrier service. Reimbursement is contingent upon Government acceptance of such explanation.

B.6 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 separate contract line items) 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:

- a. 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).
- b. 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).
- c. 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).

- d. Payment of such costs is otherwise consistent with FAR subpart 31.2 (Contracts with Commercial Organizations).
- e. 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).
- f. 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.
- g. 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.
- h. 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).
- i. 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 (i.e., materials portion of time-and-materials type, fixed-price with economic price adjustment type when payment adjustments based on actual costs of labor).
- j. 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:
 - Benefit the task order; and/or
 - 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.
- k. 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.
- l. 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.
- m. Basic compensation will consist of actual incurred base salary/unloaded compensation for arrangements when payment is made based on actual costs incurred (i.e., materials portion of time-and-materials type, fixed-price with economic price adjustment type when payment adjustments based on actual costs of labor).

- n. 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.
- o. 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.
- p. 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.
- q. 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.
- r. 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.
- s. 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.
- t. 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.7 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. DBA Insurance costs are generally allowable for performance outside the United States, but only for covered Contractor and subcontractor employees.

- e. The following are covered Contractor and subcontractor employees:
 - United States citizens or residents
 - Individuals hired in the United States or its possessions, regardless of citizenship; and
 - Local Nationals (LNs) and Third Country Nationals (TCNs) unless the DBA insurance requirement for these employees has been waived by the Department of Labor. Refer to:
<https://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm> for a list of applicable 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.
- f. DBA Insurance costs shall accord with the terms of the Contractor’s DBA Insurance policy, law, and regulation.
- g. 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>.
- h. 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.
- i. 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).
- j. 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).

B.8 Additional Hours

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):

- a. The Government may pre-approve the use of additional hours beyond the maximum number of hours per position under this contract. Additional hours are defined as time worked in excess of the number of hours in a normal workweek.
- b. Government payment for additional hours will be made at the fixed fully loaded hourly labor rates negotiated in the task order.
- c. Overtime is not approved under Evolve. Overtime is defined as time worked in excess of the number of hours in a normal workweek that is billed at a premium (higher than the negotiated labor rate).
- d. 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.
- e. "Number of hours" includes productive time hours, travel time hours, and paid time off hours (e.g., sick, vacation, holiday).
- f. "Productive time hours" consist of hours that, other than travel time hours, directly benefit the contract.
- g. Government payment for additional hours must be authorized in advance of any Contractor employee's performance of additional hours and in writing by the Contracting Officer's Representative (with a cc: to the Contracting Officer) Evidence showing the Contracting Officer's Representative's approval shall be sent with each invoice where additional hours are to be billed.

B.9 Not-To-Exceed (NTE) Profit Percentages

- a. In order to avoid the cost-plus-a-percentage-of-cost system of contracting [see FAR 16.102(c) (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/fee 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

4. equitable adjustments under fixed-price task orders or line items in a task order.

B.10 Selected Cost/Price-Related Laws

- a. The Government does not anticipate more than 20% of the workforce listed under the IDIQ to be subject to SCLS; therefore, the Service Contract Labor Standards (SCLS) statute (41 U.S.C. Chapter 67) does not apply at the IDIQ level. However, the SCLS statute may apply for a given task order, in which case the task order solicitation will identify such applicability.
- b. The Truthful Cost or Pricing Data statute (41 U.S.C. Chapter 35) does not apply for award of this contract. The Government will 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 the contract is for commercial items and services. Instead, where applicable, the Government will require and rely upon data other than certified cost or pricing data.
- c. Pursuant to 48 CFR 9903.201-1(b)(6) (CAS Applicability), this contract is not subject to the Cost Accounting Standards (41 U.S.C. chapter 15).

B.11 Advance Understanding

- a. At the task order level, when payment is made based on actual hours or costs incurred (i.e., labor-hour type, time-and-materials type, fixed-price with economic price adjustment type when payment adjustments based on actual costs of labor or material), 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 may 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 \$0.40 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 labor rates are negotiated in the contract, such information will be used in each resulting task order, as specified in the contract, according to the contract's effective period.

For example, if Contract Year 1 is October 19, 2023, through October 18, 2024, and Task Order Year 1 is January 4, 2024, through January 3, 2025, Contract Year 1's pricing information will be used in the task order from January 4, 2024, through October 18, 2024, and Contract Year 2's pricing information will be used for the remainder of Task Order Year 1 (from October 19, 2024, through January 3, 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 periods' NTE fully loaded hourly labor rates.
- e. If any task order effective period exceeds the expiration date of the contract, the Government will pay the rates and percentages negotiated in the task order for such period. However, the Government will pay during such period any labor rates or prices that have been adjusted in accordance with any applicable terms contained in this contract.
 - f. The Contractor shall be solely responsible for payment of any and all taxes, duties, storage, and other charges that are assessed as a result of the Contractor's fault, negligence, or failure to follow the instructions provided by the Contracting Officer or authorized representative.
 - g. Any direct costs associated with task order preparation are unallowable.
 - h. Any direct costs incurred prior to or after the task order effective period are unallowable.
 - i. 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, FAR 31.205.43). The Contractor shall provide fully trained employees capable of successfully performing all tasks assigned to them under each task order. The Contractor shall obtain advance written approval from the Contracting Officer for any training that will be directly charged to any task order issued under this contract.
 - j. 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.
 - k. 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.
 - l. 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.

- m. The Government shall have no responsibility or liability for payment of any wages or benefits to Contractor 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 NTE fully loaded hourly labor rates identified in Section J's Attachment J-1 and any additional similar pricing arrangements at the task order level shall include all such wages and benefits costs.

(End of Section B)

SECTION C - STATEMENT OF WORK

C.1 Objective

Information Technology (IT) support services represent a significant portion of the Department of State (from here on “DOS” or “Department”) IT budget. The primary goal of the Evolve acquisition is to establish a suite of indefinite-delivery indefinite-quantity (IDIQ) contracts for IT support services that will enable DOS business and program units to accomplish their mission objectives in both CONUS and OCONUS locations.

Evolve is intended to provide IT solutions and services as defined in FAR 2.101(b), clarified in the Clinger-Cohen Act of 1996, and as amended and further refined in the Federal IT Acquisition Reform Act of 2014.

The acquisition will collectively be referred to as Evolve and be designed to offer a broad range of services, solutions, and contract types to fulfill the majority of component and departmental IT service needs. This Statement of Work (SOW) comprises five comprehensive IT functional categories. Specific requirements will be further identified and defined at the task order level.

C.2 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 Task Orders (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 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 task orders:

- IT Management Services
- Cloud and Data Center Services
- Application Development Services
- Network and Telecommunication Services
- Customer and End User Support Services

C.3 Contract and Task Order Management

The Contractor shall employ a mature Contract and TO management process throughout the period of performance. Contract and TO management are mandatory for all TOs placed under the Evolve contract. The objective of contract and TO management is to provide the program management, project control and contract administration necessary to manage a high volume, multiple contract type TO process for a large, diversified team so that the cost, schedule, and quality requirements of each order are tracked, communicated to the Government, and ultimately attained.

The use of cost-effective commercially available automated tools (compatible with the Government work environment) and the application of expertise on processes and metrics that support task order management shall be used to the maximum extent practicable to achieve the above objectives. The objective of the tools shall be to provide quicker access, improved accuracy, and enhanced accessibility for Contractors/clients, real-time monitoring of status/deliverables, tracking the quality of work products and gauging overall customer satisfaction.

The following table summarizes the Cross-Functional requirement categories that all Contractors are required to support in all functional categories.

Table C1: Cross-Functional Requirements

Requirements Category	Description
Compliance	IT Compliance resources setting policy, establishing controls, and measuring compliance to relevant legal and compliance requirements. Includes but is not limited to: Governance, Risk & Compliance, Business Continuity & Disaster Recovery.
Security	IT Security resources setting policy, establishing process and means, measuring compliance and responding to security breaches. Includes Identity & Access Management, Security Awareness, Cyber Security & Incident Response, Threat & Vulnerability Management, and Data Privacy & Security.
Disaster Recovery	IT Disaster Recovery resources setting DR Policy, establishing process and means, dedicated failover facilities, performing DR testing: NOTE: DR designated equipment is included directly in its own sub-tower (e.g., extra servers for DR are included in Compute tower, etc.).
Client Management	Resources or “account managers” aligned with the lines of business to understand business needs, communicate IT products, services, and status of IT projects.
IT Service Management	Resources involved with the incident, problem and change management activities as part of the IT Service management process (excludes the Tier 1 help desk).

Product and Project Management	Resources involved with managing and supporting IT related projects and/or continuous product development (e.g., Agile) across business and IT-driven initiatives.
Innovation, Ideation, and Modernization	The investment, development, and incubation of new technologies to create new or better solutions which meet unarticulated or existing market needs. Includes new technology solutions and new product incubation services. Includes enterprise architecture solutions that enhance and modernize DOS services.

The management of multiple TOs requires the application of project management disciplines, including the following requirements for all Evolve Contractors:

- a. The Contractor shall provide appropriate tools and methodologies for planning the activities of Contractor team(s),
- b. The Contractor shall maintain a resource loaded Schedule, and
- c. The Contractor shall provide all services related to scheduling, organizing, and deploying resources, controlling the execution of the task(s), monitoring progress through EVM milestones (where applicable), status reporting, resolving critical issues, reporting/maintaining risk, and planning for subsequent phases of work.

In performing under Evolve, the Contractor will be evaluated on the extent to which governance and reporting structure provides transparency and Government access to real time performance metrics, and the extent to which the Offeror's process determines root cause analysis for issues/outages and the Contractor takes appropriate corrective action.

C.4 Cybersecurity

Cybersecurity is mandatory for all task orders placed under the Evolve contract. The objective of the cybersecurity requirement is to ensure that all task orders placed under the Evolve IDIQ not only comply with DOS standards but go above and beyond those requirements to consider how to make DOS systems more resilient and secure in the face of continuously changing threats. The following cybersecurity standards, frameworks and policies or the latest version will apply at the task order level as applicable. These lists are not all inclusive and are subject to change:

Table C2: Federal Information Processing Standards Publications

Federal Information Processing Standards Publications (FIPS Pub)	
Security Requirements for Cryptographic Modules, March 2019	FIPS Pub 140-3
Standards for Security Categorization of Federal Information and Information Systems, February 2004	FIPS Pub 199
Minimum Security Requirements for Federal Information and Information Systems, March 2016	FIPS Pub 200
Personal Identity Verification of Federal Employees and Contractors," January 2022	FIPS Pub 201-3

Table C3: National Institute of Standards and Technology Publications

National Institute of Standards and Technology (NIST)	
Guide for Developing Security Plans for Federal Information Systems, February 2006	NIST SP 800-18 Rev. 1
Guide for Conducting Risk Assessments, September 2012	NIST SP 800-30 Rev. 1
Contingency Planning Guide for Federal Information Systems, May 2010	NIST SP 800-34 Rev. 1
Managing the Security of Information Exchanges, July 2021	NIST SP 800-47 Rev. 1
Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, December 2018	NIST SP 800-37 Rev. 2
Managing Information Security Risk: Organization, Mission, and Information System View, March 2011	NIST SP 800-39
Security and Privacy Controls for Federal Information Systems and Organizations, January 22, 2015	NIST SP 800-53 Rev. 4
Assessing Security and Privacy Controls in Information Systems and Organizations, January 2022	NIST SP 800-39
Guidelines for the Use of PIV Credentials in Facility Access	NIST SP 800-116 Rev. 1
Digital Identity Guidelines, June 2017	NIST SP 800-63-3, 800-63A, 800-63B, 800-63C
Guidelines for Derived PIV Credentials, December 2014	NIST SP 800-157
Guidelines on Hardware-Rooted Security in Mobile Devices (Draft), October 2012	NIST SP 800-164
Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations, May 5, 2022	NIST SP 800-161 Rev. 1
Zero Trust Architecture, August 11, 2022	NIST 800-207
Draft National Institute of Standards and Technology Interagency Report - Mobile, PIV, and Authentication, March 2014	NISTIR 7981
Identifying and Estimating Cybersecurity Risk for Enterprise Risk Management (DRAFT), December 2020	NISTIR 8286A
Prioritizing Cybersecurity Risk for Enterprise Risk Management (DRAFT), September 2021	NISTIR 8286B

Table C4: Office of Management and Budget Publications

Office of Management and Budget (OMB)	
Managing Federal Information as a Strategic Resource,” July 28, 2016	OMB Circular A-130
Appendix III to OMB Circular No. A-13	
Security of Federal Automated Information Resources	

Office of Management and Budget (OMB)	
<u>Management's Responsibility for Enterprise Risk Management and Internal Control</u> , July 15, 2016	
<u>Appendix A, Management of Reporting and Data Integrity Risk</u>	OMB Circular A-123
<u>Appendix B to Circular No. A-123, A Risk Management Framework for Government Charge Card Programs</u>	
Enabling Mission Delivery through Improved Identity, Credential, and Access Management, May 21, 2019	OMB -19-17
Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, February 3, 2011	OMB -11-11
Completing the Transition to Internet Protocol Version 6, November 19, 2020	OMB 21-07
Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006	OMB Memorandum M-06-18
Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, August 5, 2005	OMB Memorandum 05-24
Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007	OMB Memorandum M-07-16
Implementation of Trusted Internet Connections (TIC), November 20, 2007	OMB Memorandum M-08-05
Securing the Federal Government's Domain Name System Infrastructure, August 22, 2008	OMB Memorandum M-08-23
Improving the Federal Government's Investigative and Remediation Capabilities Related to Cybersecurity Incidents August 27, 2021	OMB Memorandum M-21-31
Moving the U.S. Government Toward Zero Trust Cybersecurity Principles, January 26, 2022	OMB M-22-09
Enabling Mission Delivery through Improved Identity, Credential, and Access Management, May 21, 2019	OMB M-19-17
Cybersecurity Strategy and implementation Plan (CSIP), October 30, 2015	OMB M-16-04
Securing the Federal Government's Domain Name System Infrastructure, August 22, 2008	OMB M-08-23
E-Authentication Guidance for Federal Agencies, December 16, 2003	OMB M-04-04
Reporting Instructions for the Government Information Security Reform Act and Updated Guidance on Security Plans of Action and Milestones, July 2, 2002	OMB M-02-09
<u>Reporting Instructions for the Government Information Security Reform Act</u> , June 22, 2001	OMB M-01-24
<u>Guidance for Preparing and Submitting Security Plans of Action and Milestones</u> , October 17, 2001	OMB M-02-01

Table C5: Security Policies

Security Policies	
"Trusted Internet Connections (TIC) Reference Architecture Document Version 2.2, June 19, 2017	Cybersecurity and Infrastructure Security Agency, Federal Interagency Technical Reference Architectures
Federal Information Security Modernization Act (FISMA) of 2014	44 U.S.C. § ch.35
Clinger-Cohen Act of 1996 also known as the Information Technology Management Reform Act of 1996	40 U.S.C
Privacy Act of 1974	5 U.S.C. § 552a
Homeland Security Presidential Directive, "Policy for a Common Identification Standard for Federal Employees and Contractors", August 27, 2004	HSPD-12
Voice Over Internet Protocol (VoIP) Telephony, September 21, 2021	CNSSI 5000
Voice over Secure Internet Protocol (VoSIP)	CNSSI 5000 ANNEX I
Softphone Security Requirements	CNSSI 5000 ANNEX J
Type-Acceptance Program for Voice Over Internet Protocol (VoIP) Telephones, December 1, 2007	CNSSI 5001
Telephony Isolation Used for Unified Communications Implementations Within Physically Protected Spaces, December 18, 2019	CNSSI 5002
National Instruction for Approved Telephone Equipment, September 1, 2011	CNSSI 5006
Telephone and Security Equipment Submission and Evaluation Procedures, April 1, 2013	CNSSI 5007
Safeguarding Communications Security (COMSEC) Facilities and Materials, August 22, 2011	CNSSI 4005
Instruction for National Security Systems (NSS) Public Key Infrastructure (PKI) X.509 Certificate Policy, Under CNSS Policy No. 25, January 6, 2022	CNSSI 1300
Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure, May 11, 2017	E.O. 13800
Structural Reforms to Improve the Security of Classified Networks and the Responsible Sharing and Safeguarding of Classified Information, October 7, 2011	E.O. 13587
Executive Order on Improving the Nation's Cybersecurity, May 12, 2021	E.O. 14028
Playbook: Enterprise Risk Management for the U.S. Federal Government, July 29, 2016	The Chief Financial Officers Council (CFOC)

The Contractor is responsible for remaining abreast of all new mandatory cybersecurity requirements at both the federal and DOS level and complying with the requirements at the TO level as the requirements are relevant to that TO.

In addition to being able to perform in accordance to the referenced publications as required at the TO level for sensitive data and information technology (IT) resources, the Contractor shall ensure that its information security policies, procedures, and practices applicable to all information systems it owns or operates which contain, transmit, or process information provided by or generated for the Government to support the operations and assets of a Federal agency (“Federal Information”), and which may be reasonably contemplated to be used during the performance of this contract, meet, at a minimum, the requirements of the security control baseline for Low-Impact information systems (in the most current version of NIST Special Publication 800-53), or conform to commercial standards requirements that provide a substantially equivalent or greater level of security.

C.5 Technological Change

The Evolve IDIQ is intended to support all integrated IT services-based modular, interoperable solutions, including: (1) all current leading-edge technologies (2) any new technologies, which may emerge during the period of performance (3) all development methodologies, including Agile. Evolve is intended to provide IT solutions through performance of a broad range of services, which may include the integration of various technologies critical to the services being acquired.

The Contractor shall be responsible for obsolescence management during the period of performance to ensure compliance with all performance and contract requirements. Obsolescence management is the discipline that addresses obsolescence and Diminishing Manufacturing Sources and Material Shortages (DMSMS) as the service life of a product extends beyond the technology life cycle incorporated in the design.

C.6 Functional Categories Requirements

The Contractor shall furnish the full range of solutions and services necessary to meet requirements of this contract and individual TOs as related to the functional categories described below. All solutions and services must meet DOS policies, standards, and procedures as identified by individual TOs (e.g., enterprise architecture, information assurance, and personnel, physical and system security).

Evolve consists of five separate and distinct functional categories described below. Contractors’ IDIQ contracts will only include the scope of the functional category(ies) awarded. All functional categories are subject to the following:

C.6.1 Business Relations

In order to receive positive past performance ratings for business relations, management, and cost, the Contractor shall, at all times, maintain a positive, partnership-focused relationship with

the Government. This means that the Contractor shall act, at all times, in good faith; the contractor shall proactively and transparently seek resolutions to issues that benefit all parties. Negotiated changes to the contract shall be discussed and resolved promptly in good faith.

At no time shall the Contractor lobby for or seek contract changes which benefit the Contractor at the expense of the Government. Unnecessary delays, obstructionism, obfuscation, filibusters, and stonewalling are examples of unacceptable performance.

All issues shall be managed using frank and open dialogue at the lowest level appropriate, with as few meetings or resources as possible for a positive outcome.

C.6.2 Labor Category Minimum Requirements

Attachment J-3 provides the Government's minimum competency requirements for labor categories under Evolve. The Labor Category Skill Level Definitions provided in J-3 represent qualifiers for all positions under the contract.

Contractor employees that are proposed for TO requirements at a certain skill level and rate as described in J-3 will be expected to perform at the level indicated under "Autonomy, Influence, Complexity of Work, and Business Skills". If a Contractor employee does not perform at the minimum level described, the Government may require the Contractor to replace that employee with a candidate who does. Upon receipt of the Government's notice to replace the employee, the Contractor shall immediately take all necessary and appropriate steps to replace that employee with a prompt backfill. Failure to take immediate action will result in reduced performance ratings.

C.6.3 Actual or Perceived OCI Reporting Requirement

Contractors shall notify the COR and CO in writing of any potential OCI as soon as the potential OCI is identified so that an analysis may be performed. The Government may conduct an independent OCI analysis without Contractor notification of a potential OCI. The Contractor may be notified by the CO that the Contractor is not eligible to perform under an Evolve TO or another DOS contract due to OCI.

C.6.4 Organizational Conflict of Interest

Functional Category OCI

Important note: The Government expects OCI to exist for TO work between the IT Management functional category and functional categories 2-5 (and potentially other DOS work outside of Evolve). Vendors (both prime and subcontractors) that are awarded IDIQ contracts for the IT Management functional category, will be prohibited from performing work under another functional category, ***as either a prime or subcontractor*** where OCI exists.

Contractors with existing DOS work may be prohibited from performing under some Evolve TOs due to Organizational Conflict of Interest (OCI) caused by impaired objectivity. All TOs

under the IT Management Services functional category are expected to carry OCI implications with regard to all TOs under functional categories 2-5 (and may carry OCI implications with regard to other DOS work). Functional category 1 Contractors will be prohibited from performing under functional categories 2-5 (and potentially other DOS work outside of Evolve) due to OCI.

The FAR requires contracting officials to identify and evaluate organization conflicts of interests as early as possible, and to avoid, neutralize, or mitigate significant potential conflicts so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair a Contractor's objectivity. FAR 9.504(a), 9.505. The situations in which OCIs arise, as described in FAR subpart 9.5 and the decisions of the Government Accountability Office (GAO), can be categorized into three groups: (1) biased ground rules; (2) unequal access to information; and (3) impaired objectivity. McConnell Jones Lanier & Murphy, LLP, B-409681.3, B-409681.4, Oct. 21, 2015, 2015 CPD ¶ 341 at 13. As relevant here, an impaired objectivity OCI arises where a firm's ability to render impartial advice to the government would be undermined by the firm's competing interests. FAR 9.505(a); AT&T Corp., B-417107.4, July 2, 2020, 2020 CPD ¶ 283 at 6; C2C Innovative Sols., Inc., B-416289, B-416289.2, July 30, 2018, 2018 CPD ¶ 269 at 8.

C.7 IT Management Services (Functional Category 1)

C.7.1 Summary of IT Management Services

IT Management Services consists of resources to assist DOS leadership with the overall management, strategy development, and planning of enterprise IT. This includes:

- a. Integrating overarching IT governance, data analytics, IT finance and costing, IT billing, business value, metrics, benchmarking, portfolio management, service catalog management, service level management, program management, and performance monitoring and reporting of delivered services performed in the other Evolve functional categories.
- b. Business solution consulting to help the enterprise improve service delivery through analysis of existing business problems and development of plans for improvement, ensuring best practices are implemented across the enterprise to include Information Technology Infrastructure Library (ITIL) v3 or later frameworks, Agile methodology, CMMI, and Six Sigma.

Additional services supported under the IT Management Services functional category include:

- a. Implementation of Technology Business Management across the enterprise, Innovation, and Ideation, allowing technology and business leaders to collaborate on solutions for improving business outcomes.
- b. Architecture planning to drive standardization, integration, innovation, and security of all IT systems and applications used in the enterprise.
- c. Development and validation of cyber security policies, governance of risk management, and compliance initiatives to ensure solution providers are properly securing systems and data in accordance with DOS policies, Federal regulations, and security categorization of the

respective system and data (e.g., SBU Low, Medium, High, Secret, Top Secret, etc.) to maintain integrity, protection and proper use of the enterprises technology systems and data.

- d. Policy, business process and assistance with business process reengineering efforts across management and oversight aspects supporting IRM and customer programmatic needs across bureaus.

C.7.2 IT Management Services Capabilities

The scope of capabilities required in the IT Management Services category is listed in the table below. This list may not be exhaustive. Other capabilities may be added as needed.

Table C6: Capability Areas within IT Management Services Functional Category

Functional Category	Sub-Capability Area	Primary Objective
IT Management Services	Portfolio Management	
	PMO Support	Provide input and support for programmatic activities related to contract tasks.
	Strategic Communications and Engagement	Manage the program's strategic communications and engagement activities, including development of supporting artifacts.
	Strategic Planning	Conduct long term visioning and planning for the direction of IRM and DOS IT systems
	Performance Management	Monitor and report on the Contractor's performance to meet mutually agreed upon measures and targets.
	Program Management	Manage the IDIQ contract and TOs.
	Transition Management	Facilitate and manage Contractor transitions to ensure continuity of support and to maintain system availability, reliability, and customer satisfaction performance standards.
	Finance and Budget	Provides planning, budgeting, spend management, chargeback, tracking, reporting, and auditing of IT expenditures and the costing of IT products and services.
	Process Improvement Consulting	Provide process improvement consulting services with a roadmap to improve efficiency, strengthen system driven management controls, improve security, modernize systems, improve processes, or develop them where they don't exist, and reduce cost.

Functional Category	Sub-Capability Area	Primary Objective
	Executive Program	Provide CIO-to DAS level or equivalent executive support to bureaus at the executive level in supporting the coordination, planning, business process review and reengineering, special project research (including prototyping), and strategic communication
	Cybersecurity & Compliance	
	Cyber Security & Incident Response	Provides policies, procedures, and technologies to recognize existing and emerging threats as well as determine associated risk to ensure the organization has the appropriate defense and responses to each incident.
	Governance, Risk, Audit, and Compliance	Provides strategy, policies, and processes for managing an overall governance, enterprise risk management and compliance with regulations, with regards to IT. Provides structured approach for aligning IT with business goals and objectives, while managing risk and meeting compliance requirements.
	Architecture	
	Architecture	Develop technological roadmaps, plans, and strategies to secure the global network and its resources. This includes strategies for least privilege access, micro-segmentations, data usage controls, continuous monitoring, auditing, etc.

C.7.3 IT Management Services Non-Exhaustive Sample of Work

A sampling of work to be performed under this task area is listed below.

- Support IT Strategic Planning
- IT Governance Development and Management
- Analytics (Artificial Intelligence and Machine Learning, Data Warehousing, Data Mining and Business Intelligence)
- Business Consulting, Business Process Reengineering, and Advisory & Assistance Services
- Organizational Management (Change Management, Communications, Balanced Scorecard and A-76 Support)
- IT Acquisition Management (Market Research and Analysis and Acquisition Support)
- Program/Project Management Support (Agile Project Management, Agile Coaching, Risk Management, Financial Management and Workforce Management)
- Program Management Office Support (IT Portfolio Analysis, Capital Planning, and Investment Control)

- Program Analyses and Implementation (Business Cases Analysis, Cost/Benefit Analysis and Cost Effectiveness Analyses)
- Independent Verification and Validation
- Enterprise Architecture Support
- Program Measurement (Benchmarking, Common Baseline and Gap Analysis)

C.7.4 IT Management Services IT Security Requirement

Development and implementation of management, operational, and technical security controls required by DOS to assure desired levels of protection for IT systems and data are achieved (e.g., establishment of policy/procedures in support of Federal IT security requirements, conduct risk assessments to identify threats/vulnerabilities for existing/planned systems; support Federal mandates for measuring and reporting compliance, perform assessment and authorization (A&A) activities; provide cybersecurity engineering support, provide training services to promote awareness and knowledge of compliance responsibilities for Federal IT security requirements).

C.8 Cloud and Data Center Services (Functional Category 2)

C.8.1 Summary of Cloud and Data Center Services

Cloud and Data Center Services Contractors under Evolve shall manage FedRAMP authorized enterprise public cloud services including IaaS, PaaS, and SaaS. Contractors shall leverage a multi-cloud strategy, enterprise license agreements and a shared responsibility model focused on providing a common security controls framework to expedite compliance efforts for customer workload activity through the use of inherited controls. In addition, Contractors shall use infrastructure as code to simplify the enterprise platform environments; provide enhanced security monitoring; use the Department's single identity solution for improved usability and facilitate data sharing between approved managed environments. Cloud platform teams shall follow a topology teams organizational model to seamlessly integrate into supporting a dev/sec/ops delivery model which supports daily product releases through the use of automated testing, provisioning and validation processes.

This functional category includes:

- a. Providing a secure and controlled environment for housing compute, storage, network, and other technology equipment.
- b. Licensing, maintenance, and support costs for all software including operating system, middleware, databases, system management and administration tools, desktop applications and utilities and business applications. Software costs include enterprise or per instance licenses, client-access licenses, maintenance/update costs, customization fees.
- c. Resources related to managing the data center environment.
- d. Support for purpose-built facilities to securely house computer equipment: providing racks/cabinets & cabling, clean & redundant power, data connectivity, environmental

- controls including temperature, humidity and fire suppression, physical security, and the resources to run and operate the facility and its infrastructure.
- e. Tools and resources for managing the lifecycles of containers such as the control and automation of tasks such as provisioning and deployment of containers, maintaining availability, scaling up or removing containers to manage application loads, relocating containers, allocating resources for containers, and monitoring container and host health.
- f. Implementing and sustaining enterprise cloud support that provides the full range of business solutions to end users and shared service providers, including cloud environments that encourages and facilitates user interaction, acceptance, and leverages DOS's investment in existing and future enterprise cloud architectures and solutions.

C.8.2 Cloud & Data Center Services Capabilities

The scope of capabilities required in the Cloud & Data Center Services category is listed in the table below. This list may not be exhaustive. Other capabilities may be added as needed.

Table C7: Capability Areas within Cloud & Data Center Services Functional Category

Functional Category	Sub-Capability Area	Primary Objective
Cloud and Data Center Services	Data Access and Integration Program Management	Provide a central point of contact to manage offline relationships with external entities seeking to integrate with the program's technical products and data or that the program requires integration with.
	Virtual Compute and Containers	Provide a variety of compute configurations delivered through the virtualization of physical compute resources. May include on-demand provisioning and de-provisioning based on user interaction or the performance of the application itself.
	Technology Lifecycle Management	Ensure that appropriate technologies and their licenses, including new and emerging technologies, can be identified, assessed, acquired, and maintained.
	Cloud Services	Provide and administer cloud solutions such as infrastructure, platform, or software hosted by secure third-party providers and made available to users on demand.

C.8.3 Cloud and Data Center Services Non-Exhaustive Sample of Work

A sampling of work to be performed under this task area is listed below.

- a. 21st Century Integrated Digital Experience Act (IDEA) compliance support
- b. Managed IT Services Support (e.g., Software-as-a-Service, Platform-as-a-Service, Cloud Services, etc.)
- c. Web Development and Support

- d. Electronic Commerce and Electronic Data Interchange
- e. Government to Citizen Relationship Management
- f. Knowledge Management (IT-based sharing/storing of an Agency individuals' knowledge)
- g. IT-Enhanced Public Relations
- h. Business-to-Government (B2G) Solutions
- i. Communications Management
- j. Accessibility Services (508 and 504 compliance)
- k. Automated Abstraction, Taxonomies and Ontologies
- l. Social Media and Social Media Management and Analytics
- m. Interactive Marketing
- n. Robotic Process Automation (RPA)

C.8.4 Cloud and Data Center Services IT Security Requirement

Development and implementation of management, operational, and technical security controls required by DOS to assure desired levels of protection for IT systems and data are achieved (e.g., establishment of policy/procedures in support of Federal IT security requirements, conduct risk assessments to identify threats/vulnerabilities for existing/planned systems; support Federal mandates for measuring and reporting compliance, perform assessment and authorization activities (A&A) activities; provide cybersecurity engineering support, provide training services to promote awareness and knowledge of compliance responsibilities for Federal IT security requirements).

C.9 Application Development Services (Functional Category 3)

C.9.1 Summary of Application Development Services

Application Development Services provide holistic customer-centric software application development, testing, governance, security, release, data management and operations support. It addresses key enablers such as Agile development capabilities, human centered design, change management and end-user adoption. It leverages fully integrated Continuous Integration/Continuous Development (CI/CD) pipeline capabilities built on enterprise cloud platforms integrated into the enterprise dev/sec/ops model to support rapid development capabilities. The functional category will support multiple code bases and application types including Open Source, SaaS/PaaS, and custom development activity. In addition, it supports the management and security of APIs needed to share data between multiple applications and analytics platforms. Furthermore, it supports the integration of new and emerging technologies at the application layer to include RPA, A/I, IoT analytics, block chain, etc.

This functional category includes:

- a. Resources involved with the analysis, design, development, code, test, and release packaging services associated with application development projects.
- b. Operations, support, fix, and minor enhancements associated with existing applications.

- c. Distributed and mainframe databases, middleware systems and DBMS software and tools support.
- d. Distributed database services focused on the physical database (versus the logical design) including DBAs, DBMS, tools, and operational support
- e. Distributed platform, application and system integration resources enabling cross application development, communications, and information sharing
- f. Mainframe database services focused on the physical database (versus the logical design)
- g. Mainframe platform, application and system integration resources enabling cross application development, communications, and information sharing.
- h. DevSecOps Teams that deliver on user-centered design, Test Driven Development, Security and Agile development support. The desired outcome is that DOS will be more efficient in the design, development, and deployment of secure critical services that impact citizens and internal government users.

Application Development Services provide all phases of software design and development including deployment to ensure DOS applications and databases will enable their users to meet their mission goals and objectives. These efforts include the full range of software design, development, implementation, and integration, including, but not limited to, concept development, planning, requirements definition and analysis, systems design and development, coding and testing, production, deployment, implementation, integration, and software application maintenance.

Application Development Services provide support for all applications and collaborative service capabilities. These services include support for developing and implementing enterprise and department-level applications. These applications may have inter-related service processing components extending across/beyond the enterprise or be unique to a particular mission's requirements.

C.9.2 Application Development Services Capabilities

The scope of capabilities required in the Application Development Services category is listed in the table below. This list may not be exhaustive. Other capabilities may be added as needed.

Table C8: Capability Areas within Application Development Services Functional Category

Functional Category	Sub-Capability Area	Primary Objective
Application Development Services	System Management and Configuration Changes	Manage the technical system, including sub-components and supporting technologies, to ensure overall system reliability, flexibility, and availability with minimal disruptions to service.
	Security and Contingency Planning, Preparation, and Operations	Develop, maintain, and test appropriate security and contingency plans to comply with relevant policies, directives, and industry best practices for securing developed applications.

Functional Category	Sub-Capability Area	Primary Objective
	User Experience Design	Manage and conduct all activities necessary to identify customer and user requirements and design solutions using a human-centered design approach.
	Development	Manage prioritization of requirements across the system, and continuously manage and perform the necessary development activities using an agile and integrated approach that maximizes proposed productivity measures.
	Testing	Develop, conduct, integrate and manage all testing needed to ensure production-ready development.
	Release Management	Manage the technical release of features throughout the development lifecycle.
	Database, Mainframe, Middleware	Operate and maintain distributed and mainframe databases and middleware systems as well as include DBMS software and tools.

C.9.3 Application Development Services Non-Exhaustive Sample of Work

A sampling of work to be performed under this task area is listed below.

- Requirements Analysis/Gathering, Design, Coding, Security and Testing
- Artificial Intelligence (Software and Services)
- Secure Code Management
- Production Deployment
- Application Prototyping
- Multimedia Software
- Program Evaluation Software
- Administrative and General Decision Support Software
- Web X.0 (2.0, 3.0, ...) Development and Management
- Database Development and Management
- Quality Control & Quality Assurance
- Testing
- Enterprise Software planning and implementation

C.9.4 Application Development Services IT Security Requirement

Development and implementation of management, operational, and technical security controls required by DOS to assure desired levels of protection for IT systems and data are achieved (e.g., establishment of policy/procedures in support of Federal IT security requirements, conduct risk assessments to identify threats/vulnerabilities for existing/planned systems; support Federal mandates for measuring and reporting compliance, perform assessment and authorization (A&A)

activities, provide cybersecurity engineering support, provide training services to promote awareness and knowledge of compliance responsibilities for Federal IT security requirements).

C.10 Network and Telecommunication Services(Functional Category 4)

C.10.1 Summary of Network and Telecommunication Services

Network and Telecommunications Services provide the voice and data network and supporting services such as load balancing, identity services, virtual private network, and the internet to enable communications within and outside the enterprise.

This functional category includes:

- a. Domain Services, Virtual Private Networks, Land Mobile Radio (LMR) and Telecommunications using the public internet to enable communications across the organization including its data centers, office buildings, remote locations, partners, and service providers.
- b. Optimization of incoming application/workload requests through load balancing and traffic management to deliver high availability and network performance to applications.
- c. Data, voice, and virtual private networks — terrestrial and non-terrestrial (e.g., satellite) technologies as well as field networks or special-use networks.
- d. Resources to provide physical and wireless local-area network connecting equipment within the core data centers and connecting end users in office working areas to the organization's broader networks.

C.10.2 Network and Telecommunication Services Capabilities

The scope of capabilities required in the Network and Telecommunication Services category is listed in the table below. This list may not be exhaustive. Other capabilities may be added as needed.

Table C9: Capability Areas within Network and Telecommunications Functional Category

Functional Category	Sub-Capability Area	Primary Objective
Network and Telecommunication Services	Systems Design and Management	Manage all activities necessary to support the agile design, development, testing, and release new features and capabilities. Includes the patching and security of network and SOE systems.
	Domain Services	Provide lookup capabilities to convert domain names into the associated IP address to enable communication between hosts. Includes Active Directory services and the associated tools required to administer domains.

Functional Category	Sub-Capability Area	Primary Objective
	Data and Voice Networks	Design, operate, maintain, and modernize network connections that enable direct data and voice communications across the organization including its data centers, office buildings, remote locations as well as partners and service providers (including public cloud service providers). Includes the data network circuits and associated access facilities and services; includes dedicated and virtual data networks and internet access.
	Radio Network Installation & Maintenance:	Provide research, development, procurement, design, logistics, installation, and maintenance expertise with HF, UHF, VHF, and satellite radio systems, to include land/mobile radios, handhelds, base stations, vehicle-based, remote, repeaters, and associated encryption capabilities for all. Voice and data network connectivity expenses including circuit and usage expenditures; lease expenditures; maintenance and support expenditures.
	Telecommunications	Engineer, install, configure, provide operational support, and provide turnkey integrated solutions supporting multi-vendor OEM telecommunications platforms.
	Tactical Operations and Field Support	Strategically positioned regional command operations (RIMCs) provide the initial point of contact in support of all overseas communication platforms that fall under the IRM umbrella of control. The availability to quickly leverage additional subject matter experts (personnel) and surge capacity (teams and equipment) for IRM field support is essential for mission success.
	Structured Cabling	Voice and data structured cabling installation, termination, and testing services, to include CAT-X, fiber, coaxial, direct burial, aerial, and associated technologies to support voice and data networks, radio, and security systems.

Functional Category	Sub-Capability Area	Primary Objective
	Operations Center	Centralized IT Operations Center resources including monitoring and intervention e.g., NOC (network operations center), GOC (global operations center).
	LAN/WAN Services	Operate, maintain, and administer physical and wireless local-area network connecting equipment within the core data centers and connecting end users in office working areas to the organization's broader networks.

C.10.3 Network and Telecommunication Services Non-Exhaustive Sample of Work

A sampling of work to be performed under this task area is listed below.

- Network strategy for the global operation
- Data and voice network design
- Configuration and installation of network devices
- Management of network devices including configuration, patching, monitoring
- Design and installation of radio networks
- Implementation of telecommunications systems
- Monitoring and reporting of network performance
- Provide field support for network infrastructure
- Installation of cabling at new office locations

C.10.4 Network & Telecommunications Services IT Security Requirement

Development and implementation of management, operational, and technical security controls required by DOS to assure desired levels of protection for IT systems and data are achieved (e.g., establishment of policy/procedures in support of Federal IT security requirements, conduct risk assessments to identify threats/vulnerabilities for existing/planned systems; support Federal mandates (e.g., FISMA) for measuring and reporting compliance, perform assessment and authorization (A&A) activities; provide training services to promote awareness and knowledge of compliance responsibilities for Federal IT security requirements).

C.11 Customer and End User Support Services(Functional Category 5)

C.11.1 Summary of Customer and End User Support Services

Customer and End User Support Services provide end user computing devices and support for end users.

This functional category includes:

- Phase I. Costs to build, manage and run end user computing devices for the enterprise and deliver centralized support to end users.
- Phase II. Support for client compute physical desktops, portable laptops, thin client machines, peripherals (including monitors, pointer devices and attached personal printers) used by individuals to perform work.
- Phase III. Device-agnostic support for mobile devices such as client compute tablets, smart phones (iOS, Android, Windows Mobile) and apps used by individuals to perform work.
- Phase IV. Support for client related software used to author, create, collaborate, and share documents and other content.

Task 1. Examples include email, communications, messaging, word processing, spreadsheets, presentations, desktop publishing, graphics, and others.

- Phase V. Support for network printers, audio and video conferencing equipment typically used in conference rooms and dedicated telepresence rooms to enable workforce communications.
- Phase VI. Centralized Tier 1 help desk resources that handle user requests, answer questions, and resolve issues, and local support resources that provide on-site support for moves, adds, changes and hands-on issue resolution.

C.11.2 Customer and End User Support Services Capabilities

The scope of capabilities required in the Customer and End User Support Services category is listed in the table below. This list may not be exhaustive. Other capabilities may be added as needed.

Table C10: Capability Areas within Customer End User Support Services Functional Category

Functional Category	Sub-Capability Area	Primary Objective
Customer and End User Support Services	Help/Support Desk	Provide 24/7 Tier 0, 1 and 2 customer and technical support using multiple support channels (e.g., chatbots, voice, in app, etc.), maximizing the use of automation.
	Change Management & User Communications	Provide and facilitate multi-channel communications with users about upcoming events, available resources, and changes to the user interface and related business processes, best practices, and process improvement recommendations
	Training	Develop, maintain, and deliver comprehensive multi-modal instructional systems training of DOS systems and applications.
	Technical Security Services	Safeguard, Protect, apply countermeasures to classified Information Communications equipment (ICT) deployed at US embassies and domestically. TEMPEST.

Functional Category	Sub-Capability Area	Primary Objective
	Mobile and Remote Access	Provides mobile and remote access for services such as GO Browser, GO Virtual, mobile device management and support, and other mobile services.

C.11.3 Customer and End User Support Services Non-Exhaustive Sample of Work

A sampling of work to be performed under this task area is listed below.

- Manage Service Desk for Level 0, 1, 2 and dispatch
- Implement automation in Service Desk and End-User support
- Management and distribution of images for end-user devices
- Develop training materials for DOS applications
- Set up training facilities at DOS locations
- Support video conferencing for global meetings

C.11.4 Customer and End User Support Services IT Security Requirement

Development and implementation of management, operational, and technical security controls required by DOS to assure desired levels of protection for IT systems and data are achieved (e.g., establishment of policy/procedures in support of Federal IT security requirements, conduct risk assessments to identify threats/vulnerabilities for existing/planned systems; support Federal mandates for measuring and reporting compliance, perform assessment and authorization activities (A&A) activities; provide cybersecurity engineering support provide training services to promote awareness and knowledge of compliance responsibilities for Federal IT security requirements).

C.12 Key Personnel Requirements (All Functional Categories)

The Contractor shall provide:

- a. An IDIQ Program Manager (PM) to serve as the Government's single point-of-contact (POC) and to provide overall leadership and guidance for all contractor personnel assigned to the IDIQ and active TOs.
- b. The PM POC shall provide overall coordination and management of the awarded IDIQ contract. This PM may not be the same POC across multiple functional categories; however, this individual may also be proposed as a PM for Task Order(s) under the resultant contract.
- c. A PM that is responsible for all requirements under awarded TOs.

The PM (at both the IDIQ and TO level) shall possess the following qualifications:

- a. Demonstrate progressive IT experience in the functional category which the Offeror is proposing. At least one project of similar scope shall have occurred within the past three (3) years with a total contract value greater than \$10M and global delivery in a highly complex environment. Oversight or management of at least one project shall have been

conducted in accordance with a Capability Maturity Model Integration Institute (CMMI) certified, Agile, and/or ITIL approach.

- b. Demonstrate proven experience and documented success supervising large IT services contracts, including people of various job categories and skills.
- c. Demonstrate expertise in the management and control of costs and resources and demonstrated capability in managing projects of this type and complexity.
- d. Demonstrated experience providing system modernization and innovation that resulted in increased operational efficiency or cost savings.
- e. Have at least 10 years of relevant experience.
- f. Hold a bachelor's degree from an accredited university with a preference for a major in Information Technology (greater preference for master's degree in Business Administration (MBA) or Information Technology).
- g. Hold an ITIL v3 or later certification
- h. Hold a current Project Management Professional (PMP) certification.

(End of Section C)

SECTION D - PACKAGING AND MARKING

D.1 General

Packaging and marking instructions may be incorporated in each TO based on the nature of the services and/or supplies being acquired. Individual TOs issued under this contract may relax, augment, or otherwise revise the requirements of this section.

D.2 Data Packaging Requirements

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.3 Marking of Reports

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.4 Warranty Notification

TOs that require materials as part of the overall solution will be subject to industry standard warranties and maintenance unless otherwise stated 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.5 Overseas Warranties

The contractor may be required to provide services in the language utilized by DOS partner nations. Additionally, all products and services will likely require local warranty, maintenance, and support.

D.6 Software and Magnetic Media Markings

Packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

D.7 Packing List(s)

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. Contract and TO 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.8 Packing of Supplies for Shipment

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

Unless otherwise directed at the TO level, each box, carton, and package shall be marked as follows (if being delivered overseas to a U.S. Embassy):

- a. AMERICAN EMBASSY
- b. POC (to be provided at TO award)
- c. TO Number:
- d. City, Country
- e. Box # __ of __

Improperly marked shipments may be rejected by the Government, and the Contractor shall be solely responsible for all costs associated with said deliveries and any required redeliveries. One copy of the packing list and commercial invoice must accompany the shipment, attached to the outside of the “lead” or number one box/carton/package, or individually attached to the outside of each box/carton/package. All shipping documents and other delivery information shall also be provided to the COR.

D.9 Equipment Removal

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor’s expense, within 60 calendar days after contract expiration, or as mutually agreed by the Government and the Contractor. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the TO Contracting Officer. Specific requirements will be addressed in individual TOs.

(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:

www.acquisition.gov/FAR

The following clauses apply to the Master Contract and may apply at the TO level, as applicable, depending upon the TO contract type, or as specifically referenced in the applicable TO for different line items:

Table E1: Clauses Incorporated by Reference

FAR Clause	Title	Date
52.246-2	Inspection of Supplies-Fixed-Price	Aug 1996
52.246-2	Alternate I	Jul 1985
52.246-2	Alternate II	Jul 1985
52.246-4	Inspection of Services - Fixed-Price	Aug 1996
52.246-6	Inspection - Time-and-Material and Labor-Hour	May 2001
52.246-7	Inspection of Research and Development-Fixed-Price	Aug 1996
52.246-11	Higher-Level Contract Quality Requirement	Dec 2014
52.246-15	Certificate of Conformance	Apr 1984
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. If multiple like items are to be delivered subsequent to any negative/defective inspection findings, the Contractor shall provide both a complete root cause analysis identifying the root cause of the defect, and a corrective action plan which both remediates the immediate defect and also prevents future defects from reoccurring (while keeping schedule delays and costs to a minimum), prior to taking any further action.

Government approval of these Contractor-delivered items is required prior to any corrective action and/or resumption of delivery. Government review and approval of root cause analyses and/or corrective action plans does not relieve the Contractor of contract delivery requirements, nor does it waive the Government's recourse in the event a letter of concern, cure notice, negative performance report, or contract termination is required. 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 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.4 Contractor Quality Control

For all functional categories, the Contractor shall institute and maintain an appropriate system of quality control in accordance with the Contractor's stated International Organization for Standardization (ISO) standards at time of award (or better), to be set forth in a Quality Control Plan. The Quality Control Plan shall be submitted to the CO and the COR no later than twenty (20) days after award of the contract.

The plan shall be adequate for ensuring that all work performed under the contract is of the highest quality standards and consistent with best industry practices, to assure timely provision of services, optimum Government satisfaction, and appropriate use/protection of Government personnel, facilities, and assets. The plan shall include methods that the Contractor will use to

determine root cause analyses of any issues that arise during performance, document findings and fixes, and to implement those fixes going forward to prevent reoccurrence. The plan shall include checklists of duties to be carried out by the supervisory staff and senior employees. The Contractor shall also conduct periodic inspections to determine whether the various services are being performed according to the contract. Records of all certifications and renewals held, certification audits or inspections conducted by the Contractor and necessary corrective actions taken shall be maintained by the Contractor. The Contractor shall make these documents available to the Government at the request of the CO or COR.

The Contractor shall hold all subcontractors to the same standards of performance as required from the Contractor in fulfilling the performance requirements of this contract and each TO.

E.5 Government Quality Assurance

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.

(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 Order level, as applicable, subject to specific delivery and performance requirements as set forth in the applicable 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
52.211-8	Alternate I	Apr 1984
52.211-8	Alternate II	Apr 1984
52.211-8	Alternate III	Apr 1984
52.211-9	Desired And Required Time of Delivery	June 1997
52.211-9	Alternate I	Apr1984
52.211-9	Alternate II	Apr1984
52.211-9	Alternate III	Apr1984
52.242-15	Stop-Work Order	Aug 1989
52.242-15	Alternate I	Apr 1984
52.242-17	Government Delay of Work	Apr 1984
52.247-34	FOB Destination	Nov 1991

F.2 IDIQ Period of Performance

This IDIQ contract comprises a one-year base performance period, with up to six, one-year option periods.

- Base Year: *Beginning and End Dates to be inserted at IDIQ award*
- Option Year 1:
- Option Year 2
- Option Year 3:
- Option Year 4:
- Option Year 5:

- Option Year 6:
- 6-Month Option:

The Contracting Officer may extend the period of performance up to an additional six months (see “6-Month Option” above) in accordance with FAR 52.217-8 (Option to Extend Services), which is contained in Section I of this contract.

F.3 Task Order Period of Performance

The period of performance for each TO placed under the IDIQ contract shall be specified in the individual TO. Under no circumstances may a TO be issued under the IDIQ contract if the IDIQ contract has expired or has been terminated or cancelled by the Government. The period of performance of a TO may not exceed ten (10) years, inclusive of options (except for instances where the six-month option to extend services authorized by FAR 52.217-8 is exercised by the Contracting Officer). TO options, if included, may be exercised after the expiration of the IDIQ contract for a period of up to three (3) years after the IDIQ period of performance has expired. FAR 52.217-8 does not automatically flow down to TOs; it must be included within the TO in order to be exercised.

F.4 Task Order 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. Telework/telecommuting or remote work may be approved at the TO level where appropriate in accordance with FAR 7.108 and may be applied to an entire order or may be specific to certain labor categories. Note, telework/telecommuting within a local commuting area near a worksite is distinctly different from remote work. A Telework site is a temporary worksite. Telework requires Contractor availability in-person at the local (permanent) worksite when required by the government. When performing remote work, the worksite is established permanently as the employee’s residence or an independent work location.

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 Notice to the Government of Delay

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the TO Contracting Officer and the TO COR, in writing, giving pertinent details;

provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.6 Coronavirus (COVID-19) Resources

Contractors are encouraged to reference the Center for Disease Control's website for the most recent guidance on COVID-19 and Government Contracts. Direct all other specific Evolve COVID-related questions to the Contracting Officer.

F.7 IDIQ and Task Order Deliverables

- a. The Contractor shall provide all data deliverables and notifications required per the applicable FAR and DOSAR clauses identified within this contract and any additional terms and conditions included at the TO level. Where any duplicate terms or conditions are included at both the IDIQ and TO level, the TO terms and conditions shall govern. All terms and conditions of this contract flow down to Evolve TOs.
- b. Unless the Government identifies otherwise, all deliverables must be submitted in English and in electronic Microsoft Office compatible format via email. Deliverable artifacts must be capable of being independently validated by the Government (and not subject to post-delivery alteration by the Contractor). While copies or examples of deliverables may be made available using a Contractor-owned system, the file of record for deliverable artifacts shall be the item delivered to (and provided validated receipt by) the Government. Deliverables missing Government validation of receipt may result in a reduction in performance ratings or incentives, where applicable.
- c. The Government reserves the right to add additional deliverable types and methods at the TO level. Deliverables may be required to be provided in a language other than English. Submittals may be required in other than Microsoft Office or electronic format.
- d. The Government will review each deliverable product and provide final oral and written comments. The Contractor shall review and incorporate final comments or implement directed changes no later than five (5) business days thereafter. This time period may be extended, at the sole discretion of the Government, by written approval of the Contracting Officer or COR (if responsibility has been delegated by the CO).
- e. All documentation and reports developed or provided by the Contractor shall become the property of the U.S. Government. Reports shall not contain any markings or legends which will restrict the Department's use of such reports in any way. All deliverables, including attachments, shall comply with the data right clauses incorporated in the contract. The Government will reject all deliverables containing markings contradicting said clauses.
- f. Deliverables longer than 5 pages shall include a table of contents. Attachments, if any, shall include the attachment number, deliverable name and number, and contract number and TO number.
- g. All applicable deliverables, their required delivery dates, and destination of delivery will be specified in each TO issued under this contract. The schedule for completion of work

to be performed under this contract will be delineated in each TO issued under this contract, as applicable.

- h. For purposes of delivery, all deliverables shall be made by close of business (COB) 4:30 P.M. local time (Washington, DC) at destination, Monday through Friday, unless stated otherwise in the TO.
- i. All deliverables submitted in electronic format shall be free of any known computer virus, (e.g., malware), or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.
- j. Each deliverable shall be accompanied by a cover letter from the Contractor. Multiple deliverables may be delivered with a single cover letter describing the contents of the complete package.
- k. In the event the Contractor anticipates difficulty in complying with any contract-level delivery schedule, the Contractor shall immediately provide written notice to the Contracting Officer and the Evolve Program Manager. For any TO level deliverable, the Contractor shall provide written notification immediately to the TO-level Contracting Officer and TO COR. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; PROVIDED, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

Table F2: IDIQ Deliverables

Deliverable	Preparer	Section	Due Date	Update Frequency	Distribution
Contractor Work Breakdown Structure (CWBS) and CWBS Dictionary	All IDIQ holders with active TOs	F8, F9	20 business days after post award conference	As required	CO, COR, Evolve Program Manager
Performance Thresholds Chart (Completed by Contractor)	All IDIQ Holders	Attachment J-5	Due at Post Award Conference	As required	CO, COR, Evolve Program Manager
IDIQ Post Award Conference	All IDIQ holders	H.7.4	Within ten (10) business days after contract award	One-time	CO, COR, Evolve Program Manager

Deliverable	Preparer	Section	Due Date	Update Frequency	Distribution
Manpower Report	All IDIQ holders with active TOs	F.16	15th of each calendar month	Monthly	Evolve Program Manager
Meetings / Conferences (meeting notes/action items)	All IDIQ holders	H.7.5	3 working days after meeting / conference	As required	CO, COR, Evolve Program Manager
Program Management Plan including Staffing Approach	All IDIQ holders	F.8	20 business days after post award conference and then each year thereafter	Annually	CO, COR, Evolve Program Manager
Program Management Reviews (PMRs) (agendas / presentations / materials)	All IDIQ holders with active TOs	F.15	5 working days before PMR	Quarterly	CO, COR, Evolve Program Manager
PMRs (meeting notes/action items)	All IDIQ holders with active TOs	F.15	3 working days after PMR	Quarterly	CO, COR, Evolve Program Manager
Quality Control Plan	All IDIQ holders	E.4	No later than 20 days after contract award	Annually	CO, COR Evolve Program Manager
Service Catalog Report	All IDIQ holders with active TOs	F.13	3 months after an Offeror's first TO award and every 3 months thereafter until the end	Quarterly	TO COR, Evolve Program Manager, Office of the Chief Architect

Deliverable	Preparer	Section	Due Date	Update Frequency	Distribution
			of the POP on all TOs		
Small Business Participation Report	All IDIQ holders	F.12	6 months after contract award in a format provided by the CO	Semi-annually	CO, COR, OSDBU, Evolve Program Manager
Small Business Subcontracting Plan	Applicable only to other than small business IDIQ holders	H.6.2 H.6.3	20 business days after contract kick-off and then each year thereafter with TO proposals	Annually	CO, COR, Evolve Program Manager
Supply Chain Risk Management (SCRM) Plan Submission	All IDIQ holders	F.11	No later than 30 days after the end of each contract year	Annually	Evolve Program Manager

Table F3: Notional Task Order Deliverables

Deliverable	Preparer	Section Reference	Due Date	Update Frequency	Distribution
Associated Contractor Agreement	All TO holders	H.6.4	30 days after every new TO award and updated as applicable	As needed	Evolve Program Manager
Contract Status Report	All TO holders	TBD	1 month after award of first TO	Monthly	Evolve Program Manager, TO Manager, CO, TO CO, TO COR, Contractor's Program Manager
EVMS Report (to include IMS)	All TOs requiring EVM	H.8	TBD	Monthly	TO COR, Evolve Program Manager

Deliverable	Preparer	Section Reference	Due Date	Update Frequency	Distribution
Incident Report	All TO holders	TBD	3 business days after an incident	When an incident is discovered.	cirt@state.gov, Evolve Program Manager
Integrated Baseline Reviews (Agendas / presentations / materials)	All TOs requiring EVM	H.13	Within 60 calendar days after TO award	Within 60 calendar days after (1) the exercise of significant TO options, or (2) the incorporation of major modifications	TO COR, Evolve Program Manager
Integrated Baseline Review (Meeting minutes)	All TOs requiring EVM	H.8	3 working days after meeting	As required	TO COR, Evolve Program Manager
Meetings/Conferences (Meeting notes/action items)	All TO holders	H.7.5	3 working days after meeting / conference	As required	CO, TO COR, Evolve Program Manager
Monthly Cost Performance Report	All TO holders	F.10	1 month after award of first TO	Monthly	CO, COR, Evolve Program Manager
Monthly Program Status Report, Performance Summary Report & Master Milestone Schedule	All TO holders	F.10	1 month after award of first TO	Monthly	CO, COR, Evolve Program Manager
TO Post Award Conference	All TO holders	H.7.4	As defined at the TO level	One-time	CO, TO COR, Evolve Program Manager
TO Status Reports	All TO holders	TBD	1 month after award of first TO	Monthly	CO, COR, Evolve Program Manager
Transition-in Plan	All TO holders	TBD	30 calendar days from award of first TO	One-time	TO CO, TO COR, TO CPM, Evolve Program Manager
Transition-out Plan	All TO holders	TBD	NLT 120 calendar days prior to the end of contract or	One-time	TO CO, TO COR, TO CPM, Evolve Program Manager

Deliverable	Preparer	Section Reference	Due Date	Update Frequency	Distribution
			60 calendar days following the Government's request		
Software Bill of Materials (SBOM)	All TO holders	H.10.1	1 month after award of first TO	Upon updates to SBOM	E-CISO TO COR, Evolve Program Manager
Vulnerability Exploitability eXchange (VEX) Report	All TO holders	H.10.4	3 business days after discovery of a vulnerability	When a vulnerability is discovered	vdpsubmission@state.gov, E-CISO, Evolve Program Manager, CO, COR
Innovative Value Engineering Studies	All IDIQ Holders	F.14	As requested	One-time	COR, CO, Evolve Program Manager

F.8 Task Order Program Management Plan (including Staffing Approach)

Upon award of a Task Order, the Contractor shall create and timely submit a Program Management Plan (PMP) that gives a description and graphic summary of the schedule and financial components of the task/delivery order. The PMP shall be based on the Contractor's Work Breakdown Structure (CWBS) as well as technical direction for the coming year and summary schedules for succeeding fiscal years. Staffing levels for the prime Contractor and subcontractors shall be identified to the nearest 0.1 person along with the rationale used in computing the staffing levels.

F.9 Contractor Work Breakdown Structure and CWBS Dictionary

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, describes the effort and tasks associated with every CWBS element shown in the CWBS.

F.10 Monthly Performance Summary Report

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

F.11 Supply Chain Risk Management (SCRM) Plan Submission

To ensure Contractors remain aware of and are implementing emerging SCRM requirements over the life of the Contract, a SCRM Plan will be submitted to the Program Manager no later than 30 calendar days after the end of each contract year. Refer to NIST SP 800-161 for a plan template. Additional artifacts may also be required.

The Contractor shall ensure that Executive Order 14028 and its associated NIST SP 800-53 controls are considered flow-down requirements for subcontractors, including commercial item subcontractors. Finally, consent to subcontract at the TO level may also consider subcontractor SCRM requirements.

F.12 Small Business Participation Report

The Contractor shall report semiannually on its Small Business Participation Commitment performance statistics which shall include progress reporting to facilitate Government monitoring in the event of an award. The Contracting Officer will provide a template and submission method for these reports. Requests for changes to the Small Business Participation Commitment Document must be submitted in advance to the Contracting Officer for review and approval. Contracting Officer approval of changes is required prior to any implementation of proposed changes.

F.13 Evolve Service Catalog Report

On a quarterly basis all Contractors with a TO under the contract shall provide their service catalog for every TO for which they provide support, by TO:

- a. All Services they provide, i.e., mobile device configuration and management
- b. All Products they provide, i.e., managing the Department's AWS implementation; and
- c. Current Tech Stack and a change log of any major modifications to each, i.e., adoption of a new technology

F.14 Innovative Value Engineering Studies

The government may request at the TO level an innovative value engineering study. The study should explain how the Contractor will provide innovation to the Department of State (DOS) and

be tailored to support compliance with Office of Management and Budget (OMB) Circular A-131. Innovation is defined as the process to identify and implement new ideas and break-through solutions that change the services and results in additional Business and/or IT value. The Contractor should identify new and emerging ideas that cannot be identified at the beginning of the contract and emerge through market changes or completely new mechanisms that can become applicable and add value to DOS.

The goal of the value engineering study, in addition to identifying areas of innovation, will be to reduce the total lifecycle cost of the services provided through the TO. The innovation process may result in the proposal of new discrete projects. The proposed projects each require a business case that demonstrates the Return on Investment (ROI). The Contractor will also verify that there are no alternative methods, materials or systems that would provide for comparable functions at reduced initial or life-time cost. The Contractor shall submit the results of each value engineering study, which will include a rollup of innovation projects to the COR.

F.15 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.16 Manpower Report

The Contractor shall provide a monthly Manpower Report under the Basic Contract. The Manpower Report must be provided in Microsoft Excel format and easily sorted to identify manpower resources at the IDIQ-level delineated by TO. This report furnishes a list of detailed information for all personnel supporting all tasks. The Manpower Report is due no later than the 15th of each calendar month. The information required is as follows:

- a. Employee Full Name (Last Name, First Name, Middle Initial)
- b. TO(s) assigned (if more than one, include column for the percent of time allocation for each effort)
- c. TO Labor Category/Position Name
- d. Position Status (e.g., vacant, onboard, pending onboarding, dissociated)
- e. Organizational Information
 1. Company of employment
 2. Prime/Subcontractor status
 3. Organization supported at the Bureau/Office level

4. Project(s) supporting
 5. Work Location
 6. Work Schedule (e.g., Monday through Friday, 9:00 am to 5:00 pm)
 7. Approved telework status (e.g., approved-full time, approved-situational, pending, not allowed)
 8. DoS Email
- f. Clearance information (if applicable)
 - a. Clearance level
 - b. Background Investigation Status
 - g. Date Disassociated from Contract (applicable to contractor employees no longer supporting the Basic Contract)
 - h. Badge Information:
 1. Badge number
 2. Badge Expiration Date
 3. Date Badge Returned to Government
 - i. Training completion dates including, but not limited to, the following:
 1. Annual Counterintelligence and Insider Threat Awareness Training for Cleared Americans
 2. Records Management for Everyone
 3. Mandatory Training for Classifiers and Users of National Security Information
 4. Cybersecurity Awareness
 5. Protecting Personally Identifiable Information

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Contract Administration

This contract will be administered as follows:

Contracting Officer:

To Be Entered Upon Award

U.S. Department of State, Office of Acquisitions Management

[<Email>@state.gov](mailto:ContractingOfficer@state.gov)

Contracting Officer's Representative (COR):

To Be Entered Upon Award

U.S. Department of State, Bureau of Information Resource Management,
IT Acquisitions Office, Contract Management Division

[<Email>@state.gov](mailto:ContractingOfficerCOR@state.gov)

Note: Names above are subject to change.

IRM EVOLVE Program Manager:

Ms. Kimberly Baltimore

U.S. Department of State, Bureau of Information Resource Management,
IT Acquisitions Office, Contract Management Division

BaltimoreKD@state.gov

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, as delineated herein.

G.1.1 Contracting Officer

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.

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.

The responsibilities of Evolve CORs will be in accordance with FAR 1.604.

- b. The responsibilities of the COR and any alternate CORs include, but are not limited to:
 - Recommending to the Contracting Officer deductions for payment for hours not worked
 - Advising the Contracting Officer of nonperformance or unsatisfactory performance
 - Advising the Contracting Officer of any factors that may cause delay in performance of work, and
 - Maintaining an accurate and current COR E-file accessible by the CO and IRM/BMP/ITA/CM at all times, and
 - Reviewing and approving invoices for payment.
- c. The COR, and any other representatives, 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.

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 Evolve contract. The Program Manager is responsible for overall contract performance and shall not serve in any other capacity under this contract.

G.2 Special Contract Administration Responsibilities

Each program office utilizing Evolve has the primary responsibility of working in concert with the Evolve TO Contracting Officer and the IT Acquisitions Office, Contract Management Division (IRM/BMP/ITA/CM) to perform the administration of any order it places with the Contractor.

G.3 Technical Direction

Contract performance shall be subject to technical instructions, whether oral or written, issued by the COR assigned to the TO. Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to:

- a. Assign additional work or reduce work under the contract.
- b. Direct a change as defined in the applicable “Changes” clause of this contract.
- c. Increase or decrease the contract price or estimated contract amount, as applicable, the level of effort, or the time required for contract performance.
- d. Change any of the terms, conditions, or specifications of the contract.

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 one (1) business day 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, or a modification is issued.

Nothing in this section shall be construed to excuse the Contractor from performing that portion of the contractual work statement that is not affected by the disputed technical instruction.

G.4 Small Business Considerations for Task Orders

G.4.1 The Rule of 2 Analysis

All TOs will be set-aside for small businesses so long as the “rule of 2” is met, in accordance with FAR 19.502-2:

The Rule of 2 requires contracting officers to set-aside any acquisition over the simplified acquisition threshold for small business participation when there is a reasonable expectation that (1) offers will be obtained from at least two responsible small business concerns and (2) the award will be made at fair market prices.

G.4.2 Automatic Small Business Set-Asides

For functional categories including small businesses, any TO requirement that meets all of the following criteria shall be automatically set-aside for small business concerns:

- a. The estimated total contract value is less than \$5M, and
- b. The scope of work supports only one program office.

The automatic set-aside does not replace or remove the use of the “rule of 2” and does not otherwise restrict small business participation from requirements outside of the criteria above.

G.4.3 Small Business Size and Socio-Economic Recertification

IAW FAR Clause 52.219-28, all small business prime contract holders shall re-represent their size and socio-economic status upon contract year 5 (and every year thereafter) prior to the exercise of each option.

G.5 Task Order Requests for Quotation (RFQs)

The TO(s) will be the vehicle through which contract performance will occur. For each contemplated TO, the Contracting Officer will issue a written RFQ. See the Evolve Ordering Guide at J-24 for more information. RFQs will generally include:

- a. Tracking or reference number
- b. The functional category under which the requirement will be competed.
- c. Description of the required products, services, and deliverables
- d. TO type(s) (e.g., firm-fixed-price, time and materials, labor hours, hybrid)
- e. Place of performance
- f. Period of performance
- g. Language requirements
- h. Due date and time for proposal submission
- i. Any additional instructions for proposal submission not contained in this section
- j. Any other information deemed appropriate by the Contracting Officer (including Section 508 requirements)
- k. Basis upon which the award selection will be made

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

Volumetric data, ticket data and scope of work details will be shared to the maximum extent practicable when specific TOPRs are released.

G.7 Currency of Payments

All invoices under the contract shall be stated in U.S. dollars, and all payments will be made in U.S. dollars.

G.8 Invoicing and Payment Instructions

G.8.1 Department of State Invoice Instructions

The Contractor shall follow the below instructions for invoice payment, unless otherwise indicated in the individual TOs:

- a. Definitions. As used in these instructions:
- b. “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.

- c. 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.
- d. 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.
- e. The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.
- f. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

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

- 1. Name and Address of the Contractor
- 2. Unique Entity Identifier (UEI)
- 3. Date of invoice
- 4. 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.
- 5. Remittance Contact Information
- 6. Shipping Terms, Ship to Address
- 7. Payment Terms
- 8. Total Quantity of Items
- 9. Total Invoice Amount
- 10. Requisition Number, Contract Number and Order/Award Number, with modification number if applicable.
- 11. Order line-item number and information (see below instructions)

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:

- i. Description of the services rendered for each line item
 - ii. Line-Item Quantity
 - iii. Line-Item Unit Price
 - iv. Total Line-Item Invoicing Amount
 - v. Delivery Date
 - vi. Contract Line-Item Number (CLIN)
- g. Order/Award Line-Item Number if invoicing against a task or delivery order or Blanket Purchase Agreement (BPA)
- h. 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.
- i. 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.8.2 Expanded Invoice Instructions

To constitute a proper invoice, the Contractor shall provide the following:

- a. The invoice shall contain all information required in Sections G and I, including, when applicable, FAR 52.212-4 (Contract Terms and Conditions – Commercial Items) and DOSAR 652.232-70 [Payment Schedule and Invoice Submission (Fixed-Price)].
- b. The invoice shall include a listing of each service and supply according to the CLIN structure identified in the contract and TO.
- c. The electronic copy of invoice in IPP shall include in Microsoft Excel format an Excel Workbook containing a Summary Sheet as well as supporting Detail Sheets. The IPP attachments shall contain the Microsoft Excel Workbook as well as PDF files of all supporting documentation. IPP has file size limitations. Large invoices and attachments may be sent as a supplement to IPP via email as a zip file or other DOS-approved file format. Delivery of exceptionally large files shall be coordinated with the COR.
- d. 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.

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

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

Unless stipulated differently in the TO, the Contractor shall adhere to the following and show the requirements for the Detail Sheet(s):

- f. For fixed-price arrangements (i.e., TOs or line items in a TO) and *unless stipulated differently in the TO*, 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 TO period divided by the number of months in the TO period. For example, if a TO includes a base period of one year, the monthly apportionment during the base period shall be the awarded fixed price for the base period divided by 12 months.
- g. For all fixed-price arrangements, the Contractor shall submit evidence of Government inspection and acceptance of services and supplies required by the TO(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.
- h. 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. Requiring Office (e.g., IRM/OPS/MSO)
 2. Functional Category
 3. Task Order Number

4. CLIN
 5. Tower Name
 6. Cost Pool Name
 7. Work Breakdown Structure (WBS)
 8. Sub-CLIN
 9. Contract-specified labor category
 10. Internal labor category/employee title
 11. Name of employee
 12. Fixed fully loaded hourly labor rate
 13. Actual incurred hours
 14. Subtotal
- i. For each direct labor cost under arrangements when payment is made based on actual costs incurred (i.e., materials portion of time-and-materials arrangements, fixed-price with economic price adjustment type when payment adjustments based on actual costs of labor), the Contractor shall submit the following, as applicable:
1. Requiring Office (e.g., IRM/OPS/MSO)
 2. Functional Category
 3. TO Number
 4. CLIN
 5. Tower Name
 6. Cost Pool Name
 7. Work Breakdown Structure (WBS)
 8. Sub-CLIN
 9. Contract-specified labor category
 10. Internal labor category/employee title
 11. Name of employee
 12. Actual incurred unloaded hourly labor rate
 13. Actual incurred hours
 14. Pro-rata amount of the negotiated fixed indirect costs [reference FAR 52.212 - 4(i)(1)(ii)(D)(2), Alternate I (Contract Terms and Conditions – Commercial Items)]
 15. Subtotal
- j. For each other direct cost (ODC) under arrangements when payment is made based on actual costs incurred (i.e., materials portion of time-and-materials arrangements, fixed-price with economic price adjustment type when payment adjustments based on actual costs of material), the Contractor shall submit the following, as applicable:
1. Requiring Office (e.g., IRM/OPS/MSO)
 2. Functional Category

3. TO Number
 4. CLIN
 5. Tower Name
 6. Cost Pool Name
 7. Work Breakdown Structure (WBS)
 8. Sub-CLIN
 9. Description of the ODC
 10. Actual incurred unit cost
 11. Unit of measurement
 12. Actual incurred units
 13. Pro-rata amount of the negotiated fixed indirect costs [reference FAR 52.212-4(i)(1)(ii)(D)(2), Alternate I (Contract Terms and Conditions – Commercial Items)]
 14. Subtotal
- k. For travel costs under arrangements when payment is made based on actual costs incurred (i.e., materials portion of time-and-materials arrangements, fixed-price with economic price adjustment type when payment adjustments based on actual costs of material), 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:
1. Requiring Office (e.g., IRM/OPS/MSO)
 2. Functional Category
 3. TO Number
 4. CLIN
 5. Tower Name
 6. Cost Pool Name
 7. Sub-CLIN
 8. Contract-specified labor category
 9. Internal labor category
 10. Traveler name
 11. Title of traveler or relationship of traveler to Contractor
 12. Purpose of trip
 13. Dates of travel
 14. Number of days of travel
 15. Origin
 16. Destination
 17. Airfare or train fare
 18. Lodging cost per night
 19. Lodging per diem, as indicated in FTR, JTR, or DSSR

20. Meals and incidental expenses (M&IE) cost
 21. Meals and incidental expenses (M&IE) per diem, as indicated in FTR, JTR, or DSSR
 22. Ground transportation cost per day
 23. Parking cost per day
 24. Tolls cost per day
 25. Subtotal
- l. The Contractor shall note that, pursuant to FAR 31.205-46(a)(1) (Travel Costs), the Contractor's costs for lodging, and meals and incidental expenses shall 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.
 - m. 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 (i.e., materials portion of time-and-materials arrangements, fixed-price with economic price adjustment type when payment adjustments based on actual costs of labor or material), the Contractor shall attach, as applicable, the following documentation to each invoice:
 1. Evidence of Government inspection and acceptance of services and supplies required by the TO. 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.
 2. Individual time sheets for employees billed directly, signed electronically or physically by the employee and the employee's supervisor, to support the number of hours worked for the invoice period. The total of all hours worked from the time sheets must match or exceed the summary of hours on the invoice.
 3. For the initial billing of each given employee, submit a copy (in English, and if applicable, the native language of the source country labor supply) of the employer/employee agreement, showing the negotiated annual salary and/or negotiated hourly labor rate.
 4. Copy of payroll record for any employee who performed additional hours. Payroll record must show that the Contractor's payment for each additional hour shall be, at a minimum, at the regular hourly labor rate that the employee actually receives for normal workweek performance.
 5. Unless otherwise stated in this contract or the given TO, invoices claiming reimbursement for ODCs ordered through subcontractors/vendors shall include copies of receipts showing payment to the respective subcontractors/vendors.
 6. Travel expense reports and consultant invoices. On each Travel Expense Report (TER) and on each consultant invoice:

- i. 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.”
 - ii. The employee or consultant shall manually sign, or digitally sign with a digitally certified signature, the TER and consultant invoice.
7. The first invoice on which travel costs appear under a given TO shall include a copy of the Contractor’s established travel policy.
8. 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 TO 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.
9. The first invoice for each TO 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).
10. 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 TO) in which an employee is billed shall include a copy of the employer/employee agreement.
11. The first invoice for each TO 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).
12. The first invoice for each TO 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 TO.
13. Invoices claiming reimbursement for DBA Insurance costs shall include copies of the invoice from and evidence of payment to the DBA Insurance carrier.
14. The Contractor shall submit evidence that it determined its actual incurred ODCs and costs for materials [as defined in FAR 16.601(a) (Time-and-Materials Contracts)] to be fair and reasonable.

- n. 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.
- o. The United States Dollar (USD) is the currency for all values, rates, costs, prices, etc., specified in this contract, its resultant TOs, and all related documents.
- p. The Contractor shall make every effort to submit original invoices within 30 calendar days after the end of each given invoice period.
- q. Any invoice or voucher, other than the completion invoice referenced in FAR 52.212-4(i)(6)(viii) (Contract Terms and Conditions–Commercial Items, Alternate I), 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 contract 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.
- r. The completion invoice referenced in FAR 52.212-4(i)(6)(viii) (Contract Terms and Conditions–Commercial Items, Alternate I) 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 contract.
- s. 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.
- t. 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.
- u. 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.9 Non-Payment for Unauthorized Work

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

G.10 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.11 Changes to Proposed Named Entities

Teaming is not allowed under Evolve without advance Government consent. Contractors are required to immediately notify the CO and COR of any changes to their proposed business relationships (named entities or relationships) under Evolve. Contractors shall submit proposed changes to their originally proposed group for Government pre-approval. If the Government becomes aware that one or more of the parties to the originally proposed named entities, mentor-protégé arrangement joint venture (or other) have changed, the Government reserves the right to deny the Contractor the opportunity to be considered for future TO requirements under FAR 16.505 (Ordering).

(End of Section G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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.

Table H1: Section H Clauses Incorporated by Reference

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

H.1 Authorized Users

This Department-Wide Acquisition Contract is available for the use by the Department of State.

Only designated A/OPE/AQM Evolve contracting officers may issue TOs or delivery orders under Evolve.

H.2 Acquisition, Purchasing and Leasing

H.2.1 Hardware and Software Acquisition

Evolve is a “Solutions Based Contract.” The Government anticipates that most of the TOs awarded under this contract will be for professional services. However, the contract is structured to permit purchase of a full range of electronic and information technology solutions, including hardware, software, bandwidth, and products necessary to implement these solutions, or for standalone hardware requirements.

Proposals submitted in response to individual TOs shall clearly identify and include supporting documentation, i.e., vendor quote, price list, etc. for any hardware, software or other products included as part of the Contractor’s proposal. Hardware, software, or other products requiring registration of ownership at time of purchase shall be registered in the name of the Government, unless otherwise specified in the TO. Unless otherwise indicated, acceptance of a TO proposal resulting in issuance of a TO constitutes authorization to provide the proposed solution, including the hardware, software, bandwidth, or other products proposed.

Some Department hardware and software purchases are subject to IRM mandatory source/enterprise solution rules and requirements. The Government may require Contractor solutions that include specific models of hardware/software/bandwidth such as desktop computers, notebooks and monitors qualified through the Government IT Management (GITM) program or other required programs. Specific requirements will be properly justified and clearly identified in RFQs. Hardware and software normally subject to IRM sourcing requirements may not be purchased under Evolve if doing so would constitute circumvention of IRM’s sourcing requirements.

H.2.2 Materials

Payment of materials will be determined at the TO level.

H.2.3 Leasing

The Government contemplates leases of the following types: lease to ownership; lease with an option to purchase; and straight lease IT equipment. All leases may include integrated installation and warranty. Lease versus buy analysis, leasing terms and conditions and associated lease documentation will be established as necessary at the TO level.

If Government awards a TO for leased equipment it contemplates the use of the equipment for the entire term of the lease identified (“Lease Term”). However, the Lease Term of the lease agreement is from the date of acceptance of the equipment through September 30 of the fiscal year in which the TO is placed. Acceptance shall be defined in each TO. The lease, LTO or LTOP does not require, and should not be interpreted as requiring, either party to take any action or perform any covenant that is contrary to the Anti-Deficiency Act or other federal law. Accordingly, any TO for leased equipment shall not be deemed to obligate succeeding fiscal years or otherwise commit the Government to continue performance beyond the current Government fiscal year. Leases shall not exceed the TO period of performance.

H.2.4 Travel (Including Foreign Travel)

The contract shall include requirements for international travel (e.g., Defense Base Act insurance), to include for travel to contingency operation locations (e.g., Use of Synchronized Pre-Deployment Personal Tracker (SPOT)). The Contractor shall be required to obtain COR approval prior to any international travel.

H.2.5 Government Furnished Equipment (GFE), Government Furnished Property (GFP), Government Furnished Information (GFI)

The Contractor will be liable for DoS property in its possession unless the TO provides otherwise. Government-Furnished Property (GFP) and Contractor-Acquired Property will be subject to the policies of FAR part 45. This property includes furniture and computer hardware and software. Government-Furnished Materials (GFM) may be consumed by the Contractor while performing the TO (e.g., office supplies, etc.). The Contractor must have a property management system suitable for inventory and accountability to cover any GFP.

The Government may provide the items listed below as necessary for the Contractor to fulfill the tasks described in TO statements of work.

Government Furnished Property (GFP). The Government may provide hardware and/or software requiring technical analysis, evaluation, verification, or study in support of a specific task. Such GFP will be specified in individual TOs. GFP provided to the Contractor in support of individual TOs shall be tracked through applicable procedures provided by the TO CO in accordance with the FAR. Property shall be accounted for and marked accordingly for identification and tracking

purposes with the Contract Number, TO Number, Name of Resource assigned the equipment, Serial Number, and other information as required by the TO CO. The Government does not intend to provide hardware/software equipment required to accomplish day-to-day work requirements in support of the overall contract-level effort. All GFP shall be returned to the Government at the completion of each TO unless otherwise specified.

Government Furnished Information (GFI). The Government may provide information (e.g., technical data, applicable documents, plans, regulations, specifications, etc.) in support of a specific task. Such GFI will be specified in individual TOs.

Government-Furnished Workspace. Government Furnished workspace will be specified in individual TOs.

H.2.6 Contractor Acquired Property.

The Government may require a Contractor to purchase property on behalf of the US Government in the performance of this contract as provided in individual TOs. If progress payments are authorized under a TO for the Contractor-acquired property, the Contractor is required to provide the Government with receipts (proof of purchase) and to execute transfer of ownership to the Government at time of invoice in order to receive approval for payment. If the Contractor will store Contractor-acquired government property at non-government facilities for any period of time, the Contractor certifies that it will bear any storage, climate control, Contractor-caused freight or shipping (not directed by the Government) or other costs otherwise required to maintain and return the equipment purchased in good working order.

H.2.7 Disposition of Government Property

Thirty (30) calendar days prior to the end of the TO period of performance, or upon termination of the contract, the Contractor shall furnish to the TO COR a complete inventory of all Government Property in their possession under this contract that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The TO COR will furnish disposition instructions on all listed property which was furnished or purchased under this contract.

H.2.8 Performance-Based Services Contracting (PBSC)

Through the direction of the Office of Management and Budget (OMB) Office of Federal Procurement Policy (OFPP), performance-based contracting techniques will be applied to TOs issued under this contract to the maximum extent practicable.” For information about PBSC, refer to OFPP’s Best Practices Handbook.

PBSC TOs must include at a minimum:

- a. Performance requirements that define the work in measurable, mission-related terms
- b. Performance standards (i.e., quality, quantity, timeliness) tied to the performance requirements

- c. A Government Quality Assurance Surveillance Plan (QASP) [for the standard QASP, see Attachment J-6 Standard Quality Assurance Plan (QASP)] for or other suitable plan that describes how the Contractor's performance will be measured against the performance standards or service level agreements (SLAs), and
- d. If the acquisition is either critical to agency mission accomplishment or requires relatively large expenditures of funds, positive and negative incentives tied to the performance standards/SLAs.

H.3 Contractor Staffing Practices and Employee Conduct

H.3.1 Procurement Integrity, Nepotism Restriction for Staffing, Conflicts of Interest

The Government takes the potential for conflict of interest and Procurement Integrity seriously. The Contractor, by performing under this contract, agrees not to hire personnel at the express request or recommendation of Government Personnel outside of ITA/CM, the COR and CO.

The Contractor agrees to make the CO, COR, and ITA/CM aware of any hiring recommendation requests received from Government personnel for the life of this contract as soon as the Contractor is made aware of any such requests. In order to prevent actual conflict(s) of interest from occurring, the Government may require immediate replacement of a Contractor employee under this contract if there is the appearance of conflict of interest, either due to Procurement Integrity concerns or Nepotism concerns. The Contractor agrees to comply with such requests for replacement promptly. Only ITA/CM, the COR and CO may direct such a change, in writing (all parties must be copied on the correspondence).

Procurement Integrity and Employment

- a. After a person leaves federal service, [18 USC § 207](#) imposes certain post-employment restrictions that may limit the type of work that person can perform for their new employer for certain periods of time (See 5 CFR Part 2641). The PIA imposes additional restrictions for certain employees who participated in procurement work valued in excess of \$10 million.
- b. Lifetime Restrictions ([18 USC § 207](#)(a)(1)) apply if someone participated personally and substantially in any particular matter involving specific parties (grants, contracts, licenses, permits, applications, litigation, etc.). This lifetime ban is imposed on a former employee communicating with, or appearing before, any employee of the U.S., with an intent to influence that employee on behalf of any other person, on any particular matter involving specific parties where the U.S. is either a party or has a direct and substantial interest, and in which the former employee personally and substantially participated at any time while an officer or employee of the Department, Executive Branch, or an independent agency that is not a part of the legislative or judicial branches of government. The lifetime ban aims to prevent former Executive Branch employees who have participated in particular matters involving specific parties from "switching sides" and representing someone else on the same particular matter before the U.S.

- c. Two-Year Restrictions ([18 USC § 207\(a\)\(2\)](#)) apply for particular matters involving specific parties under the individual's official responsibility during their last year of Government service. This two-year ban is imposed for communicating with, or appearing before, any employee of the US, with an intent to influence that employee on behalf of any other person, on any particular matter involving specific parties in
- d. which the US is either a party or has a direct and substantial interest, and which was pending under their official responsibility during their last year of government service.
- e. One-Year Restrictions on Aiding and Advising ([18 USC § 207\(b\)](#)) apply to matters where the individual has participated personally and substantially during their last year of Government service. They may not aid or advise any entity concern concerning any ongoing trade, procurement, or treaty negotiation.
- f. There are additional laws that apply to former Senior Employees – Levels II through V of the Executive Schedule and those paid equal to or greater than 86.5% of the rate for level II of the Executive Schedule and Former Very Senior Employees (Level 1 of the Executive Schedule).
- g. One-Year Restriction on Communication with One's Former Agency ([18 USC § 207\(c\)](#)) – For one year after leaving senior service, no former "senior" employee may make, with the intent to influence, any communication to or appearance before the department or agency in which they served in the one-year period prior to termination from senior service.
- h. One-Year Restriction Relating to Foreign Entities ([18 USC § 207\(f\)](#)) – For one year after leaving Government service, a former senior employee may not knowingly aid, advise, or represent a foreign entity with the intent to influence the official actions of any employee of any US agency or department.
- i. Two-Year Restriction for Very Senior Employees ([18 USC § 207\(d\)](#)) – For two years after service in a very senior position, former Executive Level I employees and certain very senior employees in the Executive Office of the President are prohibited from making, with the intent to influence, any communication to or appearance before:
 - 1. Any individual appointed to an Executive Level position; or
 - 2. Any employee of a department or agency in which the former very senior employee served during their last year of Government service.
- j. In addition, and as a general matter, if an official's duties involve the procurement process, the PIA ([41 USC §§ 2101 – 2107](#)) may impose certain restrictions on their job search and employment after their departure. PIA prohibits an individual from releasing source selection and Contractor bid/proposal information. The limits are applicable at each state (seeking, negotiating, engaging in) of the post-government employment process. If an individual has/had access to such information, as a present or former employee of, or person acting on behalf of or advising, the US on a procurement, they are prohibited from disclosing this information before the award of the contract to which the information relates. They are also prohibited from knowingly obtaining this type of information before the award of the contract to which the information relates.

- k. Under PIA, an individual may not accept compensation from a Contractor within one year after serving as the procuring contracting officer, the source selection authority, a member of the source selection evaluation board or the chief of a financial or technical evaluation team for a procurement for a contract in excess of \$10 million awarded to that Contractor. This restriction also applies if they served as program manager, deputy program manager or administrative contracting officer for a contract over \$10 million. In addition, the restriction will apply if they made a decision to:
1. award a contract, modification, subcontract, TO or delivery order, in excess of \$10 million
 2. establish overhead or other rates applicable to a contract in excess of \$10 million, or
 3. approve issuance of a contract payment or payments in excess of \$10 million or pay or settle a claim in excess of \$10 million. ([48 CFR § 3.104-3\(d\)](#))

Note that this restriction can apply to decisions made after the award of the contract (which need not be competitively awarded). The restriction does not apply to accepting compensation from a division or affiliate of the Contractor that does not produce the same or similar product or service.

Additionally, all government employees are subject to additional disqualification and recusal requirements when seeking, negotiating, or entering into an arrangement for future employment. They will be subject to these additional restrictions regardless of whether they work for a Contractor after Government service, and these restrictions may apply even if they did not perform any of the functions designated by the PIA. It is suggested that individuals seek guidance from the agency Ethics attorneys to receive an opinion on their future employment prior to accepting any positions.

Nepotism

- a. In most cases of federal employment, nepotism is prohibited by law under [18 USC § 208](#), [5 USC § 2302\(b\)\(7\)](#), [5 USC § 3110](#) and [5 CFR § 2635.502](#). Federal law, at [5 USC § 3110](#), generally prohibits a federal official, including a Member of Congress from appointing, promoting, or recommending for appointment or promotion any “relative” of the official to any agency or department over which the official exercises authority or control.
- b. From [5 CFR § 2635](#), if a Contractor hires a family member, it could bring issues of ethics, conflicts of interest or impartiality, resulting in disqualification or criminal penalties. [FAR 52.203-16](#), Preventing Personal Conflicts of Interest also applies if the Contractor employee is performing acquisition functions closely related to inherently governmental functions (IGF).

[§ 2635.402 Disqualifying financial interests.](#)

(a) Statutory prohibition. An employee is prohibited by criminal statute, [18 USC 208\(a\)](#), from participating personally and substantially in an official capacity in any particular

matter in which, to his knowledge, he or any person whose interests are imputed to him under this statute has a financial interest, if the particular matter will have a direct and predictable effect on that interest.

(2) Imputed interests. For purposes of 18 USC 208(a) and this subpart, the financial interests of the following persons will serve to disqualify an employee to the same extent as if they were the employee's own interests:

- (i) The employee's spouse
- (ii) The employee's minor child
- (iii) The employee's general partner
- (iv) An organization or entity which the employee serves as officer, director, trustee, general partner, or employee, and
- (v) A person with whom the employee is negotiating for or has an arrangement concerning prospective employment. (Employees who are seeking other employment should refer to and comply with the standards in subpart F of this part).

Subpart E - Impartiality in Performing Official Duties

§ 2635.501 Overview.

(a) This subpart contains two provisions intended to ensure that an employee takes appropriate steps to avoid an appearance of loss of impartiality in the performance of his official duties. Under § 2635.502, unless he receives prior authorization, an employee should not participate in a particular matter involving specific parties which he knows is likely to affect the financial interests of a member of his household, or in which he knows a person with whom he has a covered relationship [i.e., a person who is a member of the employee's household, or who is a relative with whom the employee has a close personal relationship] is or represents a party, if he determines that a reasonable person with knowledge of the relevant facts would question his impartiality in the matter. An employee who is concerned that other circumstances would raise a question regarding his impartiality should use the process described in § 2635.502 to determine whether he should or should not participate in a particular matter.

Employee Conflict of Interest and Non-Disclosure Agreements

At the TO level, Contractor employees may be required to complete the attachment found at J-31.

H.3.2 Standards of Conduct at Government Installations

- a. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is

also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones except as authorized.

- b. The Contracting Officer 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), IRM 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, and the COR, 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.
- c. 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 and the COR 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:
 - i. Neglect of duty, unsatisfactory performance, unreasonable delays, or failure to carry out assigned tasks
 - ii. Conducting personal affairs during official time
 - iii. Refusing to render assistance or cooperate in upholding the integrity of the objectives of this contract
 - iv. 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
 - v. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; Participation in disruptive activities that interfere with the normal efficient operations of the worksite
 - vi. 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)
 - vii. Selling, consuming or being under the influence of drugs, or other illegal substances which produce similar effects; Abuse of alcohol
 - viii. Improper use of credentials
 - ix. 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 country nationals, espionage or treason
 - x. Noncompliance with post security policy
 - xi. Unauthorized entry to any Government employee's office space, disturbing papers on other employee's desks, opening other employee's

desk drawers or cabinets, or using other employee's telephones except as authorized

- xii. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.3.3 Off Ramping/On-Ramping Procedures

The Government reserves the right to change the number of contracts under existing functional categories by utilizing “on-ramp” procedures specified below:

Off-Ramp Procedures

- a. The Department takes performance seriously and expects all Evolve contractors to perform at satisfactory or better levels throughout the life of the IDIQ. Less than satisfactory performance will be documented and a pattern of less than satisfactory performance may result in unexercised options and/or result in IDIQ contract cancellation.

On-Ramp Procedures

- b. It is in the Government's interest that an adequate number of Evolve Contractors remain eligible to compete for TOs over the entire period of performance. Recognizing this, the DOS reserves the right to periodically review the total number of Contractors participating in the Evolve ordering process and onboard additional Contractors if doing so is necessary to meet its acquisition goals.

This is a discretionary unilateral authority of the DOS. Evolve provides various onboarding methods after the initial contract awards are made, equipping DOS with efficient and effective flexibilities. These methods include, but are not limited to, the following.

- c. General Open Season or Targeted On-Ramping: DOS reserves the right to periodically review the need for and determine whether or not it is in the Government's interest to hold a general open season competitive solicitation to add Contractors to any or all functional categories.
- d. It is the Government's intention to hold on-ramp solicitations and will notify Evolve Contractors within 30 days of holding such solicitation(s).

H.4 Small Business Status

H.4.1 Graduation

If, upon recertification after contract year 5, a prime small business Contractor in good standing (good standing means performing at a level of "satisfactory" or better in all CPARS ratings areas) gains or has gained "other than small" status under the Evolve functional category primary NAICS code (see section H) since the previous review period, its contract will be moved to the "other than small" group of contracts within its functional category. "Other than small" businesses that have recertified and graduated from small business size status will then no longer be included in the small business group within the functional category and will not be eligible for automatic small business set-asides or the "rule of 2" analysis.

H.4.2 Parity of Opportunity

When a small Evolve prime Contractor graduates to "other than small" under its primary Evolve functional category NAICS code, a solicitation will be held to onboard two new small businesses in its place. This will ensure that Evolve continuously maintains parity of opportunity for small business awardees.

H.5 Advertisements, Publicizing Awards and News Releases

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity/ news release or commercial advertising without first obtaining explicit written consent to do so from the Evolve Program Manager with a cc: to the Contracting Officer. This restriction does not apply to marketing materials developed for presentation to potential government customers of this contract vehicle.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

H.6 Contractor Governance

H.6.1 Department of State Personal Identification Card Policy and Procedures- DOSAR 652.204-70

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 the clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities or information systems.

H.6.2 Subcontracting

The Contractor shall follow the requirements described in FAR 52.244-2 (Subcontracts) and FAR subpart 44.2 (Consent to Subcontract).

The subcontracting plan small business goals¹ for "other-than-small" businesses under this contract are based on DOS agency-wide small business goals. The Evolve small business subcontracting goals will be updated for all Contractors yearly to ensure continuous Contractor performance alignment with DOS goals.

A subcontractor, who is not a Prime Contractor, may deliver services as a subcontractor for one or more Contractors under IT Management (FC1), or as a subcontractor to one or more Contractors under functional categories (FCs 2-5). Due to OCI, there may be performance limitations between functional categories. Contractors will be notified by the Government if OCI analysis results indicate such a limitation.

H.6.3 Incorporation of Subcontracting Plan

The [insert Contractor name at contract award] subcontracting plan, dated [insert date at contract award], in response to the Evolve solicitation, and submitted in accordance with FAR 52.219-9 (Small Business Subcontracting Plan), is hereby approved and incorporated herein.

H.6.4 Associate Contractor Agreements

¹ Small business subcontracting goals apply to any work that is subcontracted out. For example, if \$100K is subcontracted, small business subcontracting goal requires that at least 42%, or \$42K of the subcontracting dollars must go to small business.

Within the first 30 days of TO award the Contractor shall provide a draft ACA to the Evolve CO, COR, and Program Manager for review and approval. An example is provided in Attachment J-7, Associate Contractor Agreement Sample.

Table H2 below will be populated once prime TO contract awardees are known

- a. The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, collected mission requirements, code, data, technical knowledge, expertise, and/or resources essential to the integration of the Evolve Program and individual TO objectives, software baselines, and components, which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate Contractors are listed in paragraph (g) below.
- b. ACAs shall include the following general information (See Attachment J-7 for format):
 1. Identify the associate Contractors and their relationships.
 2. Identify the program involved and the relevant Government contracts of the associate
 3. Contractors.
 4. Describe the associate Contractor interfaces by general subject matter.
 5. Specify the categories of information to be exchanged or support to be provided.
 6. Include the expiration date (or event) of the ACA.
 7. Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.
 8. Identify the process through which Contractors will ensure interoperability of processes and technology used under each TO. For example, ensuring that no tool can only be operated by one Contractor
- c. A copy of such agreement shall be provided to the awardees by the Government for review before execution of the document by the cooperating Contractors. All awardees need to collaborate on finalized ACA.
- d. The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate Contractor.
- e. Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.
- f. All costs associated with the agreements are included in the negotiated cost of this contract.

Agreements may be amended as required by the Government during the performance of this contract.

- g. The following Contractors are associate Contractors with whom agreements are required:

Table H2: Associate Contractors

Contractor	Address Program	Contract
<To be entered when known>		

H.6.5 Interrelationships of Contractors

The Government has entered into other contractual relationships in order to provide technical support services in the conduct of studies, analyses, engineering, and other activities separate from the work to be performed under this contract yet having links and interfaces to them. Further, the Government may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with such other Contractor(s) through the Task Manager in providing suitable, non-conflicting technical interfaces and in avoidance of duplication of effort. By suitable tasking, such other Contractor(s) may be requested to assist the Government in the technical review of the Contractor's technical efforts. Information on reports provided under this SOW may, at the discretion of the Government, be provided to such other Contractor(s) for the purpose of such review.

A Non-Disclosure Agreement (NDA), (Attachment J-8, Contractor Company Non-Disclosure Agreement), shall be signed by all Contractor companies on behalf of the company and its employees assigned to perform services under a TO prior to any work commencing on the TO.

H. Contractor Personnel

H.6.7.1 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 contract/TO.

The Contractor's Program Manager, <Name>, is designated as key, and may only be replaced with the approval of the Evolve 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:

- d. Personnel identified in the TO Proposal as key individuals to be assigned for participation in the performance of the TO

- e. Personnel whose resumes were submitted with the TO Proposal; or
- f. Individuals who are designated as key personnel by agreement of the Government and the Contractor during TO negotiations.

H.6.7.2 Substitution of Key Personnel

The Contractor shall notify the TO CO and the TO COR prior to making any changes in TO Key Personnel. No changes in TO Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the TO Key Personnel being replaced. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The TO CO shall be notified in writing of any proposed substitution at least forty-five (45) days, or 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 TO CO to enable him/her to make a key personnel replacement determination

The Evolve Program Manager and the contract level CO will evaluate substitutions at the contract level and the TO CO and TO COR will 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.6.7.3 Information Technology Accessibility for Persons with Disabilities

All services and Electronic Information Technology (EIT) delivered as result of orders placed under this contract shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. Information about the Section 508 Electronic and Information Technology Accessibility Standards may be obtained via the Web at the following URL: www.Section508.gov.

H.7 TO Award Process

H.7.1 Ordering Guide

The Government will solicit, evaluate, and award TOs pursuant to the procedures described in FAR 16.505 (Ordering), including the fair opportunity process unless an exception applies. For full ordering procedures, see attachment J-24 for the Draft Evolve Ordering Guide.

Attachment J-24 “Draft Evolve Ordering Guide” will be finalized at contract award and used to administer all Evolve contracts.

H.7.2 Notice of Intranet Posting of Awards

DOS intends to electronically post the Evolve contracts, including fully burdened labor rates, to the DOS internal web site. This does not include Contractor proposals, or any other proprietary information provided by Contractors relevant to TO performance or by Offerors in response to the Evolve solicitation. Posting of the contract documents and associated modifications via the Intranet is in the best interest of the Government as well as the Contractors. It will allow Contractors to direct future customers to the site to view labor categories and rates as they develop their proposals in preparation of proposed TOs.

H.7.3 Eventual On-Line Proposal and Ordering Capability

DOS plans to establish an Intranet portal for the purpose of electronic and paperless TO processing. The Contractor will be required to support the electronic information requirements of the portal. The processing procedures and information requirements will be written into the contract at the time such capability is implemented. All contract deliverables and contract documentation will be centrally stored and maintained in the IRM/BMP/ITA/CM electronic contract portal.

H.7.4 Post Award Conference

The Contractor shall participate in a post award conference that will be held within ten (10) business days after contract award. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems [See FAR subpart 42.5 (Post award Orientation)].

The CO is responsible for establishing the time and place of the conference and will notify the appropriate Government representatives and the Contractors. The Evolve Program Manager will designate or act as the chairperson at the conference. The chairperson of the conference shall conduct the meeting.

The conference may be conducted at a location within the Washington DC commuting area or completely online at the Government’s discretion.

The Contractor further agrees to attend post award conferences on TOs as required. The TO post award conferences will establish work level points of contact for the TO, determine the TO administration strategy, roles and responsibilities and ensure prompt payment and TO close out.

H.7.5 Meetings/Conferences

Pre-award meetings or conferences may be necessary to resolve problems and to facilitate understanding of the technical requirements of the contract or TOs.

H.8 Earned Value Management

The following applies to projects managed at the TO level. Additional details on EVMS requirements may be documented within the specific TOs.

In accordance with OMB Circular A-11, the Government will use Earned Value Management (EVM) to monitor tasks under Evolve. The Contractor shall provide EVM that meets the criteria as defined in the current American National Standards Institute/Electronic Industries Alliance (ANSI/EIA) Standard 748-2002, Earned Value Management Systems.

For TOs that require the use of Earned Value Management (EVM), the Contractor shall abide by 5 FAM 680, the ANSI/EIA-748-D Intent Guide, and American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems, latest revision to provide Control Account Plans and Earned Value Reports to designated Government and Contract program management staff for verification and validation purposes. For TOs and projects using Agile methodologies, specific guidance can be found in the NDIA Industry Practice Guide for Agile on Earned Value Management Programs.

- a. If an Earned Value Management System (EVMS) certification is required on an Evolve TO, the Contractor shall develop a compliance map to the guidelines in the ANSI/EIA-748-D Intent Guide.

The Government anticipates the Contractor's EVM system to feed data to a Government-owned system, once available. The Contractor must provide accurate data to the Government and reconcile output provided to the Contractor from the government system. The Government's EVM system is the primary system, and the Contractor is required to directly participate by providing data into the Government's EVMS.

- b. In the absence of a Government-owned EVMS, the Contractor shall use an earned value management system (EVMS) that complies with the criteria provided in ANSI/EIA-748, as described above, appropriately tailored to the TO and has been self-verified. If at any time during performance of the self-verification is determined to be defective, the Contractor shall correct the defect at no additional cost to the Government.
- c. For TOs that require EVM, Contractor and subcontractor participation is mandatory. The Contractor shall provide EVMS reports that include but are not limited to:
 1. Using "Milestones Percentage Completed" as the predominant Earned Value methodology, and using a Work Breakdown Structure (WBS) jointly approved by the Government and the Contractor
 2. Providing, for each project, Project Plans that adhere to the Information Resource Management (IRM) Project Plan Template and including a detailed schedule with milestones
 3. Providing, for each WBS element, Control Account Plans (CAP) that follow IRM/BMP/ITA CAP Template and estimating the control account's planned resources, hours, materials, and milestones

4. Providing a monthly status of all planned milestones with a variance analysis that reports the Cause, Impact and Corrective Action for all variances that are projected to reach or go beyond IRM's current EVMS thresholds (i.e., currently +/- 5%). The document shall follow IRM/BMP/ITA Milestone Status Template
 5. Recording time spent on DOS tasks daily into IRM/BMP/ITA time tracking system, once available, to determine the effort (labor hours) spent on each WBS element. All Contractors must "lock" the timecards (submit for Control Account Manager approval) twice a month to enable IRM/BMP/ITA to generate monthly EVM reports, including the Cost Performance Report (CPR)
 6. Providing a schedule of performance-based payments by task and task/delivery order and report the actual payment amounts as incurred
 7. Providing all needed EVM data – to include labor hours, milestones, material costs, other direct costs (ODCs), and performance-based payment data – by the third business day of the month to facilitate monthly EVM report generation
 8. Providing, for Cost or Time and Material Contracts, billable rates to facilitate EVM report generation, and
 9. Ensuring that all of the Contractor's subcontractors comply with the EVMS requirements of the task/delivery order.
- d. The Government requires integrated baseline reviews. Such reviews shall be scheduled as early as practicable and should be conducted within 60 calendar days after (1) TO award, (2) the exercise of significant TO options, or (3) the incorporation of major modifications. The objective of the integrated baseline review is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.
 - e. The Contractor shall provide the Contract Performance Report in accordance with the requirements of the TO.
 - f. The Contractor shall provide an Integrated Master Schedule as part of each EVMS report.
 - g. The Contractor agrees to provide access to all pertinent records and data requested by the TO Contracting Officer, IRM/BMP/ITA, or duly authorized representative to validate and verify the accuracy and completeness of the EVMS data.

H.9 Security Requirements

All of the IRM TOs across each of the Functional Categories will require a TS facility clearance.

H.9.1 Overall Security Requirements

- a. A facility security clearance (FCL) at the Top Secret level is required for contract performance in accordance with the attached DD Form 254 (Attachment J-23), Department of Defense Contract Security Classification Specification.

- 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 the attached DD Form 254 (Attachment J-23), 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 (NISPOM) (32 CFR Part 117).

H.9.2 Facility and Personnel Security Requirements

- a. The Offeror must possess, at a minimum, a FINAL SECRET facility security clearance level (FCL) at time of offer submission. Eligibility for TO award and performance under Evolve requires the Offeror to possess a TOP SECRET FCL issued by Defense Counterintelligence and Security Agency (DCSA). The successful Offeror(s) must ultimately possess a TOP SECRET FCL issued by DCSA for TO contract performance. As contract performance is contingent upon issuance of a TOP SECRET FCL, it is imperative that the Offeror cooperate with all requirements imposed by DCSA. If the Offeror does not obtain the requisite FCL, the Government reserves the right to award to the next qualified Offeror. Other than U.S. Government sponsorship for the FCL, the U. S. Department of State assumes no responsibility for clearance processing.
- b. The prime Offeror (with the exception of Joint Ventures – see below) must submit a valid proof of an FCL at the FINAL SECRET or higher level. Offerors shall provide a National Industrial Security System (NISS) facility verification notification as evidence of the Offeror's FCL. Offeror(s) without proof of an active SECRET FCL or higher will be eliminated from competition. With regard to Joint Ventures (JV) at least one of the partners comprising the JV must possess a FINAL SECRET or higher FCL to bid on this procurement. The JV shall provide a National Industrial Security System (NISS) facility verification notification as evidence of the FCL for the cleared JV partner(s). Should the JV be selected for award, the Department of State will sponsor the JV for the TS FCL if the JV itself does not carry the TS FCL. The JV must obtain the TOP SECRET FCL prior to contract performance.
- c. Personnel performing under this contract shall be U.S. citizens with a security clearance at the SECRET or TOP SECRET level. Designated personnel, if required by their position/assignment, will be required to be deemed eligible for access to Sensitive Compartmented Information (SCI).

H.9.3 Information Assurance (IA)

Information Assurance (IA) capabilities and actions protect and defend network availability, protect data integrity, and provide the ability to implement effective computer network defense. As stipulated in individual Orders, the Contractor will provide cost effective, timely and proactive IA measures and controls including any required documentation. Corrective actions will be established and implemented to mitigate risks before exploitation and to protect against vulnerabilities and threats once they have been identified. Innovative approaches and best business practices are to be established and utilized for information system security.

The Contractor will comply with DOS information assurance requirements. These requirements may include but are not limited to: personnel security clearances/background checks; operations- security risk assessments, vulnerability of management processes and plans; and installation / configuration of IA compliance documentation; and defense of the environment--including hardware and software, networks, and supporting infrastructure, as dictated by the nature of the information (classified/unclassified) and associated risk.

The Contractor must report Foreign Interests at the prime and subcontract levels as required by the TO. The Contractor must provide access to the Contractor's facilities, personnel, and documents for the purposes of audit or inspection by an authorized Inspector General (IG) or designated security certification activity to ensure appropriate IA practices are in place. Contractor facilitates housing Government Systems or data might require Security Assessment and an ATO (authority to operate).

H.9.4 IT Security Considerations

IT Security, often referred to as cybersecurity, is the body of technologies, processes and practices designed to protect networks, computers, programs and data from attack, damage, or unauthorized access. Examples of IT Security services include, but are not limited to:

- a. Continuous Diagnostics and Mitigation
- b. Continuous Security Monitoring Services
- c. Identity Management and Access Management
- d. Information Assurance
- e. Intrusion Detection
- f. IT Disaster Recovery Services
- g. IT Security Incident Response
- h. Network Security Monitoring
- i. Security Assessment Services / Vulnerability Analysis Services
- j. ATO status and the Authorization and Accreditation of Systems
- k. Asset Inventory and Management
- l. Overall IT Security posture of the Agency from the network and applications to the end points.

Contractors will be subject to IT security standards, policies, reporting requirements, and government-wide laws or regulations applicable to the protection of government-wide information security, as listed in Section C.1.4 Cybersecurity and as referenced throughout this document.

H.9.5 Additional Cybersecurity and Supply Chain Risk Management (SCRM) Requirements

Cybersecurity and SCRM are dynamic areas with developing regulations and requirements as evidenced by Executive Order 14028, and recent updates to National Institute of Standards and Technology (NIST) Special Publication (SP) 800-161 Revision 1 Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations and NIST 800-218 Secure Software Development. It is important for the vehicle to remain relevant in light of changing requirements (see Section C.1.4 Cybersecurity).

As FAR clauses are published as a result of the May 12th EO on Cybersecurity, they will be incorporated into the IDIQ.

H.9.6 Certifications

DOS reserves the right to survey and assess Evolve awardees from time-to-time in order to identify and to publicly list each industry partner's ISO certifications, such as, but not limited to, International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27010:2015, ISO/IEC 20243, ISO/IEC 27000, ISO/IEC 27036 and ISO 9001:2015.

Evolve TO competitions may be restricted by designation of an applicable Cybersecurity Maturity Model Certification (CMMC) level and / or ISO certification, such as, but not limited to, ISO/IEC 27010:2015, ISO/IEC 20243, ISO/IEC 27000, ISO/IEC 27036, and ISO 9001:2015.

DOS reserves the right to require CMMC Level 1 certification as mandatory to be considered for an Evolve option as well as for any general Open Season or targeted onboarding opportunities.

H.10 Bill of Materials (BOM)

H.10.1 Software Bill of Materials (SBOM)

At the Task Order Level, the Contractor shall be required to provide a software bill of materials (SBOM) in an industry standard format (SPDX, Cyclone-DX or SWID or similar), in line with the EO 14028 on Cybersecurity on May 12, 2021. The SBOM is the formal record containing the details and supply chain relationships of various components used in building software. The SBOM shall meet at minimum the minimum standards outlined in the Department of Commerce minimum elements dated July 12, 2021.

https://www.ntia.gov/files/ntia/publications/sbom_minimum_elements_report.pdf

Whenever possible the original supplier of the product shall provide the SBOM data. The Contractor shall facilitate and triage the response to vulnerabilities reported through the SBOM and if necessary, facilitate discussions between the original software manufacturer and the

government. Software is defined as any application, firmware, middleware, or operating system and includes open source, re-purposed products.

H.10.2 Hardware Bill of Materials (HBOM)

The Contractor shall be required to provide a hardware bill of materials (HBOM) in an industry standard format for all hardware purchases external to the Department's Government GITM program. Whenever possible, the original supplier of the product shall provide the HBOM data. The Contractor shall facilitate and triage the response to vulnerabilities reported through the HBOM and if necessary, facilitate discussions between the original software manufacturer and the Government.

H.10.3 Information Sharing

All BOM data for hardware and software will be shared with DOS internal security and may be shared with tool solution providers for the purpose of mapping against known vulnerabilities.

H.10.4 Vulnerability Reporting Requirements

The Contractor is required to notify DOS of any system vulnerabilities immediately and within three days they shall provide DOS a report using a Vulnerability Exploitability eXchange (VEX). VEX allows the Contractor to assert the status of specific vulnerabilities in a particular product allowing the Contractor and DOS to focus on vulnerabilities that pose the most immediate risk, while not investing time in searching for or patching vulnerabilities that are not exploitable and therefore have no impact.

H.10.5 BOM Transition Requirements

At the completion of the contract a fully functional BOM for hardware and software and all related data shall be turned over to the government and if applicable to the successor Contractor at no additional cost.

H.10.6 DOS Policy

Standardization of best practices and compliance with current DOS policy will be a primary focus of Evolve. TOs for IT-Services under Evolve will be accordance with DOS policy found in 5 FAM for IT-projects and major systems acquisitions as applicable.

H.11 Overseas Service Delivery

H.11.1 Overseas Logistics

TOs under this contract may require work overseas in areas of combat operations per FAR 25.302 (Contractors Performing Private Security Functions outside the United States) and overseas work at any of the embassies and consulates of the DOS.

TOs issued for IT service support overseas will detail the support the post will provide if any. Unless otherwise stated, Contractors shall not assume that:

- a. They can utilize pouch and for shipping equipment unless it is explicitly stated at the TO level
- b. Post will assist them with obtaining proper visas and business licenses
- c. Post will assist them with Medivac or immunizations of employees
- d. The embassy or post will process VAT reimbursements (if applicable)
- e. Invoices can be in local currency, and
- f. The embassy will assist them in understanding any local labor laws.

H.11.2 Support in Foreign Languages

Contractor employees shall meet the language requirements identified in the position description of the applicable labor category. When a particular language is identified as a requirement in a position description, both verbal and written fluency is required.

The Contractor shall provide proof of language certification when submitting resumes. Language proficiency certifications will generally follow the criteria established in 3 FAH-2H-400. Language testing shall be accomplished through the U.S. Embassy approved providers. Should an out of country candidate not be able to complete the required testing through the approved testing provider, other facilities and proficiency tests may be approved by the COR. All testing fees shall be paid by the Contractor.

H.11.3 Host Nation Laws

The Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and a proposed resolution. Unless otherwise directed by the CO, the Contractor shall comply with the more stringent of the requirements of such laws, regulations, and orders of the contract.

H.11.4 Applicable Import and Export Laws

The Contractor shall comply with all U.S. import and export control laws and regulations, including but not limited to, the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract.

H.12 Additional Terms

The Government reserves the right to include additional terms and conditions (including FAR and DOSAR clauses and provisions) at the TO level. These additional terms and conditions may address requirements unique to each TO. Instances in which additional terms and conditions may be incorporated include, but are not limited to:

- a. Provision of government-furnished property and data
- b. Value Added Tax (VAT) requirements based on host-country regulations
- c. Specify additional delivery and inspection/acceptance terms
- d. Addition of new or revised labor categories
- e. Additional security / site access requirements, and
- f. Inclusion of Service Contract Labor Standards and prevailing wage determination(s).
- g. H.5.9.13 Data
- h. H.5.9.13.1 Data Rights Clause Applicability
- i. Unless otherwise stated at the TO level FAR 52. 227-14 Rights in Data General applies to all TOs.
- j. H.13 Data Standards

Master Reference Data (MRD) will improve Department data quality, for this reason at the TO level the Contractor shall use MRD standards in all services and capabilities, where applicable.

If specific required MRD standard(s) is/are not up to date at the time of award, the Offeror will submit requested changes to M/SS/CfA to prioritize an update of the standard(s). If the M/SS/CfA has not updated the MRD after onboarding of personnel is completed the Contractor may request a waiver from the Evolve Program Manager.

H.13.1 Access to Data Information - as applicable at the TO level the Contractor shall:

- a. Publish services and assets, including relevant metadata, to a data inventory and data catalog.
 1. Publication mandate include:
 - Source data, including 3rd party
 - Comingled data, if permitted under existing data sharing agreements
 - Derived data
 - Derived analyses
 2. If access must be restricted, then justification must be provided so that it does not get published to the catalog. All assets will still be published to the inventory, which would document the existence of, and metadata related to the asset as required by 44 U.S.C. 3511. The data inventory and catalog are available through Data State and publication requests should be submitted to M/SS/CfA.

- b. Make databases able to facilitate direct API access from other data systems in the Department in order to further interoperability and allow for enterprise analytics.
- c. Ensure Department-approved security protocols are incorporated using existing infrastructure and/or by leveraging common data storage and analytics infrastructure.
- d. Publish an architecture diagram to Department stakeholders depicting alignment with existing Department architecture. If architecture changes, an updated diagram must be provided within 30 days.

H.13.2 Data Transition - If the Contractor leverages off-prem architecture, they must have a data migration plan which should be executed to ensure data can remain with the Department. Hosting and management of Federal data must adhere to all applicable Federal laws and regulations to include the FAR, Privacy Act provisions (Subparts 24.1 and 24.2) and specified contract clauses (Parts 52.224-1 and 52.224-2) as appropriate. Service providers hosting, maintaining and operation systems and data on behalf of the Federal Government shall comply with the standards and requirements outlined in the Presidents Executive Order 14028.

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

FAR Clause	Title	Date
52.202-1	Definitions	Jun 2020
52.203-3	Gratuities	Apr 1984
52.203-6 Alt I	Restrictions on Subcontractor Sales to the Government	Nov 2021
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
52.203-14	Display of Hotline Poster(s)	Nov 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Jun 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-2	Security Requirements	Aug 1996

FAR Clause	Title	Date
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	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
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Nov 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Nov 2021
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Nov 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Oct 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.210-1	Market Research.	Nov 2021
52.211-11	Liquidated Damages-Supplies, Services, or Research and Development	Sep 2000
52.215-2	Audit and Records-Negotiation	Jun 2020
52.215-2	Alternate I	Mar 2009
52.215-8	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-9	Changes or Additions to Make-or-Buy Program	Oct 1997
52.215-23	Limitations on Pass-Through Charges	Jun 2020
52.216-4	Economic Price Adjustment-Labor and Material	Jan 2017
52.216-5	Price Redetermination-Prospective	Jan 2022
52.216-6	Price Redetermination-Retroactive	Jan 2022

FAR Clause	Title	Date
52.219-6	Notice of Total Small Business Set-Aside	Nov 2020
52.219-8	Utilization of Small Business Concerns	Oct 2022
52.219-9	Small Business Subcontracting Plan	Oct 2022
52.219-13 Alt I	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	Oct 2022
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-3	Convict Labor	June 2003
52.222-19	Child Labor-Cooperation with Authorities and Remedies	Jan 2020
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Sept 2016
52.222-29	Notification of Visa Denial	Apr 2015
52.222-37	Employment Reports on Veterans	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-50	Combating Trafficking in Persons	Nov 2021
52.223-3	Hazardous Material Identification and Material Safety Data	Feb 2021
52.223-3	Alternate I	July 1995
52.223-5	Pollution Prevention and Right-to-Know Information	May 2011
52.223-5	Alternate I	May 2011
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	May 2011
52.223-13	Acquisition of EPEAT-Registered Imaging Equipment	Jun 2014
52.223-13	Alternate I	Oct 2015
52.223-14	Acquisition of EPEAT-Registered Televisions	Jun 2014
52.223-14	Alternate I	Jun 2014

FAR Clause	Title	Date
52.223-15	Energy Efficiency in Energy-Consuming Products	May 2020
52.223-16	Acquisition of EPEAT-Registered Personal Computer Products	Oct 2015
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	Aug 2018
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
52.225-1	Buy American-Supplies	Oct 2022
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act	Oct 2022
52.225-3	Alternate I	Jan 2021
52.225-3	Alternate II	Jan 2021
52.225-3	Alternate III	Jan 2021
52.225-5	Trade Agreements	Oct 2019
52.225-8	Duty-Free Entry	Oct 2010
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
52.227-1	Authorization and Consent	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Jun 2020
52.227-3	Patent Indemnity	Apr 1984
52.227-3	Alternate I	Apr 1984
52.227-3	Alternate II	Apr 1984
52.227-3	Alternate III	Jun 2020
52.227-10	Filing of Patent Applications - Classified Subject Matter	Dec 2007
52.227-11	Patent Rights-Ownership by the Contractor	May 2014

FAR Clause	Title	Date
52.227-13	Patent Rights-Ownership by the Government	Dec 2007
52.227-14	Rights in Data-General	May 2014
52.227-14	Alternate I	Dec 2007
52.227-14	Alternate II	Dec 2007
52.227-14	Alternate III	Dec 2007
52.227-14	Alternate IV	Dec 2007
52.227-14	Alternate V	Dec 2007
52.227-14 Alt V	Rights in Data-General (May 2014) - Alternate V (Dec 2007)	Dec 2007
52.227-16	Additional Data Requirements	June 1987
52.227-17	Rights in Data - Special Works	Dec 2007
52.227-19	Commercial Computer Software License	Dec 2007
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment-Major Systems	May 2014
52.227-22	Major System - Minimum Rights	June 1987
52.227-23	Rights to Proposal Data (Technical)	June 1987
52.228-3	Workers' Compensation Insurance (Defense Base Act)	July 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	Apr 1984
52.228-5	Insurance-Work on a Government Installation	Jan 1997
52.228-7	Insurance-Liability to Third Persons	Mar 1996
52.229-3	Federal, State and Local Taxes	Feb 2013
52.229-4	Federal, State and Local Taxes (State and Local Adjustments)	Feb 2013
52.229-6	Taxes-Foreign Fixed-Price Contracts	Feb 2013
52.229-8	Taxes-Foreign Cost-Reimbursement Contracts	Mar 1990
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	Apr 2003
52.232-1	Payments	Apr 1984
52.232-7	Payments under Time-and-Materials and Labor Hour Contracts	Nov 2021
52.232-8	Discounts For Prompt Payment	Feb 2002

FAR Clause	Title	Date
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-12	Advance Payments	May 2001
52.232-16	Progress Payments	Nov 2021
52.232-17	Interest	Nov 2021
52.232-18	Availability of Funds	Apr 1984
52.232-19	Availability of Funds for the Next Fiscal Year	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-23	Alternate I	Apr 1984
52.232-25	Prompt Payment	Jan 2017
52.232-25	Alternate I	Feb 2002
52.232-32	Performance-Based Payments	Apr 2012
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	Oct 2018
52.232-36	Payment by Third Party	May 2014
52.232-37	Multiple Payment Arrangements	May 1999
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.233-1	Disputes	May 2014
52.233-1	Alternate I	Dec 1991
52.233-3	Protest After Award	Aug 1996
52.233-3	Alternate I	June 1985
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals	May 2014
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-3	Penalties for Unallowable Costs	Sep 2021

FAR Clause	Title	Date
52.242-4	Certification of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes-Fixed Price-	Aug 1987
52.243-1	Alternate I	Apr 1984
52.243-1	Alternate II	Apr 1984
52.243-1	Alternate V	Apr 1984
52.243-3	Changes-Time-and-Material or Labor-Hours	Sept 2000
52.243-6	Change Order Accounting	Apr 1984
52.243-7	Notification of Changes	Jan 2017
52.244-2	Subcontracts	Jun 2020
52.244-2	Alternate I	Jun 2020
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Oct 2022
52.245-1	Government Property	Sep 2021
52.245-1	Alternate I	Apr 2012
52.245-2	Government Property Installation Operation Services	Apr 2012
52.245-9	Use and Charges	Apr 2012
52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria	May 2001
52.246-19	Alternate I	Apr 1984
52.246-19	Alternate III	Apr 1984
52.246-20	Warranty of Services	May 2001
52.246-24	Limitation of Liability-High-Value Items -	Feb 1997
52.246-24	Alternate I	Apr 1984
52.247-63	Preference for U.S.-Flag Air Carriers	Jun 2003
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Nov 2021
52.247-67	Submission of Transportation Documents for Audit	Feb 2006

FAR Clause	Title	Date
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	Apr 1984
52.249-8	Default (Fixed-Price Supply and Service)	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

I.2 Acquisition of Commercial Items

The following clauses apply only to Orders for the acquisition of supplies or services that meet the definition of commercial items at FAR 2.101. The CO will incorporate them in full text into individual Orders as applicable.

Table I2: Provisions and Clauses applicable only to Orders for the acquisition of commercial items

Clause	Title	Date
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services	Nov 2021
52.212-2	Evaluation-Commercial Products and Commercial Services	Nov 2021
52.212-3	Offerors Representations and Certifications-Commercial Products and Commercial Services	Oct 2022
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services	Nov 2021
52.212-4	Alternate I	Nov 2021
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.	Oct 2022
52.212-5	Alternate I	Feb 2000
52.212-5	Alternate II	Oct 2022

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
652.215-70	Examination of Records	Jan 2022
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 Federal Contract Information before disposal or release for reuse.
 - viii. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - ix. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

- x. Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - xi. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - xii. Identify, report, and correct information and information system flaws in a timely manner.
 - xiii. Provide protection from malicious code at appropriate locations within organizational information systems.
 - xiv. Update malicious code protection mechanisms when new releases are available.
 - xv. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
2. Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered Contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- c. Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.5 FAR 52.216-18 Ordering (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 during the Master Contract Ordering Period as outlined in F.2.
- 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. A delivery order or task order is considered “issued” when—
 - 1. If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
 - 2. If sent by fax, the Government transmits the order to the Contractor's fax number; or
 - 3. If sent electronically, the Government either—

- i. Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - ii. Distributes the delivery order or task order via email to the Contractor's email address.
- d. Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

I.6 FAR 52.216-19 Order Limitations (Oct 1995)

- a. Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,500, 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 \$2,500,000,000
 - 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.7 FAR 52.216-22 Indefinite Quantity (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 60 months following the expiration of the master contract ordering period.

(End of clause)

I.8 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.9 FAR 52.217-8 Option to Extend Services (Nov 1999)

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

(End of Clause)

I.10 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed a 10-year contract ordering period.

(End of Clause)

I.11 FAR 52.222-35 Equal Opportunity for Veterans (Jun 2020)

- a. Definitions. As used in this clause-
"Active-duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.
- b. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- c. Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.12 FAR 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)

- a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

Alternate I (Jul2014). As prescribed in 22.1408(b), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: _____ [List term(s)].

(End of Alt I)

I.13 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.14 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, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless

the COR is a warranted Contracting Officer and this authority is delegated in the designation.

- b. The COR is <To Be Entered at Award>.

(End of clause)

(END OF SECTION I)

PART III: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J. SECTION J - LIST OF ATTACHMENTS

- J-1 NTE Fully Loaded Hourly Labor Rates (to be inserted at IDIQ award) (Ref: Section B.4, B.11)
- J-2 Labor Category Descriptions (Ref: Section B.4, L.8.7.2)
- J-3 Labor Category Skill Level Definitions (Ref: Section B.4, C.2, L.8.7.2)
- J-4 DEIA Strategic Plan 2022-2026 (Ref: Section L.5.6.5, M.9.7)
- J-5 Performance Thresholds (to be completed by Contractors prior to kick-off) (Ref: Section F Deliverables chart)
- J-6 Standard Quality Assurance Surveillance Plan (QASP) (Ref: Section H.5)
- J-7 Associate Contractor Agreement Sample (Ref: Section H.9.4)
- J-8 Contractor Company Non-Disclosure Agreement (Ref: Section H.9.5)
- J-9 (J-9A through J-9E) Pricing Tables (for the five functional categories, respectively) (Ref: Section L.8.8.1, L.8.8.2)
- J-10 Meaningful Relationships Commitment & Subcontractor Capabilities, Past Performance, and Experience Letter – optional (Ref: Section L.8)
- J-11 Trafficking in Persons Compliance Plan (Ref Section L.8.1 Evolve Minimum Standard Criteria)
- J-12 RESERVED
- J-13 Small Business Participation Commitment Document (SBPCD) (Ref: Section L.8.7.1, M.9.8)
- J-14 IT Management Relevant Experience Project (REP) Form (Ref: Section L.8.3)
- J-15 IT Management Past Performance Questionnaire (PPQ) (Ref: Section L.8.4)
- J-16 Network and Telecommunications REP form (Ref: Section L.8.3)
- J-17 Network & Telecommunications PPQ (Ref: Section L.8.4)

- J-18 Cloud & Data Center REP Form (Ref: Section L.8.3)
- J-19 Cloud & Data Center PPQ (Ref: Section L.8.4)
- J-20 Applications Development REP Form (Ref: Section L.8.3)
- J-21 Applications Development PPQ (Ref: Section L.8.4)
- J-22 Customer & End User PPQ (Ref: Section L.8.4)
- J-23 Bidder's DD Form 254 (Ref: H.13.1, L.8.1)
- J-24 Draft Evolve Ordering Guide (Ref: Section G.3.1, H.12.1)
- J-25 RESERVED
- J-26 Customer & End User Support REP Form (Ref: Section L.8.3)
- J-27 Supply Chain Risk Management (SCRM) Checklist (Ref: L.8.6.4, M.9.7)
- J-28 Small Business Subcontracting Plan (Ref: L.9, L.9.12)
- J-29 List of Submissions (Ref: L.8.1)
- J-30 Evolve Self-Scoring Sheet (Ref: L.8.2)
- J-31 Certificate for Conflict of Interest (Ref: Section H.6.1)

(End of Section J)

PART IV: REPRESENTATIONS AND INSTRUCTIONS

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

Instructions: The provision at 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 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

Provision	Title	Date
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Nov 2021
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. 1 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

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

a. Definitions. As used in this provision—

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

b. Prohibition.

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

- i. Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- ii. Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

- i. Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- c. Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”
 - d. Representation. The Offeror represents that—
 - 1. It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and
 - 2. After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

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

e. Disclosures.

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

- i. For covered equipment—

- a. The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
 - b. A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - c. Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

- ii. For covered services —

- a. If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - b. If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

- i. For covered equipment—

- a. The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
 - b. A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - c. Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
- ii. For covered services—
- a. If the service is related to item maintenance: A description of all covered tele-communications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - b. If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K.2 FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

- a. Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- b. Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- c. (1) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

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 Nondisplacement of Qualified Workers

(a) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer service employees (as defined in the Service Contract Act of 1965, as amended, 41 U.S.C. 6701(3)) employed under the predecessor contract and its subcontracts whose employment would be terminated as a result of the award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which those employees are qualified. The Contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ more or fewer employees than the predecessor Contractor employed in connection with performance of the work solely on the basis of that determination. Except as provided in paragraph (b), there shall be no employment opening under this contract or subcontract, and the Contractor and any subcontractors shall not offer employment under this contract to any person prior to having complied fully with the obligations described in this clause. The Contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state

the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 business days.

(b) Notwithstanding the obligation under paragraph (a) above, the Contractor and any subcontractors (1) are not required to offer a right of first refusal to any employee(s) of the predecessor Contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 6701(3), and (2) are not required to offer a right of first refusal to any employee(s) of the predecessor Contractor for whom the Contractor or any of its subcontractors reasonably believes, based on reliable evidence of the particular employees' past performance, that there would be just cause to discharge the employee(s) if employed by the Contractor or any subcontractors.

(c) The Contractor shall, not less than 10 business days before the earlier of the completion of this contract or of its work on this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. The Contracting Officer shall provide the list to the successor Contractor, and the list shall be provided on request to employees or their representatives, consistent with the Privacy Act, 5 U.S.C. 552a, and other applicable law.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, the Secretary may impose appropriate sanctions against the Contractor or its subcontractors, as provided in Executive Order (No.) 14055, the regulations implementing that order, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the Contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) and (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the Contractor with the information about the employees of the subcontractor needed by the Contractor to comply with paragraph (c) of this clause. The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: provided, however, that if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.

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

Table L1: Required Representations and Certifications

Provision	Title	Date
52.204-7	System for Award Management	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-1	Instructions to Offerors - Competitive Acquisition	Nov 2021
52.216-27	Single or Multiple Awards	Oct 1995
52.222-24	Pre-award On-site Equal Opportunity Compliance Evaluation	Feb 1999
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	Oct 2020
52.237-1	Site Visit	Apr 1984
652.239-70	Information Technology Security Plan and Accreditation	Sep 2007

L.2 FAR and DOSAR Provisions

The following FAR and DOSAR provisions are applicable to this solicitation and are provided in full text.

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 include firm-fixed-price (FFP), time and materials (T&M), labor hour (LH) or a combination thereof.

(End of provision)

FAR 52.219-31 Notice of Small Business Reserve (Mar 2020)

(a) This solicitation contains a reserve for one or more small business concerns identified at [19.000](#)(a)(3). The small business program eligibility requirements apply.

(b) The small business concern(s) eligible for participation in the reserve shall submit one offer that addresses each portion of the solicitation for which it wants to compete. Award of the contract will be based on criteria identified elsewhere in the solicitation.

(End of provision)

FAR 52.233-2 Service of Protest (Sept 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 (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Departmental Advocate for Competition.
- 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)

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 office for the solicitation. If concerns remain unresolved, contact:
 1. 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.
 2. For all others, the Department of State Advocate for Competition at cat@state.gov.
- b. The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential Offerors and Contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official.

The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Sharon D. James, at 703-875-5429 or fax 703-875-6155. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), 1200 Wilson Blvd, SA-6B 13th Floor, Arlington, VA 22209.

(End of provision)

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) For the fiscal year 2022, the Department's subcontracting goals are as follows:
 - (1) Goal for subcontracting to SB: 42%
 - (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 SDVOSB: 3%

(End of provision)

L.3 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 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 functional category being proposed.

Small Business Offerors' proposals submitted for functional categories reserved for small business must qualify as a small business at time of proposal in order to be awarded an IDIQ under the reserve.

L.4 Proposal Schedule

All Phase 1 proposals are due NO LATER THAN 2:00 P.M. Eastern Standard Time on the date specified on the SF-33 (RFP Section A).

The Government estimates that advisory down-select notifications may be provided to Offerors within the month of April, 2023. This is an estimate only and is subject to change. The advisory down-select notification will indicate the due date and time for Offeror Opt-In.

For Offerors who successfully opt-in for Phase 2, the Phase 2 proposal submissions due date will be indicated via RFP amendment.

CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, notifications, and withdrawals of proposals at FAR Clause 52.215- 1 Instructions to Offerors—Competitive Acquisition.

L.5 Communications and Questions

As soon as an Offeror is aware of any problems or ambiguities in interpreting the specifications, terms or conditions, instructions or evaluation criteria of this solicitation, the Contracting Officer shall be notified.

The Offeror must submit all questions related to this solicitation via the Evolve Symphony Online Proposal System (hereafter "Symphony") accessible at the following link:

<https://dos-evolve.app.cloud.gov/>

Note: The questions portal will be open on **December 5, 2022** to receive questions.

Apex Logic, Inc. will host a vendor training session focused on Symphony registration on December 14, 2022. Registration is available at the following link:
<https://us06web.zoom.us/j/88659768243?pwd=NjlNczBibGtKUvN1aDdPd3BPTkFPdz09>

Meeting ID: 886 5976 8243

Passcode: 650549

One tap mobile

+13126266799,,88659768243#,,, *650549# US (Chicago)

+16469313860,,88659768243#,,, *650549# US

Seats are limited and available on a first-come-first-served basis. This session will be recorded and posted with the RFP at www.SAM.gov.

All questions must include the Page Number, Section Number/Title, and Paragraph Number of the solicitation that pertains to the Offeror's questions. Offerors are encouraged to review the previously answered questions prior to submitting a new question to avoid submitting duplicate questions. Only those questions and answers posted on <https://sam.gov> are considered "official" as a part of this solicitation. Any questions related to this solicitation submitted via any other format or portal (e.g., EvolveIDIQTeam@state.gov) will not be acknowledged or answered.

All RFP questions must be submitted within Symphony by **December 9, 2022 at 2:00 PM Eastern Time**. Any questions submitted after the specified deadline, or through any means other than Symphony, will not be considered by the Government.

Questions regarding Symphony (e.g., access, system issues, and upload issues) must be submitted through Symphony via the Symphony helpdesk at client.support@apexlogic.com. If an Offeror is having issues submitting its questions or proposal, the Offeror must contact the helpdesk. The helpdesk is only obligated to respond to tickets that are received 36 hours in advance of the closing of the deadline to submit questions. Any questions regarding Symphony submitted after this deadline, or through any means other than Symphony, will not be considered by the Government. The Offeror is solely responsible for an Offeror's inability to submit a proposal due to its issues with Symphony that were not submitted to the Symphony helpdesk prior to the deadline mentioned above. Offerors are encouraged to utilize the Symphony FAQ in the Symphony Portal.

L.6 Delivery of Proposal

Only one proposal may be submitted for each functional category being proposed. Proposals shall be submitted electronically through Symphony by the due date and time indicated on the SF-33. This is the sole method of proposal submission accepted by the Government. Any proposal submitted directly to the Contracting Officer or any other point of contact other than Symphony will be determined non-compliant and will be considered ineligible for award. No paper version of a proposal shall be submitted.

The proposal(s) shall be delivered via the Symphony application at: <https://dos-evolve.app.cloud.gov/> and the Cover Page shall be entitled <Contractor Name> Evolve Functional Category <FC#> Solicitation Number: 19AQMM21R0042.

The Symphony application will be open for proposal submission starting on December 12, 2022.

Proposal submission documents uploaded to Symphony, including any subfolders, must not be locked, encrypted, or otherwise contain barriers to opening. It is the sole responsibility of the Offeror to ensure that the electronic files submitted are virus free and can be opened and read by the Government.

Note: in the event a final Proposal submission has been transmitted to Symphony prior to the final RFP amendment, the Offeror may be asked to rescind its submission and resubmit once the RFP is amended. In the event this occurs, the Government will provide sufficient time for the Offeror

to resubmit its proposal. The Offeror is responsible to monitor emails and promptly resubmit its Offer in the event it receives such a notice.

It is the sole responsibility of the Offeror to ensure registration and successfully received submission of its proposal in Symphony. Offerors are strongly encouraged to register for an account and upload their proposal documentation well in advance of the proposal submission deadline. It is the sole responsibility of the Offeror to ensure its self-score in Symphony is accurate. The Offeror is encouraged to utilize the Symphony FAQ in Symphony, and the Symphony helpdesk (client.support@apexlogic.com) is available to assist with resolving discrepancies.

CAUTION: The Symphony helpdesk is only obligated to respond to tickets submitted 36 hours before the solicitation closing. As such, Offerors are strongly encouraged to submit help tickets before the cut off time so in the event there are system issues, the issues can be resolved by the helpdesk. Offerors assume sole responsibility for any systems issues encountered beyond the helpdesk deadline.

L.7 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.

This RFP includes a self-scoring component. It is the sole responsibility of the Offeror to ensure the self-score in Symphony is accurate.

L.8 Total Number of Functional Category IDIQ Awards

The Government may award 34 IDIQ Contracts under distinct functional categories:

- **IT Management Services Functional Category (FC1)**
 - Eight (8) IDIQ contracts to be awarded; with
 - Four (4) contracts reserved for Small Business
- **Cloud & Data Center Services Functional Category (FC2)**
 - Six (6) IDIQ contracts to be awarded; with
 - Four (4) contracts reserved for Small Business
- **Application Development Services Functional Category (FC3)**
 - Eight (8) IDIQ contracts to be awarded; with
 - Four (4) contracts reserved for Small Business
- **Network & Telecommunications Services Functional Category (FC4)**
 - Six (6) IDIQ contracts to be awarded.
- **Customer & End User Support Services Functional Category (FC5)**
 - Six (6) IDIQ contracts to be awarded.

Offerors may provide proposal(s) for one or more functional categories as described herein. Only one proposal may be submitted for each functional category being proposed. Each proposal shall clearly identify the functional category being proposed. If the Offeror is competing for more than one functional category, the Offeror shall submit a separate proposal for each functional category submission. Each separate proposal must stand on its own and shall not include cross-proposal references (e.g., each proposal must independently include all RFP submission requirements). One proposal may not respond to multiple functional categories simultaneously. Offerors are not required to submit proposals for all functional categories.

L.9 Proposal Preparation Costs

The Government will not pay for proposal costs incurred by the Offeror or costs attributed to the proposal preparation. Proposals become the property of the U.S. Government after submission. The Contractor is responsible to mark its proposal pages and sections that it deems to be “proprietary,” which are copyrighted, or otherwise restricted from use or release.

L.10 Primary NAICS Code for Each Functional Category

For purposes of this solicitation and each resultant contract, North American Industry Classification System (NAICS) codes will be established at the Functional Category Level.

Table L2: Primary NAICS Code for Each Functional Category

Functional Category	Description	NAICS Code
IT Management Services	Computer Facilities Management Services	541513
Cloud & Data Center Services	Data Processing, Hosting, and Related Services	518210
Applications Development Services	Computer Systems Design Services	541512
Network & Telecommunications Services	Computer Systems Design Services	541512
Customer & End User Support Services	Computer Facilities Management Services	541513

Subcontracted work should be classified under the NAICS code appropriate for the type of work (See FAR part 19 for NAICS code size standards).

L.11 Proposal Preparation Instructions

Offerors shall submit a separate proposal for each functional category being proposed following the detailed instructions in Section L.

Each volume shall be complete and stand alone for evaluation, with a cover page including the Offeror's name and Volume Title. Volumes shall be submitted so that evaluation of one volume may be accomplished independently of, and concurrently with, evaluation of another. Electronic files shall be logically formatted with file names that are consistent with the structure of the proposal. Individual file sizes shall not exceed 20 MB. NOTE: If the Offeror's file exceeds the maximum upload size, the Offeror may submit the document in multiple parts, notating the parts in the file name (e.g., Part 1, Part 2, etc.). There is no limit to the number of files that may be uploaded to Symphony.

All proposal pages shall be single sided and formatted for standard 8.5" X 11" paper size. The font used in proposals (including margins) shall be 12-point Times New Roman. No reduction is permitted except for organization charts or other graphic illustrations. In those instances where reduction is allowable, Offerors shall ensure that the print is easily readable; no less than 8-point font on graphs and 10-point font on tables. Each page shall have adequate margins on each side (at least one inch) of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1-inch margin space.

Government-provided attachments (solicitation source files) may contain fonts or margins other than the type and size listed above. Offerors may submit completed attachments preserving the source file font types and sizes. Government-provided attachments may NOT be augmented to contain information not immediately relevant to the attachment's content or which reference other proposal sections in order to circumvent page count limits.

Offeror's proposals shall not exceed the page limitations set forth in the Submission Requirements Reference Table below. Pages in excess of the maximum page limitation will not be evaluated. The Government will not evaluate information contained within objects embedded into the documents (requiring the reader to open another application), nor will the Government evaluate information contained in websites referenced or linked within the documents.

Offerors may make minor adjustments to the file naming methodology so long as the resulting file names and organization are clearly understood; any file names and/or organization that are not clearly understood by the Contracting Officer may result in the Offeror being ineligible for award.

Offerors shall provide a Table of Contents that lists all files included in the proposal, and brief descriptions of each. Inclusion of a Table of Contents is mandatory.

Table L3: Phase 1 Page Restrictions

PHASE 1 Page Restrictions	
File	Page Limit
Table of Contents	No Page Limit
Cover Letter	2 pages
Commitment to Cybersecurity Compliance Statement	No Page Limit

PHASE 1 Page Restrictions	
Attachment J-29 List of Submissions (Declaration of Multiple FC Proposals)	Only include attachment pages, do not add
Security Clearance	No Page Limit
Attachment J-23 Bidder's DD Form 254	No Page Limit
Joint Venture Information	No Page Limit
Attachment J-11	No Page Limit
Trafficking in Persons Plan	
Phase 1 Self-Scoring Sheet	N/A
IDIQ PM POC Resume (Self Scoring Artifact)	1 page
DEIA Plan	No Page Limit
PPQs	Up to 3 Questionnaires– ~14pages each
Project REP Form	Up to 3 Forms– ~ 4 pages Each
Past Experience Verification	No Page Limit
Adverse Past Performance	Up to 3 Examples– 1 page each
Meaningful Relationship Certification	No page Limit
Technical Challenge White Paper	White Paper - 3 Pages Artifacts – 2 Pages

Table L4: Phase 2 Page Restrictions

PHASE 2 Page Restrictions	
File	Page Limit
Sample TO Technical Approach	10 pages
Technical Assumptions, Conditions or Exceptions	1 page
Sample TO Price Volume	No Page Limit
Program Management	1 page
IDIQ PM POC Resume	2 pages
Quality Control Solution	3 pages
Recruitment, Retention & Training	1 page
Program Risk Management approach	1 page
Supply Chain Risk Management	No Page Limit
Small Business Participation Commitment Document	No Page Limit
SBC Commitment Documentation	No Page Limit

PHASE 2 Page Restrictions	
SBC Quantitative Participation Documentation	No Page Limit
Semiannual Reporting Method	1 Page Limit
Small Business Subcontracting Plan	No Page Limit
Pricing Tables	No Page Limit
Price Proposal Narrative and Price Assumptions, Conditions or Exceptions	3 Page Limit
Price Proposal Supporting Information	No Page Limit
Standard Form 33 (SF-33)	No Page Limit
Reps and Certs	No Page Limit

L.12 Proposal Requirements

The Offeror shall furnish its proposal in two separate phases. After the Government completes its evaluation of Phase 1, quoters will receive an advisory down-select notification via email from the CO. This notification will provide submission feedback and notify Offerors whether or not they are competitive for award and whether they are encouraged (or not) to participate in Phase 2.

The Government’s intent for establishing an advisory down-select at Phase 1 is to minimize proposal development costs for those Offerors with little or no chance of receiving an award.

Participation in Phase 1 is a mandatory part of this solicitation in order to be considered for award. Failure to participate in Phase 1 will preclude further consideration of the Offeror’s proposal. Phase 2 submissions will not be accepted from any Offeror who did not participate in Phase 1.

In order for the Offeror to take credit for project experience and qualifications within its Corporate Structure, a meaningful relationship must exist. To prove this (if applicable to the Offeror’s submission), a Meaningful Relationship Certification must be provided as part of the proposal. This certification does not count towards the page limit.

L.12.1 Meaningful Relationship Certification

Within a corporate structure, an offeror may utilize resources from a Parent Company, Affiliate, Division, and/or Subsidiary. DOS will allow an offeror to take credit for relevant experience project(s), system(s), or certification(s) from a Parent Company, Affiliate, Division, and/or Subsidiary so long as there is a meaningful relationship to the offeror and commitment letters are provided to the Government. Offerors using affiliate experience and/or past performance must use the Attachment at J-10 “Meaningful Relationship Commitment & Subcontractor Capabilities, Past Performance, and Experience Letter” in order for this information to be considered at evaluation.

For the purposes of Evolve, a “meaningful relationship” exists within a corporate structure when at least one of the following conditions exists:

- a. An entity is a wholly owned subsidiary of a parent organization.
- b. An entity is a parent of a wholly owned subsidiary.

- c. An entity operates under a single internal operational unit.
- d. An entity operates under a consolidated accounting system.
- e. An entity operates under a consolidated purchasing system.
- f. An entity operates under a consolidated human resources or personnel system.
- g. An entity operates under common policy and corporate guidelines.
- h. Operating structure between the entities includes internal organizational reporting lines and management chains for “lines of business” that operate across the formal corporate subsidiaries.

For each meaningful relationship identified for Evolve proposal elements, the offeror shall provide a Meaningful Relationship Commitment Letter that includes the following:

- a. Clear and legal identification of the meaningful relationship between the offeror and entity identified.
- b. A statement of commitment as to the performance and utilization of the identified entity’s resources on Evolve TOs.
- c. Each applicable proposal element shall be clearly and specifically identified.
- d. Signatures of both the offeror and meaningful relationship entity.

In the event that a parent organization has complete and full control over all meaningful relationship entities, the parent entity may prepare a single Meaningful Relationship Commitment Letter that identifies all elements required above.

L.13 Phase 1 – Evolve Minimum Standard Criteria

Both phase 1 and phase 2 proposal volumes will be included in evaluation and award decision.

Proposals, regardless of functional category type, must include all of the following in order to be further evaluated. Offerors unable to meet all minimum standard criteria will not be read.

Table L5: Evolve Minimum Standard Criteria

Evolve Minimum Standard Criteria (Due at Phase 1)	
Element	Description
Cover Letter (2-page limit)	<p>A cover letter shall accompany the proposal to set forth any information that the Offeror wishes to bring to the attention of the Government.</p> <p>The cover letter shall include the following:</p> <ul style="list-style-type: none"> a. Title of Acquisition (i.e., EVOLVE) b. Indicate the <u>Functional Category being proposed</u> c. RFP Number d. Issuance Date of RFP e. Closing date and time of RFP (for submission of proposals)

Evolve Minimum Standard Criteria (Due at Phase 1)					
Element	Description				
	<p>f. Unique Entity Identifier (UEI) Number</p> <p>g. Socio-Economic Status</p> <p>h. CAGE Code</p> <p>i. Company Name</p> <p>j. Company Address</p> <p>k. Company Point of Contact Email and Phone Number</p> <p>l. Government Notice for Handling Proposals (see language below)</p> <p>m. Explicit statement indicating whether permission is granted allowing the Contractor support, identified in the Proprietary Data Protection Agreements section below, access to the Offeror's proposal (see proprietary data protection agreements below).</p> <p>n. The cover letter shall also stipulate that the Offeror's proposal is predicated upon all the terms and conditions of this RFP.</p> <p>o. A statement that the Offeror's acceptance period is valid for at least 180 calendar days from the date of receipt by the Government.</p> <p>p. The cover letter shall be signed by an official authorized to bind the company. The cover letter shall provide an executive summary of the Offeror's proposal and a brief history of the company's experience as it relates to this requirement. Technical information provided in the cover letter will simply be provided as an overview and will not be used during the evaluation.</p> <p>GOVERNMENT NOTICE FOR HANDLING PROPOSALS</p> <p>This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government notice shall be applied to any reproduction or abstract thereof. Any authorized restrictive notices which the submitter places on this proposal shall also be strictly complied with. Disclosure of this proposal outside the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance with, the procedures in Section 615.413-2(f) of the Department of State Acquisition Regulation (48 CFR Chapter 6).</p> <p>PROPRIETARY DATA PROTECTION AGREEMENTS</p> <p>Contractor support personnel from the below listed company under an existing contract, will be used for administrative purposes and non-voting advisory services. This assistance will not include analyzing or evaluating proposals.</p> <table border="1"> <tr> <th>Company</th><th>Contact Information</th></tr> <tr> <td>Nakupuna Solutions</td><td>Meredith Hudson: contracts@nakupuna.com</td></tr> </table>	Company	Contact Information	Nakupuna Solutions	Meredith Hudson: contracts@nakupuna.com
Company	Contact Information				
Nakupuna Solutions	Meredith Hudson: contracts@nakupuna.com				

Evolve Minimum Standard Criteria (Due at Phase 1)		
Element	Description	
	MEC Energy Services	Joe Santorelli: joe.santorelli@midienterprises.com
	MITRE	Gary Bundy; gbundy@mitre.org ; bundygn@state.gov
	The MITRE Corporation	Gary Bundy: gbundy@mitre.org
	<p>Proprietary information submitted in response to this RFP will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (41 U.S.C. 423) (hereinafter referred to as “the Act”), as implemented in the FAR. This company is bound contractually by OCI and non-disclosure clauses with respect to proprietary information. Contractor personnel assisting in the proposal evaluation will take all necessary action to preclude unauthorized use or disclosure of an Offeror’s proprietary data.</p> <p>The Offeror shall clearly state in their cover letter whether permission is granted allowing the Contractor support identified above access to the Offeror’s proposal. The Offeror and its subcontractors may choose to execute Proprietary Data Protection Agreements (PDPAs) with the above support Contractor. Failure to clearly state whether permission is granted for access to the Contractor’s proposal may result in the offer being deemed unacceptable and therefore ineligible for award.</p> <p>The exclusive responsibility for source selection will reside with the Government.</p>	
Commitment to Cybersecurity Compliance Statement	<p>The Offeror, in submitting its proposal for the Evolve solicitation, agrees to provide a self-attestation in the format provided by the Department of State (once it is available) within the timeframe required by the Government after receipt of the form.</p> <p>The Offeror also agrees to submit to third-party testing and/or provide a Software Bill of Materials (SBOM) upon request that conforms to the requirements of OMB Memo M-22-18 and Executive Order (E.O.) 14028.</p> <p>As part of its proposal submission, the Offeror attests that it understands it may not be eligible to compete for certain task orders under Evolve until required SBOM information has been provided to, evaluated by, and accepted by the Government.</p>	

Evolve Minimum Standard Criteria (Due at Phase 1)	
Element	Description
Attachment J-29 List of Submissions (Declaration of Multiple FC Proposals) (no page limit)	This document shall be submitted using the provided Microsoft Excel workbook at J-29. This declaration shall identify all parties to the proposal (prime, subcontractor(s), teaming partners, JV members, etc.) that are submitting or party to additional proposals for the Evolve RFP.
Security Clearance (no page limit)	Offerors shall possess, and provide proof of, a valid Secret Facility Clearance or higher at the time of proposal submission. Offerors shall submit their Bidder's DD254 (<i>Attachment J-23</i>) at time of proposal.
Trafficking in Persons Plan (TIP)	Offerors shall provide a copy of their trafficking in persons compliance plan. The plan shall meet all requirements listed in Attachment J-11. There is no page limit for this plan.
Joint Venture (JV) Information (this is only required if the Offeror is a JV)	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 TOs, 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.

Table L6: Proposal Volume Structure

The proposal must be submitted in the following format at each phase to be considered:

Phase 1 -	Cover Page & All Minimum Standard Criteria
	Volume 1: Technical <ul style="list-style-type: none"> • Superior Qualifications (Self-Scoring Submission) • Technical Challenge White Paper

Phase 2	Volume 2: Past Performance
	Volume 3: Sample Task Order Technical Proposal
	Volume 4: Management Approach <ul style="list-style-type: none"> a. Program Management b. IDIQ PM POC Resume c. Quality Control Solution d. Recruitment, Retention and Training e. Program Risk Management Supply Chain Risk Management (SCRM)
	Volume 5: Small Business Participation <ul style="list-style-type: none"> a. Small Business Participation Commitment Document (Required for <i>ALL</i> Offerors) Small Business Subcontracting Plan (Only required for <i>Other than Small</i> Offerors)
	Volume 6: Pricing <ul style="list-style-type: none"> a. Pricing Narratives <ul style="list-style-type: none"> o 6a: IDIQ Pricing Narrative o 6b: Sample Task Order (STO) Pricing Narrative b. Pricing Workbook <ul style="list-style-type: none"> 1. Pricing Cover Sheet 2. 6a: IDIQ Pricing 3. 6b: Sample Task Order (STO) Pricing

L.13.1 Phase 1 – Volume 1a: Superior Qualifications (Self-Scoring Sheet)

All Offerors shall submit within Symphony a self-assessment which identifies qualifications which exceed the minimum requirements of this solicitation. The self-scoring tool in Symphony is automated. The Offeror's Self-Score will automatically be calculated through Symphony. Attachment J-30 is provided for informational purposes only.

The self-scoring spreadsheet is a mechanism the Government intends to use to identify Offerors with superior qualifications which exceed minimum RFP criteria. Offerors must both complete the self-scoring sheet within Symphony in its entirety and provide the necessary verification documentation (artifacts) to validate the self-scoring. Documentation requirements for each scored item are listed below and with each item in Symphony. The Offeror shall not claim points for self-scored items which are not supported by the required artifacts.

CAUTION: In the event the Government discovers an exaggerated Self-Score based on ambiguous, deceptive, faulty, or misleading supporting documentation, the Offeror will immediately be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

L.13.2 Phase 1 – Volume 1a: Self-Scoring Artifact(s) Requirements

- a. IDIQ PM POC Artifact Requirements
- b. DEIA Plan Artifact Requirements
- c. Certifications Artifact Requirements
- d. Past Performance Artifact Requirements
- e. REP Verification Artifact Requirements

IDIQ Program Manager POC Artifact Requirements:

- PM POC Resume – 2 pages
- The qualifications in the POC Resume must support any scored items claimed in the self-scoring sheet in order for the Offeror to receive credit.

DEIA Plan Requirements:

If claiming credit for a DEIA plan, the prime Offeror shall provide a copy of its company DEIA plan. This plan is excluded from the page limit. The prime Offeror must have and provide a formal plan at time of proposal submission (and cannot claim credit for describing steps taken towards creating a plan). This requirement may not be satisfied by using the DEIA plan (or steps taken) of a subcontractor. Reference: Attachment J-4.

Certifications Artifacts Requirements:

- CMMI - Offeror shall provide a copy of the most recent Published Appraisal Results (CMMI)
- ISSO – Offeror shall provide a copy of current certification(s) of registration with a viable registrar/accreditation body stamp (ISSO).
- EVMS – Offeror shall provide proof of their EVMS, along proof of compliance with the 32 guidelines included in the ANSI/EIA-748 standard

d. Past Performance Artifacts Requirements:

- Submit the required Past Performance Questionnaires (PPQs) listed under Phase 1 – Volume 2: Past Performance section below.

e. Past Experience Artifact Requirements

- Past Experience artifacts shall be submitted to support the scoring sheet in Symphony. In order to support any past experience self-scored items, the Offeror must demonstrate relevant past experience by submitting a minimum of one (1), but no more than three (3) Relevant Experience Project (REP) Forms for the functional category being proposed:
 - IT Management - Attachment J-14
 - Cloud & Data Center Services – Attachment J-18
 - Application Development Serves – Attachment J-20
 - Network & Telecommunication Services – Attachment J-16
 - Customer & End User Support Services – Attachment J-26

Using the REP Form, the Offeror shall identify up to three recent (within the past three (3) years immediately prior to the date of solicitation) and relevant Government and/or commercial efforts on which it has performed. A REP may consist of work completed under a standalone contract, a TO issued under an IDIQ or BPA, or work completed spanning multiple orders placed under an IDIQ or BPA; however, simply holding an IDIQ contract or BPA without work examples is not sufficient. The Offeror must have performed work on a TO issued against the contract or BPA being referenced. Include all task and/or delivery order numbers being referenced within the REP.

Each section of the REP form must be completed in accordance with the instructions herein.

REP Verification (Artifact) Requirements:

In order for the contents of the REP form to be verified, in addition to the REP form, the offeror is required to submit the following:

If the example provided is for work performed as the prime Contractor, the Offeror must submit a copy of the Contract or TO Award form for the cited project. All award and modification documents provided are a part of the proposal submission must be signed by a Contracting Officer. Acceptable documents include:

- a. Standard Form (SF) 1449 – Solicitation/Contract/Order for Commercial Items – (Block 17a identifies the Prime Contractor, Block 9 identifies the U.S. Federal Government Agency, Block 3 identifies the Award/Effective Date, and Block 31c. identifies the date the Contracting Officer signed).
- b. SF26 – Award/Contract – (Block 7 identifies the Prime Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 3 identifies the Effective date, and Block 20C identifies the date the Contracting Officer signed).
- c. SF33 – Solicitation, Offer, and Award – (Block 15A identifies the Prime Contractor, Block 7 identifies the U.S. Federal Government Agency, and Block 28 identifies the date the Contracting Officer awarded/signed).
- d. Department of Defense (DD) 1155 – Order for Supplies or Services (Block 9 identifies the Prime Contractor, Block 6 identifies the U.S. Federal Government Agency, Block 3 identifies the date of Order, and Block 24 identifies the Contracting Officer signature)

- e. GSA Form 300 – Order for Supplies and Services (Block 6 identifies the Prime Contractor, Block 10 identifies the U.S. Federal Government Agency, Block 1 identifies the Date of Order, and Block 26C identifies the date the Contracting Officer signed)
- f. Other Official Government Award Form not identified above (Must explicitly identify the Contractor, Government Agency, Order Number, Dollar Value, and the date the Contracting Officer awarded/signed). Documents may be redacted of any classified or sensitive materials.

If the example provided is for work performed as a subcontractor, the Offeror must name the actual prime Contractor, provide the percentage of work that was performed directly by the Offeror, and provide a copy of Contract Statement of Work - The Statement of Work (SOW), or Performance Work Statement (PWS), from the contract that describes the general scope, nature, complexity, and purpose of the supplies or services the customer acquired under the contract.

The Offeror must provide evidence of the Period of Performance for each REP:

- a. Each REP must be ongoing or have been completed within the past 3 years prior to the solicitation closing date
- b. Each REP must have at least 1 year of continuous performance completed

The Offeror must substantiate all minimum requirements, and items claimed in the self-scoring sheet, by providing enough evidence within a Contract or TO document, SOW, latest FPDS-NG document, and/or other verifiable contractual documents to support each claim. The Offeror must highlight each section/paragraph that corresponds to meeting or exceeding the requirements and note them in the Table of Contents. Failure to provide sufficient evidence within a Contract or TO and/or verifiable contractual documents to substantiate all minimum requirements and points claimed, may result in removal of the proposal for consideration for award or a reduction to the score for self-scored items.

Note: Subcontracting Capabilities, Past Performance, and Experience

SBA's rule (effective August 22, 2022) at 87 FR 43731 implementing Section 868 of the National Defense Authorization Act (NDAA) 2021, offers small businesses two extra methods to prove qualifying past performance: joint ventures, where they were members performing contract work, and prime contracts with subcontracting plans, where they were first-tier subcontractors.

In accordance with SBA regulation at 13 C.F.R. 125.2, When an offer of a small business prime Contractor includes a proposed team of small business subcontractors and specifically identifies the first-tier subcontractor(s) in the proposal, the head of the agency must consider the capabilities, past performance, and experience of each first tier subcontractor that is part of the team as the capabilities, past performance, and experience of the small business prime Contractor if the capabilities, past performance, and experience of the small business prime does not independently demonstrate capabilities and past performance necessary for award.

The following must be demonstrated within the proposal for credit: (1) the prospective prime Contractor is a small business; (2) the prospective prime does not independently demonstrate the past performance “necessary for award;” (3) the subcontractor is a first-tier sub; and (4) the subcontractor is itself a small business.

L.13.3 Phase 1 - Volume 1b: Technical Challenge White Paper

Offerors shall submit develop a single white paper responding to the Functional Category challenge being proposed (the same functional category declared in the Offeror’s proposal). The white paper shall be no longer than three (3) pages in length; Offerors may include an appendix of no more than two (2) pages of graphs, diagrams, etc. The Offeror’s submission may include the following artifacts: project plan, discovery activities, migration strategies, risk mitigation plans, and limited impact on operations approach.

Written responses shall be in pdf format and all artifacts, unless other stated shall be submitted in pdf format, with relevant notes providing attribution back to the technical challenge written response. Below are the technical challenges for each functional category.

L.13.3.1. IT Management Services Technical Challenge

Functional Category 1: IT Management
<p>Problem Statement:</p> <p>Through cycles of planning, design, implementation, and delivery of change, Enterprise Architecture (EA) aims to help the Department achieve its mission, business strategy, and goals effectively and efficiently. An architected approach offers a strict planning technique that validates business goals, making sure they are realistic, give the needed business value, and can be achieved securely and economically.</p> <p>A clear understanding of the Enterprise mission, business strategies, future state, current state, the extent of the change, and the value that will be realized is necessary for achieving this goal. Consistent language is used to describe the IT Enterprise, emphasizing its essential components and service offerings. Regarding the preferred end-state and preferences, potential modifications to the core components are investigated. Trade-offs between competing preferences and potential adjustments that have varying costs and benefits are made possible by this understanding and analysis.</p> <p>A robust EA enables stakeholders to purposefully achieve the proper balance between any conflicting set of demands. It enables various business areas to securely innovate while pursuing the delivery of business value. In addition, it guarantees that the organization's needs for an integrated strategy and solutioning are addressed, allowing for the closest possible synergy throughout the secured Enterprise.</p> <p>Challenge:</p>

Functional Category 1: IT Management

By leveraging business, data, technology, and Zero Trust architecture to strategically inform, guide and solution required driven information and security decisions, how would you handle business strategy and technological innovation before addressing tactics? What technique will you employ to balance governance and innovation that will not impede speed to business value, and optimizing IT expenditures? Explain how you will develop and implement an actionable EA that is centered on the transformation of business improvement opportunity and technological services. What operating model are you going to use to produce at least one actionable proposal that transforms crucial mission results within the first 100 days?

Assumptions:

The Department has embraced an agile approach to develop technology and innovate to align with the business strategies. These methodologies must be incorporated by EA to assist the maturation of IT management as well as serve as the "transformational entity" for innovation.

L.13.3.2. Cloud & Data Center Services Technical Challenge

Functional Category 2: Cloud & Data Center

Problem Statement:

A security flaw has been discovered that creates a vulnerability in both the on-prem data center and the off-prem cloud platform(s). A critical security vulnerability has been identified and requires immediate attention from the Department as this vulnerability has the potential to affect mission critical functions. The Department has limited time to report to senior leadership and DHS the number of vulnerable systems and real-time updates on status on mitigating this risk. This vulnerability affects on-premise (e.g. data centers), off-premise (e.g. cloud platforms) and dedicated internet connections (e.g. standalone connections/networks) domestically and internationally located.

Challenge:

Describe your approach to mitigating the vulnerability and preventing future recurrences in both the data center and the cloud platforms. What steps will you take to respond to this vulnerability in a timely manner with multiple compromising priorities, a fragmented environment, and multiple stakeholders? What recommendations do you have to strategically improve on the discovery of vulnerabilities and patching?

L.13.3.3. Application Development Services Technical Challenge

Functional Category 3: Application Development

Problem Statement:

There is an urgent requirement to deliver a publicly available solution for citizens to be repatriated back to the United States within 14 days of the initial request. The solution must be available to the public; therefore, it needs to be easy to use from any device. Furthermore, since

Functional Category 3: Application Development

this data will be shared with both Department and Inter-Departmental systems, there needs to be a high level of confidence that the data has been cleaned of duplicates or inaccuracies.

The solution should include capability for Department employees with role-based access to securely view, assess, and approve/deny requests with appropriate communication about status to the requestor. The solution should provide near-instant reporting to management of metrics related to counts based on status. The solution should allow secure export of data for use by operational offices within the Department or partner agencies.

Challenge:

1. How would you gather requirements?
2. What process/framework would you use to design this solution?
3. What environment(s) would you use to develop this solution?
4. How would you test this solution?
5. How would you ensure only authorized users modify the data?
6. How would you support and/or enable others to support this solution?
7. How would you protect this solution?
8. How would the approach change if you had to deliver the application within 7 days?

Assumptions:

The Department has an ATO'd cloud environment that supports rapid application development, continuous integration, and continuous delivery. APIs to connect with other Department data stores are available for use with full documentation. The Department has a master reference data API for use in data validation.

L.13.3.4. Network & Telecommunication Services Technical Challenge

Functional Category 4: Network & Telecommunications

Problem Statement:

DOS has limited resources to maintain and operate the numerous multipurpose networks. DOS needs a solution that will collapse and integrate all of these networks into a more secure scalable network to support both mobile and on-premises workforce while staying compliant with all federal and DOS security regulations.

Challenge:

Describe how you would design a Cisco solution that will collapse and integrate all multi-purpose transport networks and enclaves into a more secure scalable network to support both mobile and on-premise workforce while staying compliant with all security regulations, describe structural components, keep operational capability, implement the latest security recommendations, integrate into the existing infrastructure, and provide a seamless transition between platforms and allow collaboration between other agencies and partners outside of DOS network.

Assumptions:

Functional Category 4: Network & Telecommunications

This solution should be the most agile, cost efficient, and effective solution. DOS currently utilizes Cisco equipment.

L.13.3.5. Customer & End User Support Services Technical Challenge

Functional Category 5: Customer & End User Support

Problem Statement:

A service owner has implemented a configuration change to the Department's mobile access solution that allows web-based access to online applications (Outlook, Word, Excel, SharePoint, OneDrive, Teams, etc.) from any Internet-connected device. This change, albeit necessary, has unfortunately locked out thousands of remote users. The IT Service Center is inundated with calls from impacted customers and under pressure to manage the event.

Challenge:

Describe the resources, tools, technology, and best practices that would be used to manage this unanticipated deluge of customers. How will the Offeror improve analyses, testing, and validation of proposed changes before implementation in production environments?

Describe how the Offeror would maintain integrated service alignment (e.g., multiple platforms, operating systems, endpoints, user personas, etc.) while leading a continuous improvement effort to optimize and streamline existing configuration and change management processes. Consider how proven maturity models, frameworks, or standards would help address the challenge if appropriate.

Assumptions:

Government-centric experiences are more valuable than commercial case studies. Assume that service owner did not anticipate second and third-order impacts that now must be addressed. Formulate responses regarding how ill-conceived changes impact customers and how customer-facing organizations, e.g., help/support desk, must respond when change outcomes negatively impact customers. Assume that an established, final authority for governance approval and practices is in place.

L.14 Phase 1 – Volume 2: Past Performance

For each REP provided in Volume 1, the Offeror must submit a corresponding Past Performance Questionnaire (PPQ) submitted using the appropriate attachment:

- a. IT Management - Attachment J-15
- b. Cloud & Data Center Services – Attachment J-19
- c. Application Development Serves – Attachment J-21
- d. Network & Telecommunication Services – Attachment J-17
- e. Customer & End User Support Services – Attachment J-22

PPQs may include corporate (private sector) or government (supporting the Government or Department of Defense) past performance. See individual PPQs for submission requirements. PPQs must be completed (no omissions) and signed by the reference point of contact (POC) completing the PPQ. PPQs may be submitted by the Offeror to Symphony. Acceptable forms of PPQ signature: wet signature document scanned to .pdf, or a digital signature applied to document via digital certificate (using PIV or CAC, for example).

PPQ submissions do not count towards any page count limits.

The burden of providing thorough, organized and complete past performance information rests with the Offeror.

Misleading Information: In the event of purposefully omitted, misleading, falsified, and/or fraudulent past performance submissions, the Offeror may be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject a firm or individual to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

Adverse Past Performance Narrative (Optional one-page): An Offeror may submit a one-page narrative for each project being used for past performance to provide information on problems encountered on the submitted projects and the Offeror's corrective actions. This submission is not required but may be included to address past performance assessments where any rating elements are below satisfactory or where challenges are identified within the narrative. The Government will consider this information, as well as information obtained from other sources, when evaluating the Offeror's past performance. This narrative must be provided free of errors and using plain language that does not require the government to interpret the Contractor's meaning.

L.15 Phase 1 Advisory Down-Select (Opt In or Out)

Offerors will be notified as to whether their proposal is likely (or not likely) to be competitive for award and invited to Opt In or Opt Out of Phase 2 of the solicitation. Those Offerors who Opt In must submit their Opt-in decision and their Phase 2 proposals by the due dates and times indicated within the Down-Select notification in order to be considered for Phase 2.

L.16 Phase 2 – Volume 3: Sample Task Order Technical Proposal – 10 pages

The Offeror shall respond to all aspects of the Sample TO Performance Work Statement for the same functional category declared in the Offeror's proposal. Assume a Top Secret (TS) Facility Security Clearance and TS-cleared personnel. Assume the work is to be performed at the Government site in Washington, D.C.

- Functional Category 1 - IT Portfolio Management Task Order (Attachment J-32)
- Functional Category 2 – Cloud Services Sample Task Order (Attachment J-33)
- Functional Category 3 – Application Development Sample Task Order (Attachment J-34)

- Functional Category 4 – Network Services Sample Task Order (Attachment J-35)
- Functional Category 5 – Customer Support and Mobile Sample Task Order (Attachment J-36)

The proposal shall be specific, detailed and clearly demonstrate that the Offeror understands the intent of all parts of the scope of work. At a minimum, the Offeror's response shall:

- Describe their approach to perform the requirements of all tasks to ensure successful implementation of the critical and complex initiatives while considering innovation and the implementation of industry best practices.
 - Describe how their approach aligns with the applicable strategic goals of the agency, as well as any applicable legislation and outcomes and objectives listed in the TO PWS.
 - Identify potential challenges, risks, and associated mitigation strategies.
 - Address any improvements and benefits their approach will provide to the DOS organization and its programs.
- Include a description of the proposed labor mix (the number of hours, labor categories, and mix of labor supporting the proposed solution) commensurate with the proposed solution.

L.16.1 Technical Assumptions, Conditions, or Exceptions

Within proposal Volume 3, the Offeror shall make a definitive statement as whether any exceptions were taken to any of the terms and conditions contained in the solicitation or assumptions were made concerning the technical (non-price) portions of this solicitation. All exceptions and assumptions will be detailed with location information of where they are found in both the RFP and the proposal (Volume #, Section #, and Page #). Failure to identify this information in its clearly marked section may deem the proposal unacceptable. The penalty for making false statements is prescribed in 18 USC 1001. False or misleading statements within the proposal will result in a reduced evaluation rating, regardless of the subject matter.

L.17 Phase 2 – Volume 4: Management Approach

L.17.1 Program Management – 1 page

The Offeror shall describe its proposed management structure, the position within the overall corporate organization of the division or group proposed to perform this effort, and the level of corporate project oversight planned in terms of authority to make programmatic decisions and implement design solutions. The Offeror shall also describe its management solution including the following topics:

L.17.2 IDIQ PM POC Resume – 2 pages

The Offeror shall provide the resume of the proposed Program Manager (PM) POC that meets or exceeds the requirements set forth in in Section C.4, Key Personnel Requirements. If the proposed PM is not a current employee, then the resume must include a statement that the prospective employee has authorized his/her resume to be submitted, intends to accept employment if the

Contractor is selected for award and that the parties have discussed salary *parameters*. ***If the PM POC candidate becomes unavailable at any point during the evaluation*** process, the Offeror shall immediately notify the Contracting Officer. This is not a billable position.

L.17.3 Quality Control Solution – 3 pages

The Offeror shall describe its Quality Control solution and how it relates to DOS' objectives stated in Section C. The Offeror's Quality Control solution shall include the following information:

- A description of the Quality Control review/audit process, documentation of the process, methods of internal review, participants in the review and the frequency of review.
- A description of the approach and procedures for handling corrective actions.
- The approach and methodologies to the planning, execution, tracking, invoicing, and reporting of the tasks awarded under this contract.
- The approach for managing multiple TOs for this effort, including:
- The tools and methodologies for planning the activities of its team(s),
- Scheduling, organizing, and deploying resources,
- Controlling of task execution, monitoring progress, status reporting, resolving critical issues, planning for subsequent phases of work. Earned Value Management.

L.17.4 Recruitment, Retention, and Training – 1 page

The Offeror shall describe unique and proactive ways that the prime Offeror recruits, trains, and retains high-quality personnel, including a description of its processes, procedures, and policies. Focus on ways that your firm stands out from its competition, such as the following (for example):

- Metrics showing attrition reduction
- Metrics showing employee longevity as compared with the marketplace
- Comparison of total benefits value vs. the marketplace
- Provide the prime Contractor's turnover rate for the last three (3) years.

L.17.5 Program Risk Management – 1 page

The Offeror shall provide a narrative describing their process of identifying, analyzing, and responding to any risks that arises over the lifecycle to the program.

L.17.6 Supply Chain Risk Management (SCRM) – No Page Limit

The Offeror shall evidence its approach to developing relationships with subcontractors and teaming partners, and specifically how it will continually provide DOS with the best sources of solutions and services by completing Attachment J-27 "SCRM Checklist". The Offeror's response should demonstrate not only a systematic approach to identifying the highest quality suppliers and subcontractors and the most relevant and modern technologies, services, and techniques available in the marketplace, but should also discuss their approach to integrating various subcontractors

and teaming partners to work as “one team” to successfully meet the Department’s objectives as described in TO requirements. Attachment J-27 “SCRM checklist” must be completed as part of this submission and does not count towards the page limit.

L.18 Phase 2 – Volume 5: Small Business Participation

L.18.1 Small Business Participation Commitment Document (Requirement for ALL OFFERORS, Large and Small)

All Offerors shall provide the following Small Business Participation Commitment information to demonstrate commitment to the inclusion of small businesses (as small business prime Offerors or small business subcontractors). The Offeror’s submission will be incorporated into any resulting contract(s).

Small Business Participation Commitment Minimum Requirements:

The Small Business Participation Commitment Document shall:

1. Specifically identify total Small Business firms. The document may also include a breakout of socio-economic status as defined in FAR part 19, to include:
 - Small Business (SB),
 - Small Disadvantaged Business (SDB),
 - Women-Owned Small Business (WOSB),
 - Historically Underutilized Business Zone (HUBZone) small business,
 - Service-Disabled Veteran-Owned Small Business (SDVOSB)
2. Demonstrate substantive commitment with each firm as defined above that are specifically identified in the proposal, such as: letters of commitment, Joint Venture agreements (indicating managing partner name/UEI), mentor/protégé agreements, or other demonstrations of commitment (i.e., binding commitments that will become enforceable/contractual requirements).
3. Identify the type and variety of the work each firm(s) are to perform (i.e., binding commitments that will become enforceable/contractual requirements).
4. Meet the minimum quantitative requirement of 20% small business prime Offerors and/or small business subcontractors in terms of the value of the total acquisition (total contract value) (i.e., binding commitments that will become enforceable/contractual requirements).

SBC Commitment Documentation. In addition to completing the Small Business Participation Commitment Document Attachment J-13, Offerors shall provide documentation detailing the nature of the commitment with the SBC (i.e., letter of commitment, joint ventures, mentor protégé agreements, others). Binding commitments shall become enforceable, contractual requirements.

SBC Quantitative Participation Documentation. In addition to completing Attachment J-13, Offerors shall provide detailed explanations/ documentation to support quantitative participation by SBCs (prime Offerors and small business subcontractors). The proposed quantitative

participation shall be proportionate to the % of the total value of the acquisition (% of total contract value). Binding commitments shall become enforceable, contractual requirements. Use Attachment J-13 in proposing this required information.

If the Prime Offeror is a Small Business. The work to be performed directly by a small business prime Offeror shall be evaluated as Small Business Participation. Small business prime Offerors shall include their entity's information in Attachment J-13 as required.

Semiannual Reporting. SBPC enforceable, contractual requirements shall require periodic progress reporting to facilitate government monitoring in the event of an award. Offerors are to propose a method for semiannual reporting of its performance relative to its commitments included within the Small Business Participation Commitment Document attachment in Section J, Attachment J-13.

All supporting documentation is excluded from the page count.

If the Offeror fails to comply to the requirements listed above to successfully validate the required small business participation commitment, the Government may deem the proposal not eligible for award.

L.18.2 Small Business Subcontracting Plan (applicable only to "Other Than Small" business Offerors)

Subcontracting Plans submitted to satisfy FAR 19.705-5 are not to be used as a substitute for documentation required to demonstrate Small Business Participation Commitment.

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 (Attachment J-28).

The Offeror 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).

The Offeror shall comply with paragraph (c)(1) of Alternate II of FAR 52.219-9.

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.19 Phase 2 – Volume 6: Price Proposal

The price volume, which shall be in an electronic format only, shall consist of the following, which are described further in this subsection:

- **Cover Sheet**, using sheet 1 within the functional category-specific Government-provided template at J-9A through J-9E as appropriate
- **IDIQ Pricing Narrative** (one file in Word or PDF) including all pricing assumptions, conditions, or exceptions (limit of 2 single-sided pages).
- **IDIQ Pricing Table**, using sheet 2 within the functional category-specific Government-provided template at J-9A through J-9E as appropriate
- **Sample TO (STO) Narrative** (one file in Word or PDF) including all pricing assumptions, conditions, or exceptions (limit of 2 single-sided pages).
- **Sample TO (STO) Pricing Table**, using sheet 3 within the functional category-specific Government-provided template at J-9A through J-9E as appropriate.

Price Proposal Instructions

- “Offeror,” as described herein, is identified in block 15A on Standard Form (SF) 33.
- The Offeror shall submit a compliant proposal. A compliant price proposal satisfies all pricing instructions stated under “Price Proposal Instructions” below.
- The pricing instructions stated under “Price Proposal Instructions” below apply to each functional category.
- Pricing Tables at Attachment J-9A through J-9E are provided for the five functional categories, respectively. The Offeror shall complete the pricing table provided within this RFP corresponding to its proposed functional category. The Offeror shall use the format provided and shall not provide alternate pricing tables.
- 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.
- “Contractor Manpower Equivalent (CME/FTE)” in worksheet 3 means the number of full-time employees being proposed.
- The number in the “Hours” column represents the RFP-specified estimated productive hours per year as follows:
 1. The 1,880 RFP-specified estimated productive hours are based on 2,080 annual hours minus 200 paid time off hours.
 2. The 200 hours reflects 88 holiday hours (10 days x 8 hours/day) plus 120 hours (15 annual leave days x 8 hours/day).
 3. The 940 RFP-specified estimated productive hours are based on one-half of: 2,080 annual hours minus 200 paid time off hours. The 200 hours reflects 80 holiday hours (10 days x 8 hours/day) plus 120 hours (15 annual leave days x 8 hours/day).

4. The foregoing productive hours are being used for evaluation purposes only.
- The Government specified an estimated cost comprised of estimated non-labor direct costs and associated estimated indirect costs.
 - The Six-Month Option to Extend pricing reflects any Government extension of the contract, pursuant to FAR 52.217-8 (Option to Extend Services).
 - To facilitate proposal preparation and evaluation, the Government locked and password-protected all cells not highlighted in orange.
 - The Contracting Officer will fill in the tables and other blank spaces in Section B, and Section J's Attachment J-1 (NTE Fully loaded Hourly Labor Rates) 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.
 - 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 contract is for commercial items and services. Instead, where applicable, the Government will require and rely upon data other than certified cost or pricing data.
 - 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.
 - The Offeror shall assume that the Government will not incorporate its price proposal, including any assumptions, into any resulting IDIQ contract.
 - Failure to comply with pricing instructions of section L and incorrect calculations may deem a proposal ineligible for award.

Pricing Workbooks

One of the following attachments shall be submitted, as appropriate, for the functional category being proposed:

- J-9 A: Functional Category 1
- J-9 B: Functional Category 2
- J-9 C: Functional Category 3
- J-9 D: Functional Category 4
- J-9 E: Functional Category 5

There is a cover page and two pricing worksheets within each J-9 Workbook which must be completed:

1. Cover Sheet – Company Info
2. IDIQ Pricing
3. Sample TO Pricing

The Offeror shall follow the instructions herein for each functional category for which the Offeror is submitting a proposal. Therefore, if the Offeror is submitting a proposal for more than one functional category, respectively, the Offeror shall follow the instructions herein multiple times.

- The Offeror shall complete the orange-highlighted areas only.
- The Offeror shall not hide or lock any rows, columns, or cells that contain proposed data.
- Each proposed NTE fully loaded hourly labor rate shall not exceed two decimal places.
- Each proposed dollar amount shall be in United States dollars.
- Each proposed fully loaded hourly labor rate shall be proposed as one (1) value regardless of whether the individual performing the labor category will work (either as an employee or consultant) for the prime Contractor or a subcontractor, and regardless of whether the work will occur at a Government Site, Contractor Site, or Other site.
- Each proposed NTE fully loaded hourly labor rate shall be based on a normal workweek of 40 hours (8 hours per day x 5 days per week), regardless of the days and times comprising the normal workweek.
- Each proposed NTE fully loaded hourly labor rate shall be based on performance by American Nationals (ANs) only. An “AN” is an individual who has legal status to work in the United States (e.g., United States citizen, United States resident alien, and individual with permit showing authorization to work in the United States).
- Each proposed NTE fully loaded hourly labor rate shall consist of an unloaded hourly labor rate plus 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. See Section B.4(i) for additional information.
- Also, any individual value proposed shall not be \$0.00 or other nominal amount. It shall be an amount commensurate with the corresponding labor category description and skill level identified in Section J’s Attachment J-2 (Labor Category Descriptions) and J-3 (Labor Category Skill Definitions), and with requirements contained in any other terms or attachments in the RFP.
- The Offeror shall verify all formulas and otherwise the arithmetic accuracy of all proposed information.

Volume 6a: IDIQ Pricing

The Offeror shall use, for pricing purposes, the following period of performance for the IT Management Services functional category (FC1):

- Base Year: March 27, 2023 – March 26, 2024
- Option Year 1: March 27, 2024 – March 26, 2025
- Option Year 2: March 27, 2025 – March 26, 2026
- Option Year 3: March 27, 2026 – March 26, 2027
- Option Year 4: March 27, 2027 – March 26, 2028
- Option Year 5: March 27, 2028 – March 26, 2029
- Option Year 6: March 27, 2029 – March 26, 2030

- Six-Month Option to Extend (FAR 52.217-8): March 27, 2030 – March 26, 2031

In Pricing Table 2, under “NTE Rate,” the Offeror shall propose one not-to-exceed (NTE) fully loaded IDIQ hourly labor rate per CLIN per period. Note: If the Offeror normally allocates indirectly the costs associated with a CLIN identified in Pricing Table 2, we remind the Offeror that such allocation does not relieve the Offeror from complying with each solicitation term, including this instruction.

In Pricing Table 2, each proposed NTE fully loaded hourly labor rate shall be based on the maximum requirements (i.e., maximum education, maximum training, maximum experience, highest potentially required skill level, maximum other requirements) contained in the applicable labor category description and skill level identified in Section J’s Attachment J-2 (Labor Category Descriptions) and J-3 (Labor Category Skill Definitions) and contained in any other terms or attachments in the RFP.

In Pricing Table 2, each proposed NTE fully loaded hourly labor rate shall be provided regardless of whether the individual performing the labor category will work: 1) in the continental United States (CONUS) under a 40-hour normal workweek, or 2) outside the continental United States (OCONUS) when working under a 40-hour normal workweek or on temporary duty (TDY) status under any normal workweek. “CONUS” means “the 48 contiguous states, Alaska, Hawaii, and the District of Columbia.” “TDY” means “anticipated to work less than a year.”

Optional: If the Offeror’s standard or published pricing labor category name differs from the Evolve labor category name, the Offeror may provide a crosswalk to that standard or published labor category name in column C for each instance (as necessary). This crosswalk is optional. Note: The Evolve labor category name will govern in any subsequent IDIQ or Task Order awards.

Volume 6b: Sample Task Order (STO) Pricing

For Sample TO Pricing, the Offeror shall only select and use RFP-specified Labor Category names shown in column B of the IDIQ Pricing worksheet (new labor category names shall not be created for Sample TO pricing).

Price Narratives

In addition to the pricing worksheets in Microsoft Excel, price narratives (for both IDIQ pricing and STO pricing) shall be provided as an accompaniment to sheets 2 and 3 above. The price narrative shall describe the rationale the Offeror applied to develop the rates within the proposed pricing workbook.

Pricing Assumptions, Conditions, or Exceptions

Within its price narratives, the Offeror shall make a definitive statement as whether any exceptions were taken to any of the terms and conditions contained in the solicitation or assumptions were made concerning the pricing proposed. All exceptions and assumptions shall be detailed with location information of where they are found in both the RFP and the proposal (Volume #, Section

#, and Page #). Failure to identify this information in its clearly marked section may deem the proposal unacceptable. The penalty for making false statements is prescribed in 18 USC 1001. False or misleading statements within the proposal will result in a reduced evaluation rating, regardless of the subject matter.

In the narrative, 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.

The narrative shall also include the Offeror's subcontracting cost/price analysis report(s). The report(s) shall include:

- Cost/price analysis technique(s) used (e.g., comparison of proposed prices received in response to the solicitation)
- Summary findings
- Detailed findings; and
- Basis for the determination of fair and reasonable proposed subcontract prices.
- For award of the contract, "proposed subcontract prices" shall mean "fully loaded hourly labor rates proposed by the subcontractor Offeror to the (prime) Offeror, or fully loaded hourly labor rates negotiated between the subcontractor Offeror and (prime) Offeror."

L.20 Section K Provisions

Offerors shall submit all information required under Section K of this solicitation, to include, FAR 52.204-7 (System for Award Management) and FAR 52.204-8 (Annual Representations and Certifications) a "full" printout of Reps and Certs documentation from the System for Award Management (SAM) database.

L.21 Standard Form 33 (SF-33)

Offerors shall complete blocks 12 through 18, as appropriate, of the SF 33. Offerors shall acknowledge all solicitation amendments either by signing and returning the SF 30 (i.e., cover page only) or by acknowledging the amendments in Block 14 of the SF 33.

L.22 Content of Resulting Contract

Any contract awarded as a result of this solicitation will contain Part I- The Schedule, Part II Contract- Clauses, and Part III - List of Documents, Exhibits and Other Attachments. Part IV - Section K - Representations, Certifications, and Other Statements of Offerors, will be incorporated into the resulting contract by reference. Blank areas appearing in these sections are to be completed by the Offeror or will be filled in by the Contracting Officer after negotiations have been completed.

L.23 Alternate Proposals

Alternate proposals will not be considered.

(End of Section L)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 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. Also, the full text of a clause may be accessed electronically at: www.acquisition.gov/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.2 General

The Government is conducting this source selection in accordance with FAR Part 12 using the competitive source selection procedures contained in FAR part 15 in accordance with FAR 12.102(b) and may establish a competitive range. The contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals in accordance with FAR Part 15.

As outlined in Section L.4, the Government intends to make multiple contract awards under each functional category.

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.3 Basis for Award

For each functional category, the Government will use the Best Value–Tradeoff source selection process, as defined at FAR 15.101-1 (Tradeoff Process). For each functional category, award may be made to the most highly qualified Offerors:

- which are deemed responsible
- whose proposals conform to the solicitation’s requirements; and
- whose proposals are determined to provide the best value to the Government based on tradeoffs.

The proposals offering the best value are the ones that identify the most highly qualified Offerors and are most advantageous to the Government, price and other factors considered. Such offers may not necessarily be the ones offering the lowest price or receiving the highest non-price rating.

Based on complete proposals received in both Phase 1 and Phase 2, the Contracting Officer and Source Selection Authority will determine what trade-off between the non-price factors and price promises the best value to the Government, price and other factors considered.

The Government intends to make award without discussions on the basis of initial proposals received. Therefore, the Offeror's initial offer should contain the best terms from a price and technical standpoint.

However, the Government may elect to make award with discussions if it is determined to be in the Government's best interest. Pursuant to FAR 52.215-1(f)(4) (Instructions to Offerors – Competitive Acquisition), the Contracting Officer may limit the number of proposals in the competitive range during Phase 2 to the greatest number that will permit an efficient competition among the most highly rated proposals.

If the Government elects to make award with discussions, it reserves the right, before requesting a final proposal revision, to:

- Limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals
- Make more than one competitive range determination
- Conduct more than one round of discussions, and
- Conduct more than one round of proposal revisions.

M.4 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. To be eligible for award, the Offeror must be a U.S. based firm with a current Top Secret (or higher) Facility Clearance. Non-U.S. based firms will not be considered for contract award.
- c. JV NOTE: To be eligible for award, either the JV itself or the individual partner(s) to the JV that will perform the necessary work under the functional category being proposed must possess a current Secret Facility Clearance at time of proposal.
- d. To be eligible for award, Offerors must meet all the criteria laid out within this solicitation.
- e. To be eligible for award, Offerors (including joint venture Offerors) must have a Unique Entity Identifier and be registered in the System for Award Management (SAM). Offerors, to include JV offerors, are required to have an active SAM registration (in the name of the Offeror(s), including the JV itself), at the time the proposal is submitted, or the proposal will be excluded and not eligible for further consideration. Per 2018 SAM revisions, a JV Offeror cannot rely on a JV member registration but must have its own.
- f. To be eligible for award, other than small business Offerors must submit an adequate/acceptable Small Business Subcontracting Plan.

- g. The Government may reject, without consideration of past performance or price, any proposal that has been rated “No Confidence” under any non-past performance and non-price factor. Such proposal may be considered technically unacceptable.
- h. The Government may reject any proposal whose offer is determined not responsible. The determination of Offeror responsibility will be made by the Contracting Officer and will be assessed on a pass/fail basis. The Government will make its determination of Offeror responsibility in accordance with FAR subpart 9.1 (Responsible Prospective Contractors) by using information available from other sources.
- i. 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.
- j. The accuracy of past performance data, including phone numbers of the points of contact are the full responsibility of the Offeror and inaccuracy may result in non-consideration of the reference.

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.5 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.6 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.7 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

Phase 1	<u>Factor 1: Superior Qualifications</u> a. Self-Scoring Submission b. Technical Challenge White Paper
	<u>Factor 2: Past Performance</u>
	<i>Advisory Down-Select</i>
Phase 2	<u>Factor 3: Sample Task Order Technical Submission</u>
	<u>Factor 4: Management Approach</u> a. Program Management b. IDIQ PM POC Resume c. Quality Control Solution d. Recruitment, Retention and Training e. Program Risk Management f. Supply Chain Risk Management (SCRM)
	<u>Factor 5: Small Business Participation</u> a. Small Business Participation Commitment Document (Required for ALL Offerors) b. Small Business Subcontracting Plan (Only required for Other than Small Offerors)
	<u>Factor 6: Pricing</u> a. IDIQ Pricing b. Sample Task Order Pricing

Order of Importance: Non-Price Factors and Subfactors are listed in descending order of importance.

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

In its evaluation, the Government will consider the strengths, weaknesses, and deficiencies associated with the Offeror's proposal to arrive at a confidence assessment of the Offeror's likelihood of successfully performing the requirements of the solicitation. Proposals which are disorganized or contain errors may be assigned weaknesses which lower the overall confidence rating. The tables below show the rating system the Government will use in its evaluation.

Table M3: Rating Definitions for Evaluation of Factors 1, 3, and 4

Confidence Rating	Description
High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the work.
Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the work.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the work.
No Confidence	Due to major error(s), omission(s), or elements within the proposal which substantially reduce evaluators' confidence. The proposal is flawed and/or indicates a lack of understanding of the objectives and requirements. No-Confidence technical Proposals may not be further considered for award.

Table M4: Rating Definitions for Evaluation for Factor 2 (Past Performance)

The following rating scales will be used in performing the Past Performance Confidence Assessment.

Past Performance Confidence Assessment	
Confidence in an offeror's ability to meet the Government's proposed requirements will depend on the quality of the offeror's past performance information and whether or not there are "less than satisfactory" ratings indicated.	
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.
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.

Past Performance Confidence Assessment	
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.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
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.

Table M5: Rating Definitions for Evaluation Factor 5 (Small Business Participation)

Confidence Rating	Definition
Increased	Proposal exceeds the minimum requirements in the RFP
Satisfactory	Proposal meets the minimum requirements in the RFP
Decreased	Proposal does not meet the minimum requirements in the RFP (Deficient Proposal)

M.8 Solicitation Phase One (1)

M.8.1 Proposal Preparation Compliance Determination

The Government will review proposals submitted to determine compliance with the proposal preparation instructions. If it is determined that the proposal is not in compliance with the instructions in Section L, the Government may deem that proposal to be unacceptable and it will not be evaluated further. The proposal may be removed from consideration for contract award.

M.8.2 Compliance Requirements

Each proposal review will begin with an initial screening to determine whether the Offeror fulfills all RFP submission requirements.

Offerors not meeting or unable to substantiate meeting all minimum submission requirements will receive no further consideration and the rest of their proposal response will not be reviewed.

M.8.3 Compliances Check:

Evaluators will verify all required items in Section L are submitted, complete, and accurate. The Offeror will be evaluated on a pass/fail basis for all minimum requirements. Offerors will pass only if:

- The Offeror provided a cover letter containing all of the required information in Section L.
- The Offeror provided all required attachments in Section L for each Phase.

M.9 Superior Qualifications (Factor 1)

M.9.1 Self-Scoring Submission (Factor 1a)

Following the acceptability review for each functional category, the evaluation team will review each of the submitted scoring criteria and validate whether viable artifacts were submitted for each.

Offers that lack adequate supporting documentation required for any scored items will result in a score of “zero (0)” for the item(s) not supported. The Government will not request nor accept additional artifacts for scoring validation after the RFP phase 1 submission period closes.

Superior Qualifications will be validated by the Government and scoring may be adjusted based on the presence or absence of adequate supporting artifacts. Only the highest rated offers will be considered for the advisory down select.

CAUTION: In the event the Government discovers an exaggerated Self-Score based on ambiguous, deceptive, faulty, or misleading, supporting documentation, the Offeror will immediately be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

M.9.1.1 Past Experience Validation

The Government will validate the Offeror’s Past Experience submission artifacts relative to what is claimed on the self-scoring sheet. The Government’s level of Confidence assessment will include:

- Size, scope, and complexity of the efforts,
- Relevance to the Scope in Section C
- Extent to which performance measures and service level metrics were applied to specific program objectives, and the actual results achieved against those measures.
- How the Offeror’s past experience demonstrates their capability and capacity to deliver high quality service and solutions in a performance-based environment.

M.9.2 Technical Challenge White Paper (Factor 1b)

In its evaluation, the Government will consider the strengths, weaknesses, and deficiencies associated with the Offeror’s technical challenge white paper to arrive at a confidence assessment of the Offeror’s likelihood of successfully performing TO requirements under Evolve. The Offeror’s response will be evaluated holistically using the total confidence methodology, but the Government will also consider the following specific criteria in its review of the solution proposed:

- a. How well the Offeror made additional, reasonable assumptions to adapt to the constraints of the technical challenge
- b. How well the Offeror applied OMB mandates and federal regulations to their approach
- c. How well the Offeror analyzed the problem to demonstrate an understanding of the constraints and opportunities
- d. How perceptive the Offeror's insights are and their relevance to solving the problem
- e. How well the offeror leveraged proven maturity models, frameworks, or standards
- f. How well the offeror introduced cutting edge Innovation into their approach
- g. How the Offeror demonstrates competent research and independent critical thinking skills
- h. How well the Offeror's approach balances the need to innovate with "keeping the lights on" and optimizing operational costs, both on-premises and off, while ensuring flexibility and scalability for future requirements.

M.10 Past Performance (Factor 2)

The Government will assess its level of Confidence that the offeror will successfully perform the requirements based on the favorable or unfavorable past performance of an Offeror in performing the specific effort. The past performance evaluation will examine the Offeror's performance on the efforts submitted. Past performance questionnaires (PPQs) missing a valid signature of the stated author of the PPQ will not be evaluated.

Favorable past performance is defined as: each past performance assessment receiving a satisfactory or better rating for all rated elements. The Offeror will not be evaluated favorably or unfavorably where there is not a CPARS record of relevant past performance or a PPQ submitted. The proposal shall stand on its own; 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.

Other Sources:

The Government reserves the right to contact references for any submitted past performance example. Additional references may also be contacted.

The Government reserves the right to contact customers identified in the proposal and solicit further information about performance regarding quality, timeliness, and cost. The accuracy of past performance data, including phone numbers of the points of contact are the full responsibility of the Offeror and inaccuracy may result in non-consideration of the reference.

Other related past performance information may be sought and used for evaluating completeness and accuracy of the Contractor's proposals. Past performance information may be obtained from a variety of sources including other government contracting activities reports, GAO Reports and Procurement Fraud Information.

M.11 Solicitation Phase Two (2)

At the end of Phase One (1) the Government will notify Offerors as to whether their proposal(s) are likely or unlikely to result in a contract award. Offerors will be asked to “Opt In” or “Opt Out” of Phase 2.

The Government will only consider for award those Offerors who submitted compliant Phase 1 proposals and who opt in by the deadline on the Advisory Down-Select notification. To be evaluated, Phase 2 volumes must be submitted and received by the closing date and time listed on the Advisory Down-Select notification.

M.12 Sample Task Order Technical Volume (Factor 3)

The Government will evaluate the offeror’s sample TO volume to determine a level of confidence that the offeror’s approach will successfully meet the sample task requirements. The Government will evaluate the extent to which the Offeror’s approach:

- Presents a technical approach that is feasible, practical, and appropriate in accomplishing the requirements detailed in the performance work statement.
- Feasible – can successfully accomplish the tasks with the identified resources
- Practical – logical approach that does not introduce high level of risk in order to successfully complete the task requirements
- Appropriate – a suitable approach that is within the scope of the TO and satisfies all the task requirements (i.e., the right tool for the job)
- Identifies potential challenges, risks, and associated mitigation strategies.
- Clearly aligns with the strategic goals, legislation, and outcomes and objectives as listed in the solicitation
- Includes improvements, benefits, and innovative approaches
- Utilizes commercial off-the-shelf (COTS) and Government off-the-shelf (GOTS) solutions over sophisticated, and overly complicated customized solutions.

M.13 Management Approach (Factor 4)

The Government will assess its total confidence in the Offeror’s program management, quality control approaches, recruitment retention & training, and ability to achieve results through subcontracting. The Offeror’s response will be evaluated holistically using the total confidence methodology. The Government may consider the following in its confidence assessment:

1. ***M.13.1 a. Program Management:*** The approach and methodologies to the planning, execution, tracking, invoicing, and reporting of the TOs awarded under this contract demonstrate sound and logical business practices. Implementation of industry and ITIL best practices to track and report performance metrics/data regularly and builds in flexibility to provide requested metrics/data as needed in alignment with Government objectives.

Implementation of continuous improvement to gain efficiencies demonstrated through metrics/data provided.

M.13.2 b. IDIQ PM POC Resume: The Government shall evaluate the Offeror's proposed Program Manager to determine whether their experience is commensurate with the requirements of a contract of similar size, scope, and complexity. Identification of projects managed with standard formal process models other than CMM and ITIL will be considered. Consideration of formal process experience will be based on the project's (projects') scope, size, and applicability to Evolve and the associated functional category; the level to which the process was applied in the cited project(s); and the candidate's specific role in the project(s).

M.13.3 c. Quality Control: The Government will evaluate the extent to which the Offeror's Quality Control solution includes a comprehensive, verifiable, and self-implementing approach for monitoring its performance. In addition, the Government will evaluate the extent to which the Offeror's process determines root cause analysis for issues/outages and take the requisite corrective action

M.13.4 d. Recruitment, Retention and Training: For the Prime Offeror (i.e., the legal entity proposing on this procurement), the Government will determine its confidence in 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 for the last three (3) year period.

M.13.5 e. Program Risk Management: The Government will evaluate the Offeror's process of identifying, analyzing, and responding to any risks that may arise over the lifecycle of the program. Emphasis will be placed on the Offeror's accurate identification of realistic risks for the functional category being proposed and the demonstration of the most appropriate response(s) to avoid or mitigate those risks (including analyses and remediation techniques).

M.13.6 f. Supply Chain Risk Management (SCRM)

The Government will assess the strength of the offeror's approach to SCRM by reviewing Attachment J-27. The Government will focus on whether the completed attachment provides evaluators with confidence that the Offeror has a strong SCRM approach: that it successfully develops relationships with suppliers (forming "one team"), that it will continually provide DOS with the best sources of solutions and services, and that it will use a systematic approach to identify the highest quality suppliers and the most relevant and modern technologies, services, and techniques available in the marketplace

M.14 Small Business Participation (Factor 5)

All offerors (both other than small businesses and small businesses) will be evaluated on the extent of proposed participation/commitment to use of U.S. small businesses in the performance of this acquisition (as small business prime offerors or small business subcontractors) relative to the

objectives and requirements established herein. The Government will evaluate the following and assign a confidence rating:

- Whether the Offeror met all small business participation commitment minimum requirements in Section L.
- The extent to which firms as defined in FAR Part 19, are specifically identified in Attachment J-13 (and J-18, if applicable) and supporting documentation.
- The extent to which offerors demonstrate substantive commitment to small business firms, such as, letters of commitment, Joint Ventures, mentor/protégé agreements, or other demonstrations of commitment (i.e., binding commitments will become enforceable/contractual requirements).
- The extent to which the offeror provides detailed explanations/documentation supporting the proposed quantitative participation.

M.15 IDIQ Price (Factor 6)

The Government will perform a separate price evaluation for each functional category, as contracts will be awarded for each functional category. The Government will use the RFP-specified FTEs and hours proposed for evaluation purposes only. The Government does not commit to order these quantities. The Government may request and use other than cost or pricing data to evaluate price. The Government will conduct price evaluations for each functional category to determine:

- That the pricing provided for the Sample TO is fair and reasonable and represents best value to the Government considering any tradeoffs, and
- That the final IDIQ price for the given functional category is fair and reasonable. The Government will use one or more of the proposal analysis techniques stipulated in FAR 15.404 (Proposal Analysis) to conduct the evaluation.

a. IDIQ Pricing

For each functional category, the principal basis for evaluating price as a factor for contract award under this solicitation will be an evaluation of the reasonableness of the Offeror's overall proposed price identified in the given functional category's Pricing Table 2. "Overall proposed price" is the grand total of all pricing as shown in the pricing tables for each functional category.

The Government will use the RFP-specified and proposed dollar amounts in Pricing Table 2 for evaluation purposes only. The Government does not commit to pay these amounts. However, the NTE fully loaded hourly labor rates proposed in Pricing Table 2 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.

For each functional category, the Government will evaluate offers for contract award purposes by adding the total proposed price for all option periods and extension to the total proposed price

for the base period. Evaluation of options and extension will not obligate the Government to exercise the option(s) and extension, respectively.

b. Sample TO Pricing

Sample TO pricing will be evaluated by the Government, based on an analysis of the overall price (and components of the overall price) for price reasonableness in relation to the Proposed solution.

Failure to comply with pricing instructions of section L and incorrect calculations may deem a proposal ineligible for award.

(End of Section M)