

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		RATING	PAGE 1 OF 1 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER TIB-2013-RFP-0012	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 01/25/2013	6. REQUISITION/PURCHASE NUMBER TIB-2014-STD-0001
7. ISSUED BY Federal Retirement Thrift Investment Board (FRTIB)		CODE	8. ADDRESS OFFER TO (If other than item 7) 77 K Street, NE, Suite 1000 Washington, DC 20002		

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

SOLICITATION

9. Sealed offers in original and See Sect L.11 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in See Section L.13 Delivery Instructions until 3:00 PM local time 03/13/2013
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Marisol Vargas-Busch	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS marisol.vargas-busch@tsp.gov
		AREA CODE 202	NUMBER 942	EXT. 1621	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	74
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	17	X	J	LIST OF ATTACHMENTS	77
X	D	PACKAGING AND MARKING	19	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	20	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	78
X	F	DELIVERIES OR PERFORMANCE	22				
X	G	CONTRACT ADMINISTRATION DATA	28	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	84
X	H	SPECIAL CONTRACT REQUIREMENTS	34	X	M	EVALUATION FACTORS FOR AWARD	126

OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 280 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
--	---	---	---	------------------

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

SECTION B – SUPPLIES OR SERVICES AND PRICES

B.1 CONTRACT TYPE

(a) The contract type is Cost Plus Fixed Fee (CPFF) for the core work identified in CLINs:

0001-0004
 0005 (if exercised)
 0006-0008
 0010-0012
 1001-1004
 1005 (if exercised)
 1006-1008
 1010-1012
 2001-2004
 2005 (if exercised)
 2006-2008
 2010-2012
 3001-3004
 3005 (if exercised)
 3006-3008
 3010-3012

(b) The Indefinite Delivery Indefinite Quantity work to be performed may be CPFF, Firm Fixed Price (FFP) or Time and Materials (T&M) in CLINs:

0009
 1009
 2009
 3009

(End of Provision)

B.2 PERIOD OF PERFORMANCE

Base Period of Performance (two years)	October 1, 2013 through September 30, 2015
Option Period 1 (two years)	October 1, 2015 through September 30, 2017
Option Period 2 (one year)	October 1, 2017 through September 30, 2018
Option Period 3 (one year)	October 1, 2018 through September 30, 2019

(End of Provision)

B.3 DEFINITION OF CORE AND IDIQ WORK TO BE PERFORMED

(a) **Core:** All operations and sustained engineering related to the service environment as described in SOW Section 2.0 through Section 10.4.3 are Core requirements (SOW Section 7 is applicable only if CLINs 0005, 1005, 2005, 3005 are exercised). Small adjustments or short-term projects (e.g. minor enhancements, defects, configuration changes, incremental adjustments to system capacity) valued at less than or equal to \$250,000 per incident, up to five percent of total expenditures per contract year, are included in Core.

(1) Small adjustments or short-term projects in excess of the five percent of total expenditures per contract year will be handled as IDIQ tasks.

(b) **IDIQ:** Significant adjustments valued in excess of \$250,000 per incident or long term projects are identified as IDIQ tasks. These items include CLINs 0009, 1009, 2009, 3009.

(c) **Core Adjustments:** Reviews will be conducted periodically, at the Agency's discretion, to adjust the core service baseline environment through contract modification for the cumulative effect of all adjustments completed since the last review.

(End of Provision)

B.4 IDIQ MINIMUM AND MAXIMUM ORDERING VALUE

Period of Performance	MIN	MAX
Base Period of Performance	\$1,000,000	\$30,000,000
Option Period 1 (two years)	\$1,000,000	\$36,000,000
Option Period 2 (one year)	\$1,000,000	\$21,000,000
Option Period 3 (one year)	\$1,000,000	\$23,000,000

(End of Provision)

B.5 SUPPLIES AND/OR SERVICES

The Contractor shall furnish and make available all professional, technical, administrative and management services, as well as supplies, materials, contractor data, and facilities needed to accomplish the requirements in the SOW, for the period of performance stated in Paragraph B.2.

(a) The dates for CLINs 0001 through 0012 are expected to be from October 1 2013 until September 30, 2015.

Table B.6.1 – Base Period

CLIN	Contract Line Item No. (CLIN) Description	WBS/SOW Reference	Contract Type	Estimated Cost/Price	Unit Price	Total Amount
0001	Program Management	WBS: 1.0 SOW: 2.0 Schedules A&B	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
0002	Data Center Services	WBS: 2.0 SOW: 3.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
0003	Data Network Services	WBS: 3.0 SOW: 4.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
0004	Voice Network Services	WBS: 4.0 SOW: 5.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$

CLIN	Contract Line Item No. (CLIN) Description	WBS/SOW Reference	Contract Type	Estimated Cost/Price	Unit Price	Total Amount
				Total CPFF		\$
0005**	End User Services	WBS: 5.0 SOW: 6.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
0006	Service Desk Services	WBS: 6.0 SOW: 7.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
0007	Application Services	WBS: 7.0 SOW: 8.0 Schedule B	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
0008	Recordkeeping Services	WBS: 8.0 SOW: 9.0 Schedule B	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$

Table B.6.2 – Base Period

CLIN	Contract Line Item No. (CLIN) Description	SOW Reference	Contract Type	Estimated Cost/Price	Unit Price	Total Amount
0009**	IDIQ ***			Min		\$1,000,000
				Total CPFF		\$
0010	Travel and Training (Non-Fee Bearing)		Cost			
0010a	Travel		Cost			\$300,000
0010b	ODC Training		Cost			\$130,000
	Total					\$

0011	Contractor Acquisitions (Non-Fee Bearing)	SOW: 3.3.1.2.4	Cost		N/A	\$1,000,000
0012	Facility and Occupancy Price		FFP	24 months	\$(insert monthly price)	\$
	Total					\$

(b) The estimated dates for CLINs 1001 through 1012 are expected to be from October 1 2015 until September 30, 2017.

Table B.6.3 – Option Period 1

CLIN	Contract Line Item No. (CLIN) Description	SOW Reference	Contract Type	Estimated Cost/Price	Unit Price	Total Amount
1001	Program Management	WBS: 1.0 SOW: 2.0 Schedules A&B	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$

CLIN	Contract Line Item No. (CLIN) Description	SOW Reference	Contract Type	Estimated Cost/Price	Unit Price	Total Amount
1002	Data Center Services	WBS: 2.0 SOW: 3.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
1003	Data Network Services	WBS: 3.0 SOW: 4.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
1004	Voice Network Services	WBS: 4.0 SOW: 5.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
1005**	End User Services	WBS: 5.0 SOW: 6.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
1006	Service Desk Services	WBS: 6.0 SOW: 7.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$

CLIN	Contract Line Item No. (CLIN) Description	SOW Reference	Contract Type	Estimated Cost/Price	Unit Price	Total Amount
				Fee	__%	\$
				Total CPFF		\$
1007	Application Services	WBS: 7.0 SOW: 8.0 Schedule B	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
1008	Recordkeeping Services	WBS: 8.0 SOW: 9.0 Schedule B	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$

Table B.6.4 – Option Period 1

CLIN	Contract Line Item No. (CLIN) Description	SOW Reference	Contract Type	Estimated Cost/Price	Unit Price	Total Amount
1009**	IDIQ ***			Min		\$1,000,000
				Total CPFF		\$
1010	Travel and Training (Non-Fee Bearing)		Cost			
1010a	Travel		Cost			\$300,000
1010b	ODC Training		Cost			\$130,000
	Total					\$
1011	Contractor Acquisitions (Non-Fee Bearing)	SOW: 3.3.1.2.4	Cost		N/A	\$1,000,000

1012	Facility and Occupancy Price		FFP	24 months	\$(insert monthly price)	\$
	Total					\$

(c) The estimated dates for CLINs 2001 through 2012 are expected to be from October 1 2017 until September 30, 2018.

Table B.6.5 – Option Period 2

CLIN	Contract Line Item No. (CLIN) Description	SOW Reference	Contract Type	Estimated Cost/Price	Unit Price	Total Amount
2001	Program Management	WBS: 1.0 SOW: 2.0 Schedules A&B	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
2002	Data Center Services	WBS: 2.0 SOW: 3.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
2003	Data Network Services	WBS: 3.0 SOW: 4.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$

CLIN	Contract Line Item No. (CLIN) Description	SOW Reference	Contract Type	Estimated Cost/Price	Unit Price	Total Amount
2004	Voice Network Services	WBS: 4.0 SOW: 5.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
2005**	End User Services	WBS: 5.0 SOW: 6.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
2006	Service Desk Services	WBS: 6.0 SOW: 7.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
2007	Application Services	WBS: 7.0 SOW: 8.0 Schedule B	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
2008	Recordkeeping Services	WBS: 8.0 SOW: 9.0 Schedule B	CPFF	Est. Cost	\$	\$
				COM	\$	\$

CLIN	Contract Line Item No. (CLIN) Description	SOW Reference	Contract Type	Estimated Cost/Price	Unit Price	Total Amount
				Fee	_%	\$
				Total CPFF		\$

Table B.6.6 – Option Period 2

CLIN	Contract Line Item No. (CLIN) Description	SOW Reference	Contract Type	Estimated Cost/Price	Unit Price	Total Amount
2009**	IDIQ ***			Min	\$	\$1,000,000
				Total CPFF		\$
2010	Travel and Training (Non-Fee Bearing)		Cost			\$
2010a	Travel		Cost			\$150,000
2010b	ODC Training		Cost			\$65,000
	Total					\$

2011	Contractor Acquisitions (Non-Fee Bearing)	SOW: 3.3.1.2.4	Cost		N/A	\$500,000
2012	Facility and Occupancy Price		FFP	12 months	\$(insert monthly price)	\$
	Total					\$

(d) The estimated dates for CLINs 3001 through 3012 are expected to be from October 1 2018 until September 30, 2019.

Table B.6.7 – Option Period 3

CLIN	Contract Line Item No. (CLIN) Description	SOW Reference	Contract Type	Estimated Cost/Price	Unit Price	Total Amount
3001	Program Management	WBS: 1.0 SOW: 2.0 Schedules A&B	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
3002	Data Center Services	WBS: 2.0 SOW: 3.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
3003	Data Network Services	WBS: 3.0 SOW: 4.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
3004	Voice Network Services	WBS: 4.0 SOW: 5.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$

CLIN	Contract Line Item No. (CLIN) Description	SOW Reference	Contract Type	Estimated Cost/Price	Unit Price	Total Amount
3005**	End User Services	WBS: 5.0 SOW: 6.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
3006	Service Desk Services	WBS: 6.0 SOW: 7.0 Schedule A	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
3007	Application Services	WBS: 7.0 SOW: 8.0 Schedule B	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$
3008	Recordkeeping Services	WBS: 8.0 SOW: 9.0 Schedule B	CPFF	Est. Cost	\$	\$
				COM	\$	\$
				Fee	__%	\$
				Total CPFF		\$

Table B.6.8 – Option Period 3

CLIN	Contract Line Item No. (CLIN) Description	SOW Reference	Contract Type	Estimated Cost/Price	Unit Price	Total Amount
3009**	IDIQ ***			Min	\$	\$1,000,000
				Total CPFF		\$
3010	Travel and Training (Non-Fee Bearing)		Cost			\$
3010a	Travel		Cost			\$150,000
3010b	Attend Training		Cost			\$65,000
	* Total					\$

3011	Contractor Acquisitions (Non-Fee Bearing)	SOW: 3.3.1.2.4	Cost		N/A	\$500,000
3012	Facility and Occupancy Price		FFP	12 months	\$(insert monthly price)	\$
	Total					\$

*The Agency reserves the right to exercise these CLINs, at the cost proposed, at any time within the first 12 months of performance in any performance period.

**This is an IDIQ CLIN and all Task Orders issued will be applied to the guaranteed minimum quantity and maximum quantity as provided in the “Minimum/Maximum Amount of Supplies or Services” stated in Section B.4. The contract types for this CLIN could vary from CPFF, FFP and T&M. Task Order proposals must utilize the not-to-exceed rates and factors delineated in Attachment B.1 for pricing all task orders contemplated or issued in accordance with the “Task Ordering Procedure” and “Supplemental Task Ordering Procedures” clauses of the contract.

(e) The dates for CLIN 0000 (Phase In) are expected to be from August 1 2013 until September 30, 2013.

Table B.6.9 – Phase-In Period

CLIN	Contract Line Item No. (CLIN) Description	SOW Reference	Contract Type	Estimated Cost/Price		Total Amount
0000***	Phase In		FFP			
	Total Phase In					\$

*** Phase In will be handled via a separate purchase order/contract and is not to be included in the proposed total.

(End of Provision)

B.6 LIST OF ATTACHMENTS

Attachment	Title
B.1	IDIQ FULLY LOADED- DIRECT LABOR RATES MATRICES

(End of Provision)

(End of Section B)

SECTION C – STATEMENT OF WORK (SOW)

C.1 DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

- (a) The Federal Retirement Thrift Investment Board (FRTIB or Agency) seeks a Contractor to provide Technology and Enterprise Support Services (TESS) for a base and three option periods.
- (b) The Statement of Work is Section J Attachment 1.

(End of Provision)

C.2 BACKGROUND

- (a) The Federal Retirement Thrift Investment Board (FRTIB or the Agency) is an independent Federal government Agency in the Executive Branch created by the Federal Employees' Retirement System Act of 1986 (FERSA). The Thrift Savings Plan (TSP or plan) is a retirement savings and investment plan for Federal civilian employees and members of the uniformed services that offers its participants the same type of savings and tax benefits that many private corporations offer their employees under I.R.C.§401(k) plans. As of June 30, 2012, the TSP had approximately 4.5 million participants, of which an estimated 4% are domiciled overseas. With over \$320 billion in assets, the TSP is the largest participant-directed defined contribution plan in the world. The Federal Acquisition Regulation (FAR) informs the Agency's procurement activities; however, as a non-appropriated fund Agency, it is not bound by the FAR. The mission of the FRTIB is to administer the TSP solely in the interest of the participants and beneficiaries. In fulfilling this mission, the FRTIB strives to offer high quality services and benefits, while maintaining low administrative costs.

(End of Provision)

C.3 PURPOSE

- (a) To provide a broad range of Core and IDIQ IT and IT-related Recordkeeping support services for Program Management and Cross Functional Services, and:
 - (1) Section A: Infrastructure and Operations Service Towers including Data Center, Data Network, Service Desk, Voice Network, and End User Services;
 - (2) Section B: Service Towers for Business Process (Recordkeeping) and Applications.

(End of Provision)

C.4 NON-PERSONAL SERVICES

(a) This award identifies services that are strictly non-personal in nature.

(End of Provision)

C.5 INHERENTLY GOVERNMENTAL FUNCTIONS

(a) This requirement has been reviewed and contains no services that are inherently governmental functions.

(End of Provision)

(End of Section C)

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause.

The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Date</u>	<u>Title</u>
NONE	NONE	NONE

(End of Clause)

D.2 PACKAGING, HANDLING, AND TRANSPORTATION

(a) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(b) The Contractor must place the requirements of this clause in all subcontracts, if applicable.

(End of Clause)

(End of Section D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause.

The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Date</u>	<u>Title</u>
52.246-3	MAY 2001	INSPECTION OF SUPPLIES-COST REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES-COST REIMBURSEMENT

(End of Clause)

E.2 INSPECTION AND ACCEPTANCE

The basis for acceptance shall be compliance with the requirements set forth in this contract. The Agency Contracting Officer Representatives (CORs) will have the right to reject or require correction of any deficiencies found in deliverables. In the event of rejection of any deliverable, the Contractor will be notified in writing by the COR of the specific reasons why the deliverable was rejected. If no comments from the COR are provided within 10 business days of receipt, the deliverable will be deemed to have been accepted by the Agency.

(End of Clause)

E.3 MATERIAL INSPECTION AND RECEIVING REPORT

- (a) At the time of each delivery to the Agency under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in an original and two (2) copies.
- (b) The Contractor shall prepare the DD Form 250 in accordance with the sample provided in Section J, Attachment 5. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which

shall be securely attached to the exterior of the package in the most protected location.

- (c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest number of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of Clause)

(End of Section E)

SECTION F – DELIVERABLES

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause.

The following contract clauses pertinent to this section are hereby incorporated:

<u>Clause Number</u>	<u>Date</u>	<u>Title</u>
NONE	NONE	NONE

(End of clause)

F.2 PLACES OF PERFORMANCE

- (a) The places of performance include the Contractor's facilities, FRTIB headquarters, FRTIB data centers, FRTIB operating location(s), and current/future FRTIB Contractor locations.
- (b) The Contractor's primary facility shall be located within 25 statute miles of 77 K St. NE, Washington, DC 20002. "Facility" refers to the physical office space where Contractor staff and Contractor materials will be located to service this contract.

(End of clause)

F.3 DELIVERABLES MANAGEMENT

(1) Right To Surveil

- (a) The Agency reserves the right to surveil all services and requirements called for in this SOW in accordance with the intent of FAR Part 46 to determine whether the Contractor is meeting performance requirements.

(2) Contract Data Requirements

NUMBER	TITLE
SECTION 1.0	Contract Management
MGMT-01	Contract Management Plan
MGMT-02	Information Security Program Plan and Reports
MGMT-03	Monthly Contractor Financial Management Report
MGMT-04	Quarterly Contractor Financial Management Report
MGMT-05	Contract Close Out Plan
MGMT-06	Organization Conflict of Interest Management Plan
SECTION 2.0	Program Management
PMGMT-01	Program Management Report
PMGMT-02	Task Status Report
SECTION 3.0	Cross Functional Services
CROSS-01	Standard Operating Procedures
CROSS-02	Service Level Requirement Performance Report
CROSS-03	Capacity Management Report
CROSS-04	Asset Management Audit Report
CROSS-05	Asset Disposition Report
CROSS-06	Incident Summary Report
CROSS-07	Problem Report
CROSS-08	Change Management and Release Management Report
CROSS-09	Disaster Recovery Test Report / Presentation
CROSS-10	Disaster Recovery Plans
CROSS-11	Improvement Plans
CROSS-12	Operations Report
CROSS-13	Implementation Package
CROSS-14	Transition Package
SECTION 3.3.1.3.5	Security Services
SEC-01	Vulnerability / Penetration Test Report
SEC-02	Security Incident Report
SEC-03	Security Violations Report
SEC-04	Security Management Report
SECTION 4.0	Data Center Services
DC-01	Data Center Services SOW Appendices
SECTION 5.0	Data Network Management Services
NET-01	Data Network Management Services SOW Appendices
SECTION 6.0	Voice Network Services
VOICE-01	Voice Network Services SOW Appendices
VOICE-02	Voice Services Usage Report
VOICE-03	Contact Center Voice Services Usage Report
SECTION 7.0	End User Services
USER-01	End User Services SOW Appendices

(3) Management of Contract Data Requirements (CDRLs)

- (a) The Contractor shall submit electronic CDRL(s) as specified herein. The Contractor shall encrypt all electronic CDRLs using the latest FRTIB encryption standard. If the CDRL due date falls on a weekend or holiday, the Contractor shall submit the deliverable on the last business day prior to the due date. CDRLs shall be submitted to the COR(s) using the required versions and type of software that are compatible with the FRTIB software. (Upon request, the COR will address the required version and type of software.) If Agency approval is required in the CDRL description, the Contractor shall include the request for approval at the time of submission. Upon receipt of the CDRL, the COR(s) has 10 business days to inform the contractor of rejection or request for rework. The Contractor shall make a reasonable attempt to contact the FRTIB to discuss the deliverable. If the COR(s) has not notified the Contractor within 10 business days of receipt of the deliverable, the Contractor may assume that the CDRL is acceptable.

(End of clause)

F.4 ABBREVIATIONS, ACRONYMS, AND DEFINITIONS OF AGENCY WORDS AND TERMS

- (a) Abbreviations and Acronyms

Abbreviation or Acronym	Definition
ACC	Accounting Mainframe
AC	Access Control
ACD	Automated Call Distribution
ACH	Automated Clearing House
ACL	Access Control List
AD	Application Development
ADH	Ad Hoc Database
AMI	Asset Management Interface
AO&M	Applications Operations and Maintenance
API	Agency Payroll Interface
API OL	Agency Payroll Interface Online
ATS	Agency Technical Services
BI	Background Investigation
C&A	Certification and Accreditation
CAB	Change Advisory Board
CAS	Cost Accounting Standards
CCR	Central Contractor Registration
CFIS	Cash Flow Investment System

Abbreviation or Acronym	Definition
CI(s)	Configuration Items
CM	Configuration Management
CMDB	Configuration Management Database
CO	Contracting Officer
CODIS	Court Order Document Information System
COR	Contracting Officer Representative
COTS	Commercial off-the-shelf
CP	Contingency Planning
CPFF	Cost Plus Fixed Fee
CTI	Computer Telephony Integration
DASD	Direct Access Storage Devices
DBMS	Database Management System
DCAA	Defense Contract Audit Agency
DeDIS	Death Document Imaging System
DHCP	Dynamic Host Control Protocol
DHS	Definitive Hardware Store
DNS	Domain Name Service
DOD	Department of Defense
DR	Disaster Recovery
DSL	Definitive Software Library
DSUB	Web-based Data Submission Application
EAI	Enterprise Application Integration
EFT	Electronic Funds Transfer
EIN	Employee Identification Number
EISRM	Enterprise Information Security and Risk Management
FAR	Federal Acquisition Regulation
FCCM	Facilities Capital Cost of Money
FFP	Firm Fixed Price
FIPS	Federal Information Processing Standards
FISMA	Federal Information Security Management
FPRA	Forward Pricing Rate Agreement
FRTIB, TIB, Agency	Federal Retirement Thrift Investment Board
FSC	Forward Schedule of Changes
G & A	General and Administrative
GFI	Government Furnished Information
HIDS	Host-based Intrusion Detection/Prevention Services
IA	Identification and Authentication
IDIQ	Indefinite Delivery Indefinite Quantity
IMACs	Install, Moves, Adds, Changes
IP	Internet Protocol
IR	Incident Response
IRS	Internal Revenue Service
ISO	Information Security Officer

Abbreviation or Acronym	Definition
IT	Information Technology
ITSM	Information Technology Service Management
IVR	Interactive Voice Response; called the Thriftline at the TSP
KPIs	Key Performance Indicators
LBX	Lock Box
LPU	Limited Personal Use
MBI	Minimum Background Investigation
MIBs	Management Information Bases
Misc Adj	Miscellaneous Adjustment
MP	Media Protection
NACI	National Agency Check Inquiry
NAICS	North American Industry Classification System
NAS	Network Attached Storage
NIDS	Network-based Intrusion Detection/Prevention Services
NIST	National Institute of Standards and Technology
ODC	Other Direct Cost
OH	Overhead
OLAs	Operating Level Agreements
ORCA	Online Representations and Certifications Application
PII	Personal Identifiable Information
PM	Program Management
PoA&M	Plan of Action and Milestones
PSR	Participant Services Representative
QA	Quality Assurance
QoS	Quality of Service
RAID	Redundant Array of Independent disks
RFC	Request for Change
RFP	Request for Proposal
RTN	Routing Termination Number
RTO	Representative Task Order
SAN	Storage Area Network
SBM	Serena Business Manager
SCR	Software Change Request
SLA	Service Level Agreements
SLRs	Service Level Requirements
SOP	Standard Operating Procedures
SOW	Statement of Work
SP	Special Publications
SPOC	Service desk Single Point of Contact
SS	Services Summary
SSN	Social Security Number
T & M	Time and Materials
TBD	To Be Determined
TCP	Total Compensation Plan

Abbreviation or Acronym	Definition
TESS	Technology Enterprise Support Services
TIB	Federal Retirement Thrift Investment Board
TIN	Taxpayer Identification Number
TR and R	Technology Refreshment and Replenishment
TRIS	TSP Reporting Interface System
TSP	Thrift Savings Plan
VoIP	Voice over Internet Protocol
VPN	Virtual Private Network
WAN	Wide Area Network
YTD	Year-to-date

(End of clause)

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 FINANCIAL MANAGEMENT

(1) Invoicing

- (a) Invoicing and payment for services rendered through this contract shall be made electronically in accordance with FAR 52.232-33. Invoices shall be submitted monthly by the fifth business day of the following month to invoice@tsp.gov.
- (b) The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract or the issuance of final rate determinations by Defense Contract Audit Agency (DCAA) or Defense Contract Management Agency (DCMA), whichever is later, unless the Contractor requests and is granted an extension by the Contracting Officer in writing.
- (c) For billing purposes, the invoice shall contain the following:
 - 1. Contract Number
 - 2. CLIN Task Number (if applicable)
 - 3. A unique identifying Contractor invoice number
 - 4. Contractor Bank Account Number
 - 5. Contractor Bank Routing Number
 - 6. Contractor EIN
 - 7. Contractor DUNS number

(2) **52.232-33 -- Payment by Electronic Funds Transfer--Central Contractor Registration (Oct. 2003)**

(a) Method of payment

- (1) All payments by the Agency under this contract shall be made by Electronic Funds Transfer (EFT), except as provided in paragraph (a) (2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Agency is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Agency to extend the payment due date until such time as the Agency can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information

- (1) The Agency shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Agency may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Agency need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers
 - (1) If an uncompleted or erroneous transfer occurs because the Agency used the Contractor's EFT information incorrectly, the Agency remains responsible for--
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds
- (f) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Agency release of the EFT payment transaction instruction to the Federal Reserve System, and—
 - (i) If the funds are no longer under the control of the payment office, the Agency is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Agency shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract, if in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- (h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Agency, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (i) Liability for change of EFT information by financial agent. The Agency is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Agency may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Agency does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Agency. If the Agency makes payment by check in accordance with paragraph (a) of this clause, the Agency shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

G.2 POINTS OF CONTACT AND AUTHORITY**(a) Points of Contact****Contracting Officer**

Name: Marisol Vargas-Busch

Phone No.: 202-942-1621

E-Mail Address: Marisol.vargas-busch@tsp.gov**Contracting Officer Representatives (CORs)**

Name: Tee Ramos

Title: Division Chief, Business Applications Division

Name: Troy Poppe

Title: Deputy Chief Technology Officer (CTO), Infrastructure and Operations

- (b) Responsibility for contracting activities rests solely with the Agency Contracting Officer. No conversation, recommendations, or direction, whether given directly by, or implied by Agency personnel, that will affect the scope, schedule, or price of this contract, shall be acted upon by the Contractor unless specifically approved by the Agency Contracting Officer.**

(End of clause)

G.3 STANDARD REQUIREMENTS

- (a) FRTIB normal duty hour range is Monday through Friday, 0700 – 1800, Eastern Time. However, many FRTIB's systems are operational on a 24 hour per day; 365 days per year basis, and therefore, some components of the work described in the Statement of Work require work outside of normal duty hours in order to achieve the Service Level Requirements specified in the Statement of Work.
- (b) Legal Holidays - The following Federal holidays are observed by the FRTIB:

Holidays

New Year's Day
 Martin Luther King's Birthday
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veteran's Day

Dates

1 January (as observed)
 Third Monday in January
 Third Monday in February
 Last Monday in May
 4 July (as observed)
 First Monday in September
 Second Monday in October
 11 November (as observed)

Thanksgiving Day
Christmas Day
Inauguration Day

Fourth Thursday in November
25 December (as observed)
(National Capital Region only)

- (c) In events such as an Agency shutdown due to severe weather, security issues, or unforeseen circumstances, the Contractor is expected to complete and send deliverables on time. If the Contractor believes there is an Agency caused (potential or actual) delay in completing the tasks and deliverables stated herein, the CO and COR(s) are to be notified immediately verbally and in writing (via email). All delays that the Contractor believes are caused by the Agency shall be sufficiently documented so as to provide adequate proof of the cause of delay (i.e., names, dates, subjects).

(End of clause)

G.4 TRAVEL

- (a) Travel shall be pre-approved by the COR(s) by submitting travel plans with names, dates, locations, and estimated expenses at least two weeks in advance of the planned travel. Reimbursement is subject to the following:
- (b) Reimbursement for costs incurred during official travel under this contract is limited to the per diem allowance prescribed by the Federal per diem schedule at <http://www.gsa.gov/perdiem>.
- (c) Expenses incurred as a result of official travel using a personal automobile are reimbursed as prescribed at <http://www.gsa.gov/mileage>.
- (d) Reimbursement of air and train travel is limited to the most economical rate and reasonably traveled route
- (e) FRTIB will limit reimbursement of costs. Travel costs shall be based on estimated costs per FAR 31.205-46. A Contractor employee must be able to provide receipts for associated travel expenses being reimbursed by the FRTIB.

(End of clause)

G.5 GOVERNMENT FURNISHED INFORMATION, EQUIPMENT, AND PROPERTY

- (a) The Contractor shall ensure accurate control and accountability of all Government Furnished Information (GFI) in accordance with the terms and conditions of the contract.

- (b) FRTIB will furnish or make available to the Contractor any documentation/material deemed necessary to accomplish requirements of the contract.
- (c) The Government will provide the Contractor with Government Furnished Equipment (GFE) in the form of network circuits and physical network devices for each of the Contractor's work sites for the purpose of providing network connectivity to FRTIB's networks. The Government will provide the Contractor a list of GFE at the time GFE is provided. The Government will not provide any additional hardware or software licenses required for performance.

(End of clause)

G.6 USE OF GOVERNMENT FACILITIES

- (a) The FRTIB technical staff will be available to interact with the Contractor as needed on all Agency business days with 24-hour notice to the COR or the CO for scheduling purposes. The Agency will provide the Contractor with access to the FRTIB facilities. Contractor personnel shall comply with all FRTIB security requirements at all times in the FRTIB facilities.
- (b) If Contractor personnel are on-site for interviews and other work related to this contract, the Agency will provide access to the internet if required. In the event that the Contractor must supply Contractor personnel with expendable materials such as clerical supplies and materials, these shall be considered a cost of doing business and shall not be billed as a separate material cost.

(End of clause)

(End of Section G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TRAINING

- (a) The Contractor shall be responsible for all education and skills-based training necessary to ensure that the employee is qualified to perform the work assigned.
- (b) The Contractor shall develop in-house orientation and training courses for new staff regarding the TSP, the work to be performed, and the associated guidelines, procedures, processes, etc. The Agency will review these materials at the request of the Contractor.

(End of Clause)

H.2 REMOVED

Removed.

(End of Clause)

H.3 REPORTING AND OTHER COMMUNICATIONS

- (a) The Contractor shall keep the Agency apprised of its activities on a regular basis. The Agency expects the Contractor to be in daily or weekly contact via phone, e-mail, or face-to-face with its Agency counterparts. The frequency of these contacts will change depending upon the workload, issues identified, etc.
- (b) The Contractor shall participate in daily operations teleconferences to provide statuses on the TSP and FRTIB systems. Teleconferences are generally less than an hour in duration. The Contractor shall provide an update on its activities any discuss any achievements, problems, or future activities that may impact the workload.
- (c) The Contractor shall provide a comprehensive calendar year end report, detailing workload, process or other enhancements.
- (d) The Contractor shall provide ad hoc performance, workload, or other reports at the request of the Agency. These requests generally arise from external requests for information or special projects requiring data other than that normally provided to the Agency during the Contractor's normal reporting activities.

(End of Clause)

H.4 INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY REQUIREMENTS FOR IT CONTRACTS

H.4.A General

- (a) For the purpose of this clause, "Contractor" shall include all Prime and Subcontractor organizations and their personnel
- (b) All Contractors shall be subject to the same Federal laws (including the Privacy Act of 1974 and FISMA), regulations, standards and FRTIB policies as FRTIB, and FRTIB personnel regarding information and information system security. Contractors must follow policies and procedures outlined in FRTIB Directive 61 "Enterprise Information Security Program and Policy Authorization," its policies, and its handbooks to ensure appropriate security controls are in place.
- (c) These security requirements shall apply to all FRTIB, TSP, and Contractor systems used to access FRTIB or TSP systems or to take custody of FRTIB or TSP data.

H.4.B Access to Agency Information and Information Systems

- (a) Contractors shall request logical (technical) and/or physical access to FRTIB information and FRTIB information systems for employees only to the extent necessary: (1) to perform the services specified in the contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract, and (3) for individuals who first satisfy the same conditions, requirements and restrictions that comparable FRTIB employees must meet in order to have access to the same type of FRTIB information.
- (b) The following are FRTIB's approved policy exceptions for meeting FRTIB's background screenings/investigative requirements for certain types of Contractors:
 - (1) Contract personnel not accessing FRTIB information resources such as personnel hired to maintain the facility grounds, construction contracts, utility system Contractors, etc.,
 - (2) Contract personnel with limited and intermittent access to equipment connected to facility networks on which no FRTIB sensitive information is available, such as Contractors who install, maintain, and repair building equipment such as fire alarm; heating, ventilation, and air conditioning equipment; elevator control systems, etc. If equipment to be repaired is located within sensitive areas (e.g. computer room/communications closets) they must be escorted while on site.

H.4.C Information Custodial Requirements

- (a) Information made available to the Contractor by FRTIB for the performance or administration of this contract or information developed by the Contractor in performance or administration of the contract is FRTIB property and shall be used only for those authorized purposes and shall not be used in any other way without the prior written agreement of the Contracting Officer. This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d)(1).
- (b) FRTIB information will not be co-mingled with any other data on the Contractors/subcontractors information systems/media storage systems in order to ensure FRTIB requirements related to data protection and media sanitization can be met. FRTIB also reserves the right to conduct IT resource inspections to ensure data separation and on-site inspection of information destruction/media sanitization procedures to ensure they are in compliance with FRTIB policy requirements.
- (c) Prior to termination or completion of this contract, Contractor will not destroy information received from FRTIB or gathered or created by the Contractor in the course of performing this contract without prior written approval by the FRTIB Contracting Officer. Any data destruction done on behalf of FRTIB by a Contractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in FRTIB Directive 28A, Records Management Directive, and the Agency's Media Protection Policy.
- (d) The Contractor will receive, gather, store, back up, maintain, use, disclose and dispose of FRTIB information only in compliance with the terms of the contract and applicable Federal and FRTIB information confidentiality and security laws, regulations and policies. Applicable Federal information security regulations include Federal Information Processing Standards (FIPS) and Special Publications (SP) issued by the National Institute of Standards and Technology (NIST). If Federal or FRTIB information confidentiality and security laws, regulations and policies become applicable to the FRTIB information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies, including FIPS or SP, in this contract.
- (e) Contractors collecting, storing, or disseminating Personal Identifiable Information (PII) data must conform to all pertinent regulations, laws, and FRTIB directives related to privacy. Pursuant to its requirements under the Privacy Act and its EISRM directives, the Agency will be conducting privacy reviews and assessments on any internal or external system which has FRTIB or TSP data. To that end, the Agency may require 1) access to any non-FRTIB owned system with FRTIB or TSP data, 2) documentation relating

- to non-FRTIB owned systems, and 3) the ability to perform automated assessments of non-FRTIB owned systems.
- (f) The Contractor shall not make copies of FRTIB information except as necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor electronic storage media for restoration. In case any electronic equipment or data used by the Contractor needs to be restored to an operating state.
 - (g) If FRTIB determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for FRTIB to terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
 - (h) Contractor will store, transport or transmit FRTIB sensitive information in an encrypted form, using a FRTIB-approved encryption application that meets the requirements of NIST's FIPS 140-2 standard.
 - (i) Except for uses and disclosures of FRTIB information authorized by this contract for performance of the contract, the Contractor may use and disclose FRTIB information only in two other situations: (i) after notifying the FRTIB, in response to a qualifying order of a court of competent jurisdiction, or (ii) with FRTIB's prior written approval. The Contractor will refer all requests for, demands for production of, or inquiries about, FRTIB information and information systems to the FRTIB Contracting Officer for response.
 - (j) Notwithstanding the provision above, the Contractor shall not release PII records protected by the Privacy Act under any circumstances, including in response to a court order, and shall immediately refer such court orders or other inquiries to the FRTIB Contracting Officer for response.
 - (k) The Contractor will not use technologies banned in FRTIB in meeting the requirements of the contract. See Attachment J.8.22, FRTIB Banned Technologies.

H.4.D Information System Design and Development

- (a) Information systems that are designed or developed for or on behalf of FRTIB at non-FRTIB facilities shall comply with all FRTIB policies developed in accordance with Federal Information Security Management Act (FISMA), NIST, and related FRTIB security and privacy control requirements for Federal information systems. This includes standards for the protection of information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization.

- (b) During the analysis phase of the software development cycle, a privacy impact assessment will be completed, provided to the COR, and approved by the FRTIB Privacy Officer in accordance with FRTIB Privacy Impact Assessment EISRM Directive.
- (c) The security controls must be designed, developed, approved by FRTIB, and implemented in accordance with the provisions of FRTIB security system development life cycle as outlined in NIST Special Publication 800-37 and FRTIB EISRM Directive.
- (d) The Contractor will be required to design, develop, or operate a System of Records on individuals to accomplish an Agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable Agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties. The Contractor agrees to –
 - (1) Comply with the Privacy Act of 1974 (the Act) and the Agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an Agency function when the contract specifically identifies –
 - (a) The systems of records; and
 - (b) The design, development, or operation work that the Contractor is to perform;
 - (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and,
 - (3) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.
- (e) In the event of violations of the Act, a civil action may be brought against the Agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an Agency function, and criminal penalties may be imposed upon the officers or employees of the Agency when the violation concerns the operation of a system of records on individuals to accomplish an Agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an Agency function, the Contractor is considered to be an employee of the Agency.

- (f) Definitions for terms like system of records can be found in the Privacy Act of 1974.

H.4.E Information System Hosting, Operation, Maintenance or Use

- (a) For information systems that are hosted, operated, maintained, or used on behalf of FRTIB at non-FRTIB facilities, Contractors are fully responsible and accountable for ensuring compliance with applicable Privacy Act, FISMA, NIST, FIPS, SP, and FRTIB security and privacy directives and handbooks. The Contractor security control procedures must be identical, not equivalent, to those procedures used to secure FRTIB systems. A privacy impact assessment (PIA) must also be provided to the COR and approved by FRTIB Privacy Office prior to operational approval. All external Internet connections involving non-FRTIB information systems must be reviewed and approved by FRTIB prior to implementation.
- (b) Adequate security controls for collecting, processing, transmitting, and storing of personally identifiable information, as determined by the FRTIB Privacy Office, must be in place, tested, and approved by FRTIB prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of FRTIB. These security controls need to be stated within the PIA and supported by a risk assessment. If these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.
- (c) Outsourcing (Contractor facility/Contractor equipment/Contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (C&A) of the Contractor's systems in accordance with NIST Special Publication 800-37 and FRTIB EISRM Directive and a privacy impact assessment of the Contractor's systems prior to operation of the systems. FRTIB-owned (FRTIB facility/FRTIB equipment) Contractor-operated systems, third party or business partner networks require a system interconnection agreement and a memorandum of understanding (MOU) which detail what data types will be shared, who will have access, and the appropriate level of security controls for all systems connected to FRTIB networks.
- (d) The Contractor must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the FRTIB Contracting Officer and the Information System Security Officer (ISSO) for entry into FRTIB's Plan of Action and Milestone (POA&M) management process. The Contractor will use FRTIB's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the FRTIB. Contractor procedures will be subject to periodic, unannounced

assessments by FRTIB officials. The physical security aspects associated with Contractor activities will also be subject to such assessments. As updates to the system occur, an updated PIA must be submitted to the FRTIB Privacy Office through the COR for approval.

- (e) All storage media used within non-FRTIB owned information systems that is used to store, process, or access FRTIB sensitive information must have all FRTIB sensitive information removed, cleared, sanitized, or destroyed in accordance with FRTIB policies and procedures (including its Media Protection Policy) upon: (1) completion or termination of the contract or (2) disposal or return of the storage media by the Contractor or any person acting on behalf of the Contractor, whichever is earlier.

H.4.F Security Incident Investigation

- (a) The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to FRTIB assets, or sensitive information, or an action that breaches FRTIB security procedures. Even if outside regular business hours, the Contractor shall immediately (within one (1) hour of first becoming aware) notify the Contracting Officer Representative (COR) and simultaneously, the designated Information System Security Officer (ISSO) for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor has access.
- (b) To the extent known by the Contractor, the Contractor’s notice to FRTIB will identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the FRTIB information/assets were placed at risk or compromised), and any other information that the Contractor considers relevant.
- (c) The Contractor will simultaneously report the incident to the appropriate law enforcement entity(ies) of jurisdiction in instances of theft or break-in or other criminal activity. The Contractor, its employees, and its subcontractors and their employees will cooperate with FRTIB and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor will cooperate with FRTIB in any civil litigation to recover FRTIB information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to the incident.
- (d) The FRTIB shall have the right to participate in any investigation relating to a suspected or actual breach and, pursuant to such an investigation, shall have access to any and all related data including but not limited to affected files, systems, briefings, devices (including hard drives), and interim as well as final reports and analyses.

- (e) To the extent practicable, the Contractor shall mitigate any harmful effects on individuals whose FRTIB information was accessed or disclosed in a security incident. In the event of a data breach with respect to any FRTIB Sensitive Information processed or maintained by the Contractor or subcontractor under the contract, the Contractor is responsible for consequential damages to be paid to FRTIB.
- (f) Contractor shall bear the losses and expenses (including attorneys' fees) associated with a data breach, including, without limitation, any costs (1) of providing notices of a data breach to affected individuals and to applicable regulatory bodies and (2) of remedying and otherwise mitigating any potential damage or harm of the incident, including, without limitation, establishing call centers, providing credit monitoring, or credit restoration services.

H.4.G Security Controls Compliance Testing

- (a) On a periodic basis, FRTIB reserves the right to evaluate any or all of the security controls and privacy practices implemented by the Contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the FRTIB, the Contractor shall fully cooperate and assist in an FRTIB-sponsored security controls assessment at each location wherein FRTIB information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of FRTIB. The FRTIB may conduct a security control assessment on shorter notice (to include unannounced assessments) determined by FRTIB in the event of a security incident or at any other time.

H.4.H Security and Privacy Training

- (a) All Contractor employees and subcontractor employees requiring access to FRTIB information and FRTIB information systems shall complete the following before being granted access to FRTIB networks:
 - (1) Sign and acknowledge understanding of and responsibilities for compliance with the attached Rules of Behavior relating to access to FRTIB information and information systems;
 - (2) Successfully complete FRTIB Cyber Security Awareness training and annual refresher training as required;
 - (3) Successfully complete FRTIB General Privacy training and annual refresher training as required; and
 - (4) Successfully complete any additional cyber security or privacy training, as required for FRTIB personnel with equivalent information system access [to be defined by the FRTIB program official and provided to the

Contracting Officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

- (b) The Contractor shall provide to the Contracting Officer a copy of the training certificates or other proof of training for each applicable employee within one week of the initiation of the contract and annually thereafter, as required. It is the Contractor's responsibility to ensure the Agency is notified of new staff members who require training.
- (c) Failure to complete this mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed.

H.4.I Contractor Requirements, Confidentiality and Non-Disclosure

- (a) Contractor personnel will have access to some privileged and confidential materials of the FRTIB. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of the FRTIB. These materials are protected by the Privacy Act of 1974 (revised by PL 93-5791). Unauthorized disclosure of Privacy Act covered materials is a criminal offense.
- (b) The preliminary and final deliverables and all associated working papers, application source code, and other material which has been generated by the Contractor in the performance of this SOW are the exclusive property of the FRTIB.
- (c) The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this SOW. The Contractor shall release no information. Any request for information relating to this SOW presented to the Contractor shall be submitted to the CO for response.
- (d) The Contractor recognizes that in the performance of this contract the Contractor may receive or have access to sensitive information, including information provided on a proprietary basis by other private or public entities. The Contractor agrees to safeguard these privileges and use the information exclusively in the performance of this contract. The Contractor shall follow all FRTIB rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.
- (e) The Contractor shall maintain physical security in accordance with NIST, and EISRM requirements at all facilities housing the activities under this SOW,

including any subcontractor facilities. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to sensitive data must comply with published procedures to protect the privacy and confidentiality of such information as required by FRTIB.

H.4.J Proprietary Information Requirement

- (a) The Contractor may be required to negotiate agreements with commercial system vendors relating to non-disclosure of vendor-proprietary information. If the Contractor uses copyright or otherwise licensed software in any deliverable under this order, the Contractor must secure unlimited use rights for the Agency. In addition, the Contractor is required to pass all software licenses on to the FRTIB within 30 days after completion of the tasks.
- (b) The Contractor shall limit access to the minimum number of employees necessary for order performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the order then the Contractor has a responsibility to ask the FRTIB representative.
- (c) The Contractor shall indoctrinate all personnel employed by the Contractor and any subcontractors involved in this order on their roles and responsibilities for proper handling and nondisclosure of sensitive FRTIB or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information.

H.4.K Security: Information System Security

- (a) The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with FRTIB standard operating procedures and standard contract language, conditions laws, and regulations. The Contractor's firewall and web server shall meet or exceed the FRTIB minimum requirements for security. All FRTIB data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the FRTIB COR and the Information Security Officer as soon as possible. The Contractor shall follow all applicable FRTIB policies and procedures governing information security, especially those that pertain to certification accreditation.

H.4.L Security Requirements for Unclassified Information Technology Resources

- (a) The Contractor and their personnel shall be subject to the same Federal laws, regulations, standards and FRTIB policies as FRTIB personnel, regarding information and information system security. These include, but are not

limited to Federal Information Security Management Act (FISMA), and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at: <http://checklists.nist.gov/>.

- (b) To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in the Agency's EISRM policies which are in Section J.

H.4.M Security Audits

- (a) At least once every twelve (12) months following the Contract signing date, Contractor, at its own expense, shall cause to be conducted a Statement of Standards Attestation Engagements (SSAE) 16 audit (or any successor standard) on its operations, including the operations of its affiliates and subcontractors, that are involved in the provision of the Services under this Contract. The SSAE-16 Audit shall be performed by an independent auditing firm registered and in good standing with the Public Company Accounting Oversight Board and any successor thereto. The time period covered for each annual SSAE-16 Audit shall be for October 1 through September 30. Contractor shall provide the Agency with:

(1) the auditor's scope, description of controls, testing results and opinion, as well as the auditor's recommendations and any required planned or completed corrective actions; complete copies of such reports; and Contractor corrective action plans (if any) with committed delivery dates related to the results of such SSAE-16 Audit. Any failure to meet such corrective action plan shall be deemed a material breach of this Contract.

- (b) If any SSAE-16 Audit as set forth above results in a qualified opinion, upon the first such occurrence, the Contractor shall perform such corrective plan in accordance with the committed delivery dates to successfully resolve the applicable deficiency.
- (c) **The Parties agree that such second occurrence of a SSAE-16 Audit resulting in a qualified opinion shall be deemed a material breach of this Contract and a default and the Agency may terminate this Contract.** For the avoidance of doubt, no early termination fees shall apply in connection with such a termination.

H.4.N Personnel Security

- (a) All Contractor staff assigned to work under this Contract must be U.S. citizens or resident aliens with current valid green cards.

- (b) Contractor will not allow any of its employees to access Agency information and systems except to the extent that an employee needs access in order to facilitate work under this contract, and Contractor shall coordinate with Agency to ensure that all such individuals are screened according to the EISRM policies and standards prior to being provided access to Agency information and systems. The level of screening shall be dependent upon a risk designation assigned to this Contract and the individual's responsibilities and access required to perform services. Contractor shall ensure that all individuals on the Contract are re-screened according to the policies and standards in FRTIB's Personal Identity Verification program and EISRM program. Failure to coordinate these rescreening activities could result in individuals being denied access.
- (c) Contractor shall notify the COR and designated Agency security administration function(s) of the termination of any individual assigned to work on this Contract not more than 2 hours after termination. Contractor shall retrieve any and all credentials, property, documentation, etc. from the terminated employee. Contractor shall ensure that at all times it retains complete control of Contractor- and Agency-owned information systems and information.
- (d) Contractor shall notify the COR and designated Agency security administration function(s) of the transfer of any individual permanently assigned to work on this Contract between major Services functions not more than 2 business days after the effective date of the transfer.
- (e) Contractor shall ensure that all individuals assigned to perform Services on this Contract periodically accept and sign Non-Disclosure Agreements, Rules of Behavior, and applicable Ethics Agreements.
- (f) Contractor shall immediately (within 24 hours) revoke all system access rights and restrict security (e.g., access badges) of its personnel who are no longer employed on this contract. Contractor shall document its compliance with this requirement upon Agency request.
- (g) For Agency review, Contractor shall maintain a system of sanctions against individuals who perform Services under this Contract for failure to comply with any Contractor or Agency security requirements.

(End of Clause)

H.5 TRAVEL

- (a) The Contractor shall obtain approval from the COR prior to traveling. Airfare for travel and per diem expenses will be subject to government travel management policy and the Federal Travel Regulation, and will be reimbursable in accordance with current allowances as specified on the GSA

website. The Contractor is responsible for making all necessary travel arrangements.

(End of Clause)

H.6 CONTRACT TRANSITION PERIOD AND CLOSE OUT

- (a) The Contractor recognizes that the work and services covered by this contract are vital to the FRTIB mission and must be maintained without interruption; at the commencement, at any time work is to be “returned to the Agency” (contract down-scope), and the expiration of this contract. It is therefore understood and further agreed in recognition of the above:
- (1) Upon follow-on contract award, the Contractor shall continue to perform all duties under this contract;
 - (2) Upon contract expiration or contract down-scoping, a Successor may continue to produce products and provide services.
 - (3) The Contractor agrees to exercise its commercially reasonable efforts, as defined by case law and cooperation to effect an orderly and efficient transition from the Contractor (upon contract award) and to a Successor as further described in this section.
 - (4) The Contractor shall, in conjunction with FRTIB, prepare, submit and implement a Phase-Out Plan defining activities and schedules necessary to meet contract production delivery, services, and other deliverable requirements. Coordination with the Contractor may start sooner than CO’s notification and Contractor’s support may be utilized for longer than 180 days. The Phase-Out Plan shall be submitted six months in advance of the expiration of the final Agency exercised option period, regardless of the date of CO notification to the Contractor to provide support. The Contractor shall assume full responsibility for work until assumption thereof by the Successor Contractor. Execution of the proposed Phase-Out Plan or any part thereof shall be accomplished in accordance with the Contracting Officer’s direction and approval. The Phase-Out Plan is subject to the CO’s approval, and shall:
 - (A) Identify the specific work activities and supporting instruments required of both the Contractor and Successor to support the Successor’s Phase-In, and the dates by which such work must be accomplished. Phase-Out Plan topics and related tasks should include items such as, but not limited to, the following:
 - (i) A personnel training program and a date for transferring responsibilities for each division of work described in the Plan. All

work performed by the Contractor must be included in the Phase-Out Plan.

- (ii) Transfer/novation of licenses, permits, leases, and subcontracts; or support activities related to replacement of non-transferable instruments, including transfer of shared environments (e.g., SharePoint and contents), hardware warranties/licenses, and software licenses.
 - (iii) Review, evaluation and transition of all current support services and work processes.
 - (iv) Information regarding in-process Agency-funded work that may necessarily be transferred from the Contractor to the Successor for completion.
 - (v) Conversion of all current and historical financial and participant data as-is for processing to the successor Contractor with no retention of original or copied data by Contractor on work stations or other media.
 - (vi) Access to personnel of prime and sub-Contractor employees as permitted by law and regulation.
 - (vii) Non-interference access to operating areas, with required security clearance or waiver by FRTIB.
- (b) Upon CO's written notice, the Contractor shall execute the approved Phase-Out Plan. Specifically, the Contractor shall:
- (1) Coordinate with designated FRTIB personnel.
 - (2) Maintain and provide status information showing Phase-Out tasks, progress on each task, and expected completion dates.
 - (3) Coordinate with successor Contractor to complete Phase-Out to Phase-In tasks. FRTIB will approve completion of tasks.
 - (4) Provide sufficient experienced personnel during the Phase-Out period to ensure that the services and production in this contract are realized without interruption.
 - (5) Transfer all business and/or technical documentation, including creation and transfer of gaps in documentation.
 - (6) Transfer all compiled and uncompiled source code, to include all versions, maintenance updates and patches for all file sets.

- (7) Conduct orientation to introduce successor Contractor to TSP and Agency personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes.
 - (8) Dispose of Contractor purchased/Agency owned assets, including facilities, equipment, furniture, phone lines, computer equipment, etc.
 - (9) Transfer Government Furnished Equipment (GFE) and Government Furnished Information (GFI), and GFE inventory management assistance.
 - (10) Participate in applicable Agency debriefing.
 - (11) Complete personnel out-processing procedures.
 - (12) Turn-in of all Agency keys, ID/access cards, and security codes.
- (c) The Contractor agrees to negotiate in good faith with the Agency and Successor Contractor for the timely and cost effective execution of work activities performed pursuant to this section and the associated Phase-Out Plan. Unless otherwise approved by the CO in advance, Phase-Out work performed by the Successor Contractor shall be invoiced to the Agency. Agreements between the Successor Contractor and Contractor defining the work content, terms, and conditions, shall be separate and apart from this section. The Agency will include a Phase-Out/Phase-In section in the Successor Contractor's contract requiring the Successor to act in good faith.
- (d) Phase Out costs are not to be included in the Offeror's Cost Proposal.

(End of Clause)

H.7 COMPLIANCE WITH REGULATIONS

- (a) The Contractor shall comply with all statutes, regulations, directives, instructions, and references applicable to this acquisition as required by FRTIB, including, without limitation, those specified or referred to in this contract. The Contractor and its employees shall become acquainted with and shall comply with the rules and regulations of the FRTIB's facilities, including, but not limited to security, controlled access, personnel clearances, and conduct with respect to health and safety at the site, regardless of whether or not title to the facility is vested in the FRTIB.
- NOTE: The Federal Retirement Thrift Investment Board (or Agency) is a Government Agency operating on non-appropriated funds whose mission is to act solely in the interest of the Thrift Savings Plan participants and beneficiaries. As a non-appropriated fund Agency, it is not bound by the Federal Acquisition Regulation (FAR).*

(End of Clause)

H.8 NON-DISCLOSURE REQUIREMENTS

- (a) Attachment J.2 is a required Non-Disclosure Agreement and it must be completed by each Contractor (and subcontractor) employee and delivered to the CO before performing work under this contract.
- (b) Restrictions on Use, Disclosure, and Duplication of Confidential and Non-Public Information. Confidential and non-public information, for purposes of this clause is, but is not limited to, all financial, statistical, personnel and/or technical data which is furnished, produced, generated, or otherwise available to the Contractor, during the performance of this contract. Unless otherwise specified, confidential and non-public information shall not be used for purposes other than performance of work under this contract without the prior written consent of the CO. The Contractor, and its employees, agents, subcontractors, and subcontractor personnel are restricted from duplicating or disclosing confidential or non-public information, in whole or in part, outside the FRTIB for purposes other than fulfillment of the requirements set forth in this contract. Any presentation of any confidential or non-public information, or any reports or material derived from confidential or non-public information shall be subject to CO review and approval prior to publication or dissemination. Any questions about whether information is confidential or non-public shall be referred to the CO prior to use, disclosure, or duplication.
- (c) Non-Disclosure Agreement For Confidential And Non-Public Information. Section 2635.703 of title 5, Code of Federal Regulations, and the Privacy Act of 1974 (5 U.S.C. § 552a) expressly prohibit unauthorized disclosure and improper use of confidential or non-public information or documents. The Contractor, and its employees, agents, subcontractors, and subcontractor personnel who will have access to confidential or non-public information or documents in the performance of the contract, agree to be bound by Section 2635.703 of title 5, Code of Federal Regulations, and the Privacy Act of 1974 (5 U.S.C. § 552a) and the terms set forth in the attached Non-Disclosure Agreements (Attachment J2). The Contractor and all personnel assigned to the contract agree not to divulge to any unauthorized person non-public or confidential information obtained from the FRTIB in performance of their duties under the contract. Violation of this clause by the Contractor, its employees, agents, subcontractors, or subcontractor personnel may result in termination of the contract and/or civil suits and/or criminal prosecution.

(End of Clause)

H.9 APPROVAL OF SUBCONTRACTS

- (a) The Agency reserves the right to approve or disapprove any subcontract. Therefore, the Contractor shall provide copies of subcontracts for any work required by this contract and obtain the CO's approval of all subcontracts.

(End of Clause)

H.10 PERSONNEL

- (a) The Contractor shall provide skilled personnel required for the effective and efficient performance of this contract.
- (b) The Contractor shall designate a point of contact that is available during normal business hours and a point of contact that will be on-call during non-business hours in case of emergencies.

Name	Telephone Number

- (c) Key Personnel Qualifications.
 - Minimum qualifications for the following key personnel are:
 - 1) Program Executives and Deputy(s) shall have:
 - a Master’s degree and 10 years of directly related experience and progressively greater responsibilities, or
 - a Bachelor’s degree and 10 years in a leadership/management role and 5-7 years professional IT experience.
 - 2) Other key personnel must have a Bachelor’s degree or 8 years of directly related experience and progressively greater responsibilities.
- (d) Key Personnel. The Contractor must include in its proposal, by name and capacity, the key personnel to be assigned to perform and carry out all phases of work under this contract. The Contractor’s key personnel include the following:

Name	Capacity	Telephone Number

- (e) The individuals named above are considered key personnel and are essential for the successful completion of all work assigned under this contract. In the event any individual on the list of key personnel is to be removed or diverted from this contract, the Contractor must (1) notify the Contracting Officer; (2) supply written justification as to why the individual(s) is being removed or

- diverted; and, (3) provide resume of the proposed substitute or replacement including the education, work experience, etc., of each new person for Agency approval. All notifications and other information must be submitted to the Contracting Officer at least 14 calendar days in advance of the action.
- (f) The Contractor must not, under any circumstances, remove or divert key personnel unless prior written authorization has been granted by the Contracting Officer. The person replacing the key person must have the same or higher qualifications and experience as the person replaced.

(End of Clause)

H.11 CONTRACTOR RESPONSIBILITIES/STANDARDS OF CONDUCT

- (a) The FRTIB will not exercise any supervision over the Contractor's employees. The Contractor's employees, if on-site at FRTIB facilities under this contract, shall only engage in duties specified in this contract, and not in other business, or political, charitable or other duties. The Contractor shall not recruit on FRTIB premises or otherwise act to disrupt official FRTIB business. 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 its employees as may be necessary. The Contractor shall include the substance of this clause in any of its subcontracts.

(End of Clause)

H.12 CONTRACTOR CONSENT TO BACKGROUND INVESTIGATION

- (a) Contractor personnel shall be required to undergo a U.S. Government background investigation. Based on the nature of Contractor staff's tasks and access, the required level of Contractor staff's background investigation will be determined by FRTIB staff. Such a background investigation may be the equivalent of an Office of Personnel Management National Agency Check Inquiry (NACI), Minimum Background Investigation (MBI), Background Investigation (BI), or a background investigation appropriate for matters dealing with national security, and may include, but is not limited to, an FBI fingerprint check, credit check, inquiries into current and past employers, schools attended, references, and local, state, and federal law enforcement authorities criminal records check.
- (b) All completed background investigation will be adjudicated by an FRTIB Personnel Security Officer for a Fitness Determination. If a Contractor employee receives an unfavorable fitness determination, it is the

responsibility of the Contractor to provide a replacement in accordance with the contract.

NOTE: "Contractor Employee Fitness" is the level of character and conduct determined necessary for an individual to perform work for or on behalf of a Federal Agency as a Contractor employee. "Fitness determination" means a decision by an Agency that an individual has or does not have the required level of character and conduct necessary to perform work for or on behalf of a Federal Agency as a Contractor employee. A favorable fitness determination is not a decision to appoint or contract with an individual.

- (c) Contractors will be responsible for the cost associated with conducting Agency sponsored background investigations for its staff.
- (d) Contractor shall ensure their employees and those of their subcontractors have the proper credentials allowing them to work in the United States. Persons later found to be undocumented or illegal aliens will be remanded to the proper authorities.
- (e) The Contractor shall not be entitled to any compensation for delays or expenses associated with complying with the provisions of this clause. Furthermore, nothing in this clause shall excuse the Contractor from proceeding with the contract as required.

(End of Clause)

H.13 CONFIDENTIAL INFORMATION

- (a) All information received by the Contractor as a result of performance of this contract is confidential and is subject to the Privacy Act. The Contractor and Contractor personnel shall maintain this information in strict confidence and shall not disclose this information, or any information obtained as the result of its performance of this contract, to any person or entity, other than employees or bona-fide Contractors of the FRTIB, without the prior written approval of the Agency. The Contractor and Contractor personnel shall not disclose this information to any person or entity or otherwise make any improper use of this information during or after the performance period of this contract. The Contractor and Contractor personnel shall maintain this information in strict confidence and shall make no changes to the information except as necessary in the performance of the contract. The Contractor and Contractor personnel and their successors are prohibited forever from using this information for their personal or business gain, personally or for another, directly or indirectly, without prior written approval of the Agency. This provision/clause, or a provision/clause with an identical effect, shall be placed in any subcontracts.

(End of Clause)

H.14 ADVERTISING AND RELEASING OF INFORMATION

- (a) The Contractor must not publicize or advertise in relation to this contract without the prior written approval of the Agency. Also, the Contractor may not release information or report on its performance under the contract without the prior written approval of the Agency.

(End of Clause)

H.15 CONTINGENCY RE-OPENER

- (a) Should the Agency exercise its authority to execute an in-scope modification, the FRTIB Contracting Officer and the Contractor shall re-negotiate the pricing. Prior to reaching a bi-lateral agreement, the FRTIB Contracting Officer and technical staff will evaluate the proposed pricing to ensure it is realistic and reasonable.

(End of Clause)

H.16 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (6 JUNE 2012)

- (1) **Definitions** As used in this clause—

(a) “Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

(b) “Full cooperation”—

(1) Means disclosure to the Agency of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Federal Retirement Thrift Investment Board (or Agency) auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR as applicable, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

- (3) Does not restrict a Contractor from—
 - (i) Conducting an internal investigation; or
 - (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- (c) “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).
- (d) “Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.
- (e) “Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.
- (f) “United States,” means the 50 States, the District of Columbia, and outlying areas.

(2) Code of business ethics and conduct

- (a) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—
 - (1) Have a written code of business ethics and conduct; and
 - (2) Make a copy of the code available to each employee engaged in performance of the contract.
- (b) The Contractor shall—
 - (1) Exercise due diligence to prevent and detect criminal conduct; and
 - (2) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.
- (c) The Contractor shall timely disclose, in writing, to the FRTIB Chief Risk Officer, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract there under, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—
 - (1) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
 - (2) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

- (d) The Agency, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Agency to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Agency may transfer documents provided by the Contractor to any department or Agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.
- (e) If the violation relates to an order against a Government-wide acquisition contract, a multi-Agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the FRTIB Chief Risk Officer.

(3) Business ethics awareness and compliance program and internal control system

- (a) This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:
 - (b) An ongoing business ethics awareness and compliance program
 - (1) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.
 - (2) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

- (c) An internal control system
 - (1) The Contractor's internal control system shall—
 - (i) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Agency contracts; and
 - (ii) Ensure corrective measures are promptly instituted and carried out.
 - (2) At a minimum, the Contractor's internal control system shall provide for the following:
 - (i) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
 - (ii) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
 - (iii) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Agency contracting, including—
 - (a) Monitoring and auditing to detect criminal conduct;
 - (b) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
 - (c) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
 - (3) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
 - (4) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

- (5) Timely disclosure, in writing, to the FRTIB Chief Risk Officer, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Agency contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31U.S.C. 3729-3733).
- (i) If a violation relates to more than one Agency contract, the Contractor may make the disclosure to the FRTIB Chief Risk Officer and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
 - (ii) If the violation relates to an order against a Government-wide acquisition contract, a multi-Agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the FRTIB Chief Risk Officer and the respective agencies' Contracting Officers.
 - (iii) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
 - (iv) The Agency will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
 - (v) Full cooperation with any agencies responsible for audits, investigations, or corrective actions.

(4) Subcontracts

- (a) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$1,000,000 and a performance period of more than 120 days.
- (b) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the FRTIB Chief Risk Officer, with a copy to the Contracting Officer.

(End of Clause)

H.17 LIMITATION OF AGENCY'S OBLIGATION

- (a) The Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Agency, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(End of Clause)

H.18 IDIQ TASK ORDERING AND CORE SOFTWARE CHANGE REQUEST PROCEDURES**(a) IDIQ TASK ORDERING PROCEDURE**

(1) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the Contract and as specified in the schedule. The Contractor may incur costs under this Contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the Contract or expressly authorized by the Contracting Officer.

(2) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

- (i) A functional description of the work identifying the objectives or results desired from the contemplated task order.

NOTE: The Agency will indicate potential organizational conflict of interest when the task order is for a significant change (e.g., the

replacement of a major system component), before proceeding further.

(ii) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(iii) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(3) Within **14** calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task response conforming to the request.

(4) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(i) Date of the order.

(ii) Contract number and order number.

(iii) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(iv) Performance/quality assurance standards, as required.

(v) Maximum dollar amount authorized (CPFF, T&M, or FFP).

(vi) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(vii) Delivery/performance schedule including start and end dates.

(5) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within **1** calendar days after receipt of the task order.

(6) On rare occasions, if time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order including a ceiling price may be issued. The task order will be definitized within 30 calendar days of the issuance of the task order.

(7) The Contracting Officer may amend tasks in the same manner in which they were issued.

(b) CORE SOFTWARE CHANGE REQUEST (SCR) PROCEDURES

(1) FRTIB or Contractor staff must enter core system software changes into the Task Management System (TMS) before any work is performed. TMS is used to track the initiation and disposition of a project throughout the software development life cycle.

(2) No work shall occur prior to FRTIB approval.

(End of Clause)

H.19 USE OF CONTRACTOR PERSONNEL DURING PERFORMANCE

The Agency reserves the right to utilize third-party contractors during the performance of this contract.

(End of Clause)

H.20 OPERATING LEVEL AGREEMENTS (OLA)

(a) The success of the TESS Contract is dependent on the efforts of multiple Contractors. At a minimum, the Contractor shall develop, maintain and adhere to OLAs with the following contracts and their successors:

- i. Investment Manager(s)
- ii. Annuity Vendor(s)
- iii. Call Centers
- iv. Data Entry
- v. TSP Benefits Operations
- vi. Fulfillment (Printing and Mailing)
- vii. Lockbox

The Contractor shall develop, maintain and adhere to OLA's with any other interfaces the Contractor deems necessary to avoid negatively impacting the TESS contract work.

In accordance with CDRL MGMT-07, The Contractor shall provide all OLA's to the Contracting Officer (CO) for Agency review and approval.

(b) The Contractor shall document agreements with other FRTIB Contractors described in (a) above via Operating Level Agreements. The Agency will not be a party in such Operating Level Agreements. All costs associated with such agreements are included in the negotiated price of this contract. In order to achieve efficient and effective implementation of TESS operations;

- the Contractor shall establish the means for coordination and exchange of information with other FRTIB Contractors. The information to be exchanged shall be that required by the Contractors in the execution of their respective contract requirements. The Contractors are strongly encouraged to seek out and foster cooperative efforts that will benefit TESS contract work with increased safety, efficiency, and productivity.
- (c) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of the failure to resolve a disagreement with any of the other FRTIB Contractors. 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 Agency.
- (d) The following are high-level descriptions of the interactions we anticipate the TESS Contractor having with other FRTIB contractors working on the TSP Recordkeeping program.
- i. Investment Manager(s) – The organization that makes investments in the portfolios of securities that make up the TSP funds, in accordance with FRTIB policy, is currently BlackRock, Inc. The investment manager is responsible for all activities associated with the management of portfolios: buying and selling securities on a day-to-day basis, portfolio monitoring, settlement of transactions, performance measurement, and regulatory reporting. The interaction with the TESS Contractor, in both production and non-production environments, includes: (1) establishing and maintaining secure network connectivity, (2) operating an electronic data exchange interface, (3) responding to security and non-security incidents, (4) operations and maintenance of the AMI and CFIS applications, and (5) resolve Recordkeeping and/or pricing issues with FRTIB and the Investment Manager.
 - ii. Annuity Vendor – MetLife is responsible for the administration of annuities for TSP participants which guarantee periodic payments after the annuitant reaches retirement and requests payments. Interaction with the TESS Contractor includes: (1) establishing and maintaining secure network connectivity, (2) operating an electronic data exchange interface, (3) responding to security and non-security incidents, (4) receiving annuity payout instructions (5) payments from the TSP, (6) verification of receipt of information and payments, and (7) resolving Recordkeeping and/or annuity issues.
 - iii. Call Centers - There are two remote locations, one of which is a government owned Contractor operated (GOCO) facility managed by SERCO NA, Inc.; the second is a Contractor owned Contractor operated (COCO) facility managed by Active Network. Calls to and from TSP participants are handled through the PSR application. The representatives service participants' inquiries and process transactions

and through email and regular mail. The interaction with the TESS Contractor includes: (1) establishing and maintaining secure network connectivity, (2) establishing and maintaining voice network services, (3) responding to security and non-security incidents, (4) operating and maintaining the Interactive Voice Response (IVR) and PSR applications, (5) AG workflow, and (6) updating messages on IVR and PSR.

- iv. Data Entry – Currently the service provider is SunGard which is responsible for receiving, sorting, and processing mail and fax images sent to the TSP. This includes processing all participant transaction and beneficiary forms. The interaction with the TESS Contractor includes: (1) establishing and maintaining secure network connectivity, (2) establishing and maintaining fax services, (3) responding to security and non-security incidents, and (4) operating and maintaining the AG workflow, DocXP, and AnyDOC applications.
- v. TSP Benefits Operations –
 - a. Agency Technical Services (ATS), a Serco contract, interacts with more than one hundred agency payroll offices (across the Federal Government) that submit TSP participant data for several million TSP participant accounts. ATS administers diagnostic and corrective actions to resolve payroll interface data discrepancies between the Agency payroll systems and the TSP Recordkeeping systems.
 - b. The Special Processing Unit (SPU) is managed by Integrated Benefits Solution (IBS), a Serco subcontractor, and processes roll-ins, treasury credits, NSF check returns, manual notices and adjustments. Integrated Benefits Solution also handles, in conjunction with the FRTIB, any unique issues or situations not encountered in typical day-to-day operations.
 - c. Legal Processing Unit and Death Benefits Unit – Serco operates the Legal Processing Unit which handles all processing related to court orders, powers of attorney, guardianship or conservatorship orders, and the following forms: TSP-13, TSP-U-13, TSP-16, TSP-U-16, and Internal Revenue Service W4-P. Serco also operates the Death Processing Unit which is responsible for processing TSP Death Benefits Claims.
 - d. The interaction between these functions and the TESS Contractor includes: (1) establishing and maintaining secure network connectivity (including external connectivity to US Treasury), (2) establishing and maintaining fax services, (3) responding to security and non-security incidents, (4) interfacing with Treasury, (5) interfacing with the Federal Reserve Bank, (6) interfacing with US Bank lockbox,

- (7) coordinating with the TESS Recordkeeping function and other Contractors for any manual activities resulting from adjustments or special activities, and (8) operating and maintaining the custom software CODIS and DEDIS (being replaced with CaMS), including interfaces with COTS software package, Omni and fulfillment vendors
- vi. Fulfillment (Printing and Mailing) –RR Donnelley provides print and mailing related services by generating all statements, mailings, notices, participant forms, and tax reporting forms. The interaction with the TESS Contractor in both production and non-production environments includes: (1) establishing and maintaining secure network connectivity, (2) operating an electronic data exchange interface, (3) responding to security and non-security incidents, and (4) operating and maintaining applications for the creation of statements, notices, and other participant mailings.
- vii. Lockbox –US Bank is the provider that accepts inbound payments for roll-ins, loan payments, etc. The interaction with the TESS Contractor in both production and non-production environments includes: (1) establishing and maintaining secure network connectivity, (2) operating an electronic data exchange interface, (3) responding to security and non-security incidents, (4) operating and maintaining lockbox application, and (5) coordinating with the Special Processing Unit.

(End of Clause)

H.21 CONFLICTS OF INTEREST

H.21.A General

Subpart 9.5 of the Federal Acquisition Regulation (48 C.F.R. 9.5), prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

H.21.B Purpose

The purpose of this clause is to avoid, neutralize, or otherwise mitigate organizational conflicts of interest which might exist related to a Contractor's performance of work required by this contract. Such conflicts may arise in situations including, but not limited to: a Contractor's participation, as Offeror or representative of an Offeror, in a procurement in which it has provided assistance in the preparation of the Agency's requirements and specifications; a Contractor providing advice and/or assistance to the Agency for a procurement in which the Contractor or an entity that the Contractor represents is an actual or potential Offeror; and a Contractor's participation, as Offeror or representative of an Offeror, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing Offerors as a result of the Contractor's work on prior contracts.

H.21.C Definition

For purposes of this clause, the term "Contractor" means: The Contractor; any of the Contractor's parent companies, affiliates or other entities in which the Contractor or such parents or affiliates have a financial interest; successors in interest to the Contractor or any of its parents or affiliates; proposed consultants or subcontractors at any tier; and employees thereof.

H.21.D Restrictions

The Contractor agrees:

- (a) They shall remain ineligible to participate in any capacity (including participating as a prime Contractor, subcontractor, or as the representative of another party) in contracts, subcontracts, or quotes (whether solicited or unsolicited) that directly relate to the Contractor's performance of work under this Contract.
- (b) Prior to beginning work, to execute Confidentiality Agreements, Statements of Non-Disclosure or other documents which the CO believes are needed to protect the proprietary nature or confidentiality of information provided by the Agency or otherwise received by the Contractor in connection with work under this Contract.
- (c) Not to accept any compensation or any other form of payment from any source other than the Agency for services rendered under this Contract.
- (d) To immediately notify the CO of any offer of compensation, other form of payment, or thing of value made by any source other than the Agency to the Contractor related to services rendered under this Contract.
- (e) Prior to performing work, immediately notify the CO of any potential conflict of interest which would prevent or limit the Contractor's ability to perform the work requested.
- (f) To immediately notify the CO of any conflict of interest discovered during performance of work; provided that the CO will have the right to impose such restrictions as he/she deems appropriate on Contractor's performance, based on the existence of such a conflict or, if the CO determines that such restrictions would not adequately address the conflict of interest at issue, to terminate this contract at no cost to the Agency.
- (g) In the event, that the Contractor withholds information regarding the existence of a conflict of interest from the Agency; the CO may terminate this contract at no cost to the Agency.
- (h) To include this Conflict of Interest clause, including this subparagraph, in all subcontracts at all tiers (appropriately modified to preserve the Agency's rights hereunder) which involve the performance of work by subcontractors (if any) in support of this contract.

- (i) In addition to the remedies stated above, that the Agency may terminate this contract for cause in the event of the Contractor's breach of any of the above restrictions.

(End of Clause)

H.22 MITIGATION OF ORGANIZATIONAL CONFLICTS OF INTEREST.

- (a) Mitigation plan. The Organizational Conflict of Interest Mitigation Plan and its obligations are hereby incorporated in the contract by reference.
- (b) Changes.
 - (1) Either the Contractor or the Agency may propose changes to the Organizational Conflict of Interest Mitigation Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan by contract amendment.
 - (2) In the event that the Agency and the Contractor cannot agree upon a mutually acceptable change, the Agency reserves the right to make a unilateral change to the OCI Plan as necessary, with the approval of the head of the contracting activity, subject to Contractor appeal as provided in the Disputes clause.
- (c) Violation. The Contractor shall report any violation of the Organizational Conflict of Interest Mitigation Plan, whether by its own personnel or those of the Agency or other FRTIB Contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer will direct corrective action.
- (d) Breach. Any breach of the above restrictions or any nondisclosure or misrepresentation of any relevant facts required regarding organizational conflicts of interests to be disclosed may result in termination of this contract for default or other remedies as may be available under law or regulation.
- (e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts where the work includes or may include tasks related to the organizational conflict of interest. The terms "Contractor" and "Contracting Officer" shall be appropriately modified to reflect the change in parties and to preserve the Agency's rights.

(End of Clause)

H.23 DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD.

- (a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes subcontractors actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.
- (b) Mitigation Plan. The Mitigation Plan included in this contract by reference shall periodically updated by the Contractor based on changes such as changes to the legal entity, ownership, ownership relationships, the overall structure of the organization, Contractor management, subcontractor arrangements, or Contractor modification of the work scope.

(End of Clause)

H.24 SECURITY CLASSIFICATION REQUIREMENTS

- (a) Selected work performed under this contract requires that individuals performing components of the work possess a U.S. Government SECRET clearance. The work requiring a SECRET clearance includes:
- Application Development Management (mainframe and distributed)
 - Application Development Team Leads (PSR, Reporting)
 - Security Administration
 - Omni Plus Administration
 - Omni Script Developer(s)
 - Mainframe Scheduling Management
 - Network Management
 - Application Testing (PSR, Reporting)
 - Application Requirements
- (b) This work is currently performed by 8-14 individuals. The Phase-In Plan shall address how the Offeror will meet the clearance requirements specified in Section H.24 Security Classification Requirements by Day One of the basic Period of Performance.

(End of Clause)

H.25 SERVICE OF PROTEST

- (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 General Accounting Office (GAO), shall be provided to the Contracting Officer, Marisol Vargas-Busch, 77K St NE, Suite 1000, Washington, DC 20002
- (b) The copy of any protest filed with the GAO shall be received in the office designated above within one day of Filing the protest.
- (c) A signed receipt shall be obtained from the Contracting Officer at the time of delivery.

(End of Clause)

H.26 ERRORS AND OMISSIONS INSURANCE REQUIREMENT

- (d) The Contractor represents and warrants that it has and will maintain insurance covering all operations under this Agreement, including professional errors and omissions insurance in an amount not less than \$10 million per occurrence. All insurers shall be properly licensed in their domicile and rated A-VII or better by A.M. Best or a comparable rating service and policies shall not contain non-standard exclusions.
- (e) The Contractor shall keep its Errors and Omissions Insurance in full force and effect throughout the life of the contract. The FRTIB shall be named as an additional insured on the errors and omissions insurance policy, and it shall be entitled to prompt notice of any changes to coverage. In no event shall it be provided notice of any proposed changes to the errors and omissions insurance less than five business days prior to such change taking effect

(End of Clause)

H.27 DISPUTE RESOLUTION

- (a) At all times during the length of this agreement, both parties will attempt, in good faith, to resolve any disagreements.
- (b) Should the Contractor believe it has an unresolved claim against the other party arising out of this contract, it must first notify the other party of the nature of the claim and its proposed resolution or remedy in writing. Such a written claim must be submitted to the Contracting Officer.

- (c) Should the receiving party not respond within 30 calendar days to the claim or should the parties be unable to resolve the claim, either party may submit its claim to a mutually agreed upon arbitrator for resolution by binding arbitration.
- (d) Claims covered by this section may include those relating to significant errors as well as underperformance of a service-level requirement or other requirement.
- (e) Arbitration may address whether the aggrieved party has asserted a valid claim as well as whether the aggrieved party's proposed remedy (e.g., damages) is reasonable.

(End of Clause)

H.28 SERVICE LEVEL MANAGEMENT TRANSITION

- (a) In order to support key operational objectives of the Agency, a Service Level Management (SLM) Transition Plan is a critical element of the TESS Contract. In order to develop and execute the SLM Plan, a Service Level Management (SLM) Transition Phase will be conducted beginning immediately after commencement of the contract to establish mutually agreeable service levels and critical service levels that will be reviewed and updated in the SLM Plan on an annual basis. The Offeror shall initiate and organize a meeting within two weeks after commencement of the contract to begin the SLM Transition Phase. Changes to service levels will be executed through the change management process.
- (b) The key Objectives of the SLM Transition Phase are:
 - To review the service levels as provided in the TESS RFP SOW Attachment in order to identify service levels that are manageable, attainable, and realistic
 - To identify the "critical" service levels that are applicable for service credits as a result of not achieving service level targets
 - To measure service levels in order to establish a baseline performance level for each service level in order to set the service level targets
 - To provide monthly service level performance reports beginning after the Phase-In period (First 60 days) that will be reviewed in monthly service level meetings for the duration of the contract
 - To establish the Service Level Management Plan.
- (c) The Offeror will be responsible for implementing the Service Level Management (SLM) Plan. Should the Offeror and FRTIB be unable to agree to a SLM Plan at the end of the SLM Transition Phase, FRTIB at its sole discretion will be entitled to engage an independent third party to develop the Service Level Management Plan, to which the Offeror will be responsible for

implementing. If the Offeror does not implement the SLM Plan to the satisfaction of FRTIB, FRTIB may consider it a breach of the Offeror's contractual responsibilities.

(End of Clause)

H.29 INFORMATION SYSTEM(S) ARCHITECTURE

The Contractor shall ensure that all of their Information Systems comport to the following requirements:

(a) Segregation Of Contractor Information System(s)

The Contractor shall establish and maintain dedicated, segregated information system(s) (e.g., servers, desktops, and data networks) for the purposes of supporting this contract. The Contractor shall ensure that the design of any logical segregation techniques used to achieve this requirement is included within the information system(s) security plan.

(b) External Interconnection(s)

The Contractor shall only interconnect their information system(s) with FRTIB's information systems. The Contractor shall not establish any physical or logical interconnections between Contractor-owned information systems supporting this contract and third-party information systems (including the Internet) without FRTIB's approval. The Contractor shall ensure that approved external interconnections are designed and monitored in a manner that does not permit the third-party information system to be able to access FRTIB's information systems.

(c) Remote Access

FRTIB will provide remote access to FRTIB's and Contractor-owned information system(s) for Contractor's employees through FRTIB's established Remote Access points. Contractor shall ensure that all Contractor-owned end-user devices (desktops, laptops, etc.) support FRTIB's Remote Access points. Contractor shall be responsible for ensuring that Contractor-owned end-user devices are properly configured.

FRTIB may require an assessment (compliance with standard configuration settings, application of security updates, etc.) of end-user devices at the time of a remote access connection and may limit or deny access to non-compliant devices.

(d) Administration And Security

The Contractor shall integrate, under FRTIB's control, administrative and security components (e.g. Windows Domains) with FRTIB's information systems.

(e) Compatibility And Supportability

The Contractor shall ensure that Contractor-owned information system(s) are compatible and remain compatible with FRTIB's information systems. The Contractor shall ensure that Contractor-owned information systems remain within manufacturer support at all times.

(End of Clause)

H.30 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (DEC 2012)**(a) Definitions.**

- (1) "FOCI package," as used in this clause, means a complete set of Foreign Ownership, Control, or Influence (FOCI) documents to include a Standard Form 328, Certificate Pertaining to Foreign Interests (SF 328), an Organizational Entity Structure (OES) form when there is a parent level entity, and a Key Management Personnel List (KMPL).
 - (2) "Domestic operational parent," as used in this clause, means a U.S. entity which exercises operational control over its subsidiaries and affiliates. It does not include a holding company or a passive investment company.
- (b) Notwithstanding the provisions of Chapter 2 Section 3 of the National Industrial Security Program Operating Manual (NISPOM), February 2006, the Sponsor intends to secure services or equipment from firms which are not under foreign ownership, control, or influence or where any FOCI may, in the opinion of the Sponsor, adversely impact on security requirements. Notwithstanding the limitation on contracting with an Offeror under FOCI, the Sponsor reserves the right to contract with such Offerors under appropriate arrangements, when it determines that such contracts will be in the best interest of the Sponsor.
- (c) Accordingly, all Offerors responding to this RFP or initiating performance of a contract are required to submit or validate a FOCI package for the Offeror or Contractor and the Offeror's or Contractor's highest level domestic operational parent, if applicable.
- (1) An Offeror or Contractor shall submit its FOCI package at the company or subsidiary level, not at the branch or division level. The OES shall include

the complete ownership chain from the highest parent, domestic or foreign, down to any subsidiaries or affiliates the contracting entity may own.

- (2) A separate FOCl submittal consisting of an SF 328 and a KMPL is also required at the highest level domestic operational parent entity level of the Offeror or Contractor when such a relationship exists.
 - (3) In accordance with the Certification of Foreign ownership, Control, or Influence provision Incorporated in Section K, the Offeror can satisfy the requirements of this clause by certifying that the Sponsor's FOCl records are current and correct. New or updated FOCl packages can be submitted in either one of the two methods as described in paragraph (e) below.
 - (4) All affirmative answers contained In a SF 328 must explain the identity, nature, degree, and impact on its organization or activities. The Sponsor reserves the right to request additional information.
 - (5) The KMPL must identify the Company Security Officer (CSO) and the required senior management by name, position, social security number, date/place of birth, citizenship status, ownership interest in the company, security clearances and any supplemental information which may be requested.
- (d) The Contractor shall report any changes in FOCl status and KMPL information during the period of performance of this contract to the Contracting Officer and submit FOCl packages in accordance with paragraph (e). An updated SF 328 is required of the Contractor or any of its subcontractors whenever there is a change in a response to any of the 10 questions on the SF 328. An updated KMPL is required whenever there is a key management personnel change. Failure to provide timely notice may result in termination of Sponsor accredited locations.
- (e) The Contractor shall provide FOCl packages and/or updates to the FOCl Program via Hard Copy Submittal or in accordance with the alternate e-FCL/e-FOCl Method.
- (1) Hard Copy Submittal to FOCl Program:
Office of Contracts
Attn: Jordan S. Blake PO Box 40843
Arlington, VA 22204
 - (2) Duplicate Hard Copy Submittal and notification of e-FOCl submittal to the Contracting Officer:
Marisol Vargas-Busch
Contracting Officer
77 K St NE, Suite 1000
Washington, DC 20002

- (f) The FOCI program is centrally managed by a staff responsible for determining if the Offeror or Contractor is FOCI eligible or FOCI mitigated. The Contractor shall promptly disclose to the Contracting Officer and the FOCI program any information pertaining to any interest or suspicious activity of a FOCI nature at the Contractor or its subcontractors.
- (g) If a Contractor is operating under FOCI mitigation through the Defense Security Services (DSS), the Contractor shall provide a copy of its agreement with DSS to the FOCI address in paragraph (e), as well as any updates to its agreement throughout the duration of any Sponsor accredited locations. The Contractor shall operate in strict accordance with Its DSS FOCI mitigation.
- (h) The Offeror or Contractor is required to request, collect, and forward to the Sponsor complete FOCI packages from all potential subcontractors undertaking classified work under the Offeror's direction and control with its proposal and through the entire period of performance of the contract. Offerors are responsible for the thoroughness and completeness of each subcontractor's FOCI package. The alternate e-FCL/e-FOCI method is available for subcontractors. When selecting this method, the "Alternate e-FCL/e-FOCI Method of FOCI Submittal Form shall be attached to the "SubContractor Notification Form" in lieu of the FOCI package.

(End of Clause)

H.31 DIRECTIVE AND POLICY COMPLIANCE

- (a) The Contractor shall comply with all applicable directives and policies set forth in Section J Attachments.

(End of Clause)

H.32 ACCESS TO SENSITIVE INFORMATION

- (a) As used in this clause, "sensitive information" refers to FRTIB or TSP data and information that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To perform work under the TESS contract, the Contractor shall:
 - (1) Use any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in any procurement.
 - (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

- (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
 - (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
 - (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (c) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document by reference.
- (d) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Agency will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(End of Clause)

(End of Section H)

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Date</u>	<u>Title</u>
52.202-1	Jan 2012	DEFINITIONS
52.203-3	Apr 1984	GRATUITIES
52.203-5	Apr 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	Sept 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	Oct 2010	ANTI-KICKBACK PROCEDURES
52.203-8	Jan 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	Jan 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	Oct 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-16	Dec 2011	PREVENTING PERSONAL CONFLICTS OF INTEREST
52.204-1	Dec 1989	APPROVAL OF CONTRACT
52.204-2	Aug 1996	SECURITY REQUIREMENTS
52.204-3	Oct 1998	TAXPAYER IDENTIFICATION
52.204-6	Dec 2012	DATA UNIVERSAL NUMBERING SYSTEM NUMBER
52.204-7	Dec 2012	CENTRAL CONTRACTOR REGISTRATION
52.204-9	Jan 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-12	Dec 2012	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE
52.204-13	Dec 2012	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE
52.209-2	May 2011	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION
52.209-6	Dec 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

<u>Clause Number</u>	<u>Date</u>	<u>Title</u>
52.209-10	May 2012	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
52.215-1	Jan 2004	INSTRUCTIONS TO OFFERORS—COMPETITIVE
52.215-2	Oct 2010	AUDIT AND RECORDS—NEGOTIATION
52.215-8	Oct 1997	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT
52.215-11	Aug 2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS
52.215-13	Oct 2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS
52.215-19	Oct 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-22	Oct 2009	LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT
52.215-23	Oct 2009	LIMITATIONS ON PASS-THROUGH CHARGES
52.216-7	Jun 2011	ALLOWABLE COST AND PAYMENT
52.216-8	Jun 2011	FIXED FEE
52.217-8	Nov 1999	OPTION TO EXTEND SERVICES The Contracting Officer may exercise the option by written notice to the Contractor within <u>60 calendar days</u> .
52.217-9	Mar 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT (a) The Government may extend the term of this contract by written notice to the Contractor within <u>30 calendar days</u> ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least <u>60 calendar days</u> 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 <u>6 years</u> .
52.223-6	May 2001	DRUG-FREE WORKPLACE
52.223-18	Aug 2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.224-1	Apr 1984	PRIVACY ACT NOTIFICATION
52.224-2	Apr 1984	PRIVACY ACT
52.227-14	Dec 2007	RIGHTS IN DATA—GENERAL (g)(3) continued operation of the Thrift Savings Plan or other FRTIB systems.
52.227-17	Dec 2007	RIGHTS IN DATA—SPECIAL WORKS
52.230-2	May 2012	COST ACCOUNTING STANDARDS

<u>Clause Number</u>	<u>Date</u>	<u>Title</u>
52.230-3	May 2012	DISCLOSURE AND CONSISTENCY IN COST ACCOUNTING PRACTICES
52.230-7	Apr 2005	PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES
52.232-20	Apr 1984	LIMITATION OF COST
52.233-1	July 2002	DISPUTES
52.233-3	Aug 1996	PROTEST AFTER AWARD
52.233-4	Oct 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	Jan 1991	CONTINUITY OF SERVICES
52.239-1	Aug 1996	PRIVACY OR SECURITY SAFEGUARDS
52.243-1	Aug 1987	CHANGES—FIXED PRICE
52.243-2	Aug 1987	CHANGES—COST REIMBURSEMENT
52.246-4	Aug 1996	INSPECTION OF SERVICES—FIXED-PRICE
52.249-6	May 2001	TERMINATION (COST-REIMBURSEMENT)

NOTE: The Federal Retirement Thrift Investment Board (or Agency) is a Government Agency operating on non-appropriated funds whose mission is to act solely in the interest of the Thrift Savings Plan participants and beneficiaries. As a non-appropriated fund Agency, it is not bound by the Federal Acquisition Regulation (FAR).

(End of clause)

(End of Section I)

SECTION J – LIST OF ATTACHMENTS

#	Title
1	Statement of Work and Appendices
2	Non-Disclosure Agreement
3	Task Order Template
4	Contract Data Requirements List (CDRL)
5	DD-250 - Material Inspection and Receiving Report
6	SF-328 – Certificate Pertaining to Foreign Interests
7	Labor Categories and Skill Level Descriptions
8.1	FRTIB Directive 61 - Enterprise Information Security Program and Policy (Sept 22, 2011)
8.2	FRTIB Directive 57 - Personal Identity Verification and Suitability Determination (Apr 1, 2011)
8.3	Access Control (AC) Policy_v0.9 FINAL
8.4	Audit and Accountability (AU) Policy_v1 FINAL
8.5	Configuration Management (CM) Policy_v1 FINAL
8.6	Contingency Planning (CP) Policy_v0.9 FINAL
8.7	EISRM Program Management (PM) Policy_v1 FINAL
8.8	Identification and Authentication (IA) Policy_v1 FINAL
8.9	Incident Response (IR) Policy_v0.9 FINAL
8.10	Limited Personal Use (LPU) Policy v1.0 FINAL
8.11	Maintenance (MA) Policy_V1 FINAL
8.12	Media Protection (MP) Policy_v1 FINAL
8.13	Personnel Security (PS) Policy_v0.9 FINAL
8.14	Physical and Environmental Security (PE) Policy_v0.9 FINAL
8.15	Risk Assessment (RA) Policy_v1 FINAL
8.16	Security Awareness and Training (AT) Policy_v1 FINAL
8.17	Security Planning (PL) Policy_v1 FINAL
8.18	System and Communications Protection (SC) Policy_v0.9 FINAL
8.19	System and Services Acquisition (SA) Policy_V0.9 FINAL
8.20	System Authorization (CA) Policy_v1 FINAL
8.21	Systems and Information Integrity (SI) Policy_V0.9 FINAL
8.22	FRTIB Banned Technologies
9	Records Management Directive 28A

(End of Section J)

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

Provision(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision.

The following contract provisions pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Date</u>	<u>Title</u>
NONE	NONE	NONE

(End of Provision)

K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(b) If the FAR clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

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

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

- (a) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of Provision)

K.3 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING AND FEDERAL INCOME TAX VIOLATIONS

The offeror's proposal shall include a signed written certification as follows:

To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of Provision)

K.4 COMPUTER SOFTWARE (FAR 52.227-15) (DEC 2007)

- (a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at [52.227-14](#), Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at [52.227-16](#), if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at [52.227-14](#) included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) By completing the remainder of this paragraph, the Offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—
- (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
- (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:
- _____
- _____
- _____
- (c) Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of the data should a contract be awarded to the Offeror.

(End of provision)

K.5 PROPOSAL DISCLOSURE COST ACCOUNTING STANDARDS, NOTICES, AND CERTIFICATION (FAR 52.230-1) (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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

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

I. Disclosure Statement - Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

- (1) Certificate of Concurrent Submission of Disclosure Statement. The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
 - (ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: [Name and Address of Cognizant ACO or Federal Official Where Filed:]

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

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

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

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

- (3) Certificate of Monetary Exemption. The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.
- (4) Certificate of Interim Exemption. The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

yes no

(End of provision)

(End of Section K)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

Provision(s) at the beginning of this Section are incorporated by **reference**, with the same force and effect as if they were given in full text. The Contractor is responsible for understanding and complying with the provisions.

The following contract provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISION

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION
52.215.22	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGES– IDENTIFICATION OF SUBCONTRACT EFFORT
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

(End of Provisions Incorporated By Reference)

L.2 CURRENT PERFORMANCE LOCATIONS (FOR INFORMATIONAL PURPOSES ONLY)

In addition to work performed at the incumbent Contractor's facility, some effort is currently being performed at the following remote locations:

- Fairfax, Virginia
- Leawood, Kansas
- Birmingham, Alabama
- Metairie, Louisiana
- Hilton Head, South Carolina

(End of Provision)

L.3 TYPE OF CONTRACT

FRTIB contemplates issuing a Cost Plus Fixed Fee contract with Indefinite Delivery, Indefinite Quantity (IDIQ) task orders that may be Cost Plus Fixed Fee, Firm Fixed Price or Time and Materials.

All costs associated with the Phase-In of this Contract are Firm Fixed Price and will be handled by a separate purchase order/contract.

(End of Provision)

L.4 PERIOD COVERED BY PROCUREMENT

This solicitation covers a period of 6 years and the 60-day phase-in*. For contracting purposes:

Period	Duration	Anticipated Dates
Phase-In*	60 days	August 1, 2013 through September 30, 2013
Basic Period of Performance	2 years	October 1, 2013 through September 30, 2015
Option Period 1 (two years)	2 years	October 1, 2015 through September 30, 2017
Option Period 2 (one year)	1 year	October 1, 2017 through September 30, 2018
Option Period 3 (one year)	1 year	October 1, 2018 through September 30, 2019

The Agency is not obligated to exercise any option if it determines for any reason that doing so is not in its best interest.

* A separate contract/purchase order will be issued for Phase-In.

(End of Provision)

L.5 QUESTIONS REGARDING THIS SOLICITATION

Only written questions will be accepted. Questions regarding this solicitation shall cite the solicitation number and be directed to the Contracting Officer at the following email address: TESS-CO@tsp.gov

Questions submitted to other email addresses will not be considered.

Questions shall provide specific references (page and paragraph numbers). Offerors are encouraged to submit their questions as soon as they are identified to ensure a prompt response from the Agency. All questions shall be submitted no later than Wednesday, February 20, 2013. Agency responses will be posted at www.frtib.gov and www.fbo.gov.

(End of Provision)

L.6 PRESENTATION MATERIALS

Conference presentation materials are posted at <http://www.frtib.gov> under the TESS Acquisition tab and at <http://www.fbo.gov>.

(End of Provision)

L.7 PROPOSAL ACCEPTANCE PERIOD

Proposals submitted in response to this solicitation shall remain firm for at least **280 calendar days** after the date specified for receipt and shall contain a statement to this effect. In addition, Offerors shall insert “**280**” into Block 12 of Standard Form 33, Solicitation, Acceptance, and Award.

(End of Provision)

L.8 CENTRAL CONTRACTOR REGISTRATION (CCR)

All Offerors shall be currently registered in the CCR at the time of proposal submission and shall provide their registration information in the model contract.

(End of Provision)

L.9 PROPOSAL PAGE DEFINITION

(a) A page is defined as one side of a 20lb bond sheet, 8 1/2" x 11", with at least 1-inch margins on all sides, using not smaller than 12 point (non-compressed) Arial type. Smaller font sizes (no less than 8 point Arial) are acceptable for notional graphics such as computer screen mock-ups or form/report print-outs. Foldouts count as an equivalent number of 8 1/2" x 11" pages. For example, an 11" x 17" foldout will be counted as two pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(b) Title pages, cover sheets, tables of contents, acronym listings (or a glossary of abbreviations), and requested cross reference lists (see Paragraph L.11) are excluded from the page counts specified. Information contained on these pages will not be evaluated. In addition, the Cost Volume of each proposal is not page limited. However, this Volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(End of Provision)

L.10 PROPOSAL PREPARATION INSTRUCTIONS

The FRTIB's intention is to solicit information in a manner that will permit a competitive evaluation of the Offeror's proposal. The Offeror's proposal shall demonstrate the Offeror's competence and capability to successfully perform the requirements specified in the TESS Statement of Work (SOW).

(a) Offerors shall include all page limited information within the Mission Suitability and Past Performance Volumes and not in other unlimited page volumes. Failure to follow this instruction will result in the misplaced information not being evaluated.

(b) The proposal shall demonstrate the Offeror's understanding of the overall and specific requirements of the proposed contract; and convey the company's capabilities for meeting these requirements. The proposal shall provide the plans and methods for accomplishment.

(c) The proposal for all Evaluation Factors shall be clear, concise, shall not include ambiguous language or terms, and shall include sufficient detail for effective evaluation and substantiation of all information. The proposal should not simply rephrase or restate the Agency's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements.

(d) Elaborate brochures or documentation, detailed artwork, or other superfluous embellishments are unnecessary and are not desired, unless specifically requested in a Scenario or Representative Task Order (RTO) response.

(e) Offerors are requested to provide information responsive to the items set forth below. This information is considered essential for the FRTIB to conduct a fair and uniform evaluation of proposals in accordance with the evaluation factors and sub-factors provided in Section M. The items listed are not, however, all-inclusive and you should include in your proposals, consistent with the page limits established, any further substantiation demonstrating your ability to perform the work under this Contract.

(End of Provision)

L.11 PROPOSAL VOLUMES, PAGE LIMITATIONS, FORMAT AND COPIES

(a) Proposal Volumes: Offerors shall arrange their proposals into seven volumes as set forth below.

Table L-1: Proposal Volumes, Page Limitations, Format and Copies

Volume No.	Title	Page Limits	Electronic Format	Copies
I/II/III/IV	Mission Suitability	125	MS Word / Adobe PDF	1 original, 5 hard copies, 2 CD-ROMs
I	Subfactor 1 – Overall Operational and Technical Approach, Business Process Services (Recordkeeping) and Information Security	Included in 125	MS Word / Adobe PDF	
II	Subfactor 2 – Overall Operational and Technical Approach, IT Services	Included in 125	MS Word / Adobe PDF	
III	Subfactor 3 - Management Approach	Included in 125	MS Word / Adobe PDF	
	Key Personnel Resumes	2 pages per individual, but excluded from 125	MS Word / Adobe PDF	
IV	Subfactor 3 – Plans and Other Documents	Not Limited		1 original, 5 hard copies, 2 CD-ROMs
	Total Compensation Plan	Not Limited	MS Word / Adobe PDF	
	Phase-In Plan	Not Limited	MS Word / Adobe PDF	
	Draft Contract Management Plan	Not Limited	MS Word / Adobe PDF	
	Draft Information Security Plan	Not Limited	MS Word / Adobe PDF	
	Joint Venture Teaming Agreement	Not Limited	MS Word / Adobe PDF	
	Errors & Omissions Insurance Policy	Not Limited	MS Word / Adobe PDF	
	Draft Organizational Conflict of Interest Plan	Not Limited	MS Word / Adobe PDF	
	Draft Operating Level Agreement Approach	Not Limited	MS Word / Adobe PDF	

Volume No.	Title	Page Limits	Electronic Format	Copies
V	Past Performance Volume	25	MS Word / Adobe PDF	1 original, 5 hard copies, 2 CD-ROMs
	Past Performance Reference Form	Not Limited	MS Word / Adobe PDF	
	Past Performance Table	Not Limited	MS Word / Adobe PDF	
VI	Cost/Price Proposal	Not Limited		1 original, 2 hard copies, 2 CD-ROMs 1 hard copy, 1 CD-ROM to DCAA
	Cost Narrative	Not Limited	MS Word / Adobe PDF	
	Cost Exhibits	Not Limited	MS Excel	
VII	Model Contract	Not Limited	MS Word / Adobe PDF	1 original, 1 hard copy
	Sections A-J, with all fill-ins completed, and Section K, Representations and Certifications, with all fill-ins completed	Not Limited	MS Word / Adobe PDF	

- (1) Volumes I through V and VII shall each be separately bound in sequentially numbered 3-ring binder(s), no larger than 3-inches. Volume VI shall be separately bound in 3-ring binder(s), no larger than 5-inches. The binder(s) shall permit(s) the volume to lie flat when open. Staples shall not be used. A cover sheet shall be included on each binder, clearly marked with date of offer, volume number, title, copy number, solicitation number and the Offeror's name. The same identifying data should be placed on the spine of each binder. Information should not be incorporated by reference. A suitable table of contents shall be provided with each volume for ready reference to sections, tables, and figures. Pages shall be formatted in a standard page style, without the use of columns. All pages in each volume shall be numbered sequentially with Arabic numerals for contents subject to page limitations and with lower case Roman numerals for contents not subject to page limitations (e.g.,

title pages, tables of contents, and acronym lists) and shall reflect the Offeror's identity.

Offerors shall tab each subsection within each volume for ease of reference. Tabs and dividers are not included in the page count limitations and will not be evaluated.

- (2) The judicious use of cross references is encouraged. However, Mission Suitability Subfactor 1 must stand alone.
- (3) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Agency. For example, if an Offeror submits Volume I with 130 pages, the final 5 pages will be removed, sealed, and will not be evaluated.
- (4) Offerors are highly encouraged to provide only the relevant information necessary to understand their proposal. Filling the page count with extraneous and/or repetitive information is highly discouraged.
- (5) If final proposal revisions are requested, separate page limitations will be specified in the Agency's request for that submission.

(b) Format

- (1) Each Offeror is required to submit its proposal in two formats, one conventional hard copy binder format in the quantities specified above, and one in an electronic format in the quantities specified above. The electronic submission must be compatible with the software and hardware specification described in paragraph (g) below. Electronic media must be labeled or tagged with the RFP Number, Company Name, Date Prepared, an indication of the files or range of files contained on the disks marked and in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.
- (2) A cover sheet should be contained as the first page of each book, clearly marked with volume number, title, solicitation identification, and the Offeror's name. Be sure to apply all appropriate markings, including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.
- (3) Provide a Cross Reference List that tracks the page and paragraph numbers of the Offer's proposal to the page and paragraph numbers in the Agency's instructions. A Cross Reference List shall be submitted in each Volume for that particular volume.

(c) Copies:

- (1) Hard copies are to be provided in the numbers set forth in Table L-1 above.
- (2) The electronic copies of the proposal shall be compatible with Microsoft Office® 2007. Further, the Microsoft Excel spreadsheets shall be submitted in Microsoft Excel format, and not in a scanned Microsoft Word or Adobe PDF file. To the extent of any inconsistency between data provided electronically and proposal hard copies, the hard copy data will be considered to be the intended data.

For electronic submissions, each tab of the proposal should be submitted as a separate electronic file. If a volume extends to multiple disks, the Offeror shall clearly indicate the sequence number. The Offeror shall perform an anti-virus/anti-malware scan prior to proposal submission. Offeror shall not embed sound or video files into the proposal files. Offeror shall minimize the use of scanned images and keep embedded graphics as simple as possible.

(End of Provision)

L.12 PROPOSAL DUE DATE

Proposals shall be submitted no later than 3:00 PM Eastern Time, Wednesday, March 13, 2013, in accordance with the instructions reflected in Section L.11. Due to the critical nature of these services to the FRTIB, it is not expected that the proposal submission date will be extended.

(End of Provision)

L.13 EXTERNAL PROPOSAL MARKING, PACKAGING AND DELIVERY INSTRUCTIONS

(a) External Proposal Marking

- (1) All proposal packages must be closed, sealed, and reflect in large letters the following:

“PROPOSAL – DELIVER UNOPENED”

- (2) The proposal package must include:

- (a) Offeror’s name and return mailing address
- (b) Attention - Contracting Officer: Marisol Vargas-Busch

- (c) Phone: 202-942-1621
- (d) Email: TESS-CO@tsp.gov
- (e) Solicitation Number: TIB-2013-RFP-0012
- (f) Box # of # (e.g., 1 of 9)

(3) The proposal package must include the Offeror's name and return mailing address.

(b) Packaging

(1) All copies of each Volume, see Table L-1, shall be separately bound and boxed. Do not commingle Volumes in a single box. The exterior of each box shall be clearly marked on the exterior with the RFP number (TIB-2013-RFP-012) and appropriate volume designation. The appropriate Volume designations are:

Volume	Title
I	Mission Suitability – Subfactor 1
II	Mission Suitability – Subfactor 2
III	Mission Suitability – Subfactor 3
IV	Plans and Other Documents
V	Past Performance
VI	Cost/Price
VII	Model Contract

(2) Offerors shall package their proposals in Banker Storage/Filing style boxes. Boxes should be no larger than 12" (W) x 10" (H) x 15" (D) and have handles on at least 2 sides.

(c) Delivery

(1) Offerors shall contact the Agency via TESS-CO@tsp.gov at least 48 hours prior to planned delivery to receive a delivery appointment time. Offerors shall provide the following information in their requests:

- (a) Company Name
- (b) Proposal Number TIB-2013-RFP-0012
- (c) Number of boxes being delivered
- (d) Estimated business day for delivery
- (e) Box # of # (e.g., 1 of 9)

(2) On the day of delivery, Offerors shall call (202) 942-1600 and ask for the TESS Contracting Officer, if they are unable to arrive at their appointed time.

(3) The Agency's loading dock is located on First Street NE, on the east side of the building entrance. There is no sign for the loading dock. It is the second drive on the right as you turn off K Street NE to First Street NE.

- (4) Offeror's delivery representative will be given a signed and dated/timed receipt from the Agency upon reaching the loading dock at their appointed time.
- (5) Upon arrival at the loading dock, check in with the security guard before unloading boxes onto the scanner. The loading dock is not staffed. Offerors shall ensure that their delivery personnel are prepared to unload the boxes for security scanning.
- (6) Certificate of Insurance. Building management, Brookfield Properties, requires that a Certificate of Insurance (COI) be on file for each vendor and/or courier making a delivery to 77 K Street, NE. The insurance requirements will vary depending on the delivery. Requirements for TESS deliveries are provided below (i.e., 10 banker boxes as described in Section L.13(2)). The certificate must be on file no later than 48 hours prior to services being rendered. A commercial carrier (e.g., UPS, FedEx or a courier service) may already have a COI on file with Brookfield (at 77K), but Offerors are responsible for ensuring that it is adequate for their deliveries. If you need to obtain a COI, you must deal directly with Brookfield.

Brookfield Office Properties
U.S. Commercial Operations
 77 K Street NE, Washington, DC 20002
 T 202.467.7950, F 202.467.7959
 Shanette.Glenn@brookfield.com

Certificate of Insurance Requirements (based on approximately 10 boxes)

General Liability	Per occurrence	\$1,000,000
General Liability	Aggregate	\$2,000,000
General Liability	Products/completed ops	\$2,000,000
Worker's Compensation		Statutory
Employers Liability	Bodily Injury/Each Accident	\$1,000,000
Employers Liability	Bodily Injury by Disease per employee	\$1,000,000
Employers Liability	Bodily Injury Disease Aggregate	\$1,000,000
Automobile Liability	Combined Single Limit (CSL) per accident for owned, non-owned & hired autos	\$1,000,000
Umbrella	Umbrella per occurrence and aggregate	\$2,000,000

(End of Provision)

L.14 PROPOSAL EVALUATION PROCESS

- (a) The proposal shall be detailed and complete enough to clearly and fully demonstrate that the Offeror understands the requirements and the inherent risks associated with the objectives of this procurement. It is inadequate to simply state that the Offeror understands and will comply with the requirements, or to paraphrase the requirements such as: “standard procedures will be employed to...” and “well-known techniques will be used for...”. The Mission Suitability Proposal shall comprehensively explain how you propose to comply with the applicable specifications, as well as the techniques and procedures you propose to implement.
 - (b) For a more complete understanding of this portion of Section L, refer to the evaluation criteria set forth in Section M. The instructions in this portion of Section L are directly related to the evaluation factors set forth in Section M. This procurement will be conducted utilizing a combination of mission suitability, past performance and cost/price factors, as set forth in Section M.
- (1) Subfactor 1, Technical Approach, Business Process Services (Recordkeeping) and Information Security
- (a) Upon receipt of proposals, a page inventory will be accomplished and excess pages will be removed in accordance with (IAW) Table L-1. A review will then will be conducted to ascertain if the proposals have been properly organized IAW L.11.
 - (b) Subfactor 1 will then be reviewed IAW the Evaluation Scoring System set forth in Section M paragraph M.2.
 - (c) Those proposals receiving a Good, Very Good or Excellent adjective rating for Subfactor 1 will “Pass” and the remainder of their proposals will be evaluated.
 - (d) Those proposals receiving a Fair or Poor adjective rating for Subfactor 1 will “Fail” and the Offeror’s remaining proposal volumes will remain unopened and will not be evaluated. Offeror(s) will be notified upon approval of the Competitive Range Determination, if required, or at contract award.
- (2) Acceptability of Subfactor 2, Technical Approach, IT Services, and Subfactor 3, Management Approach, a page inventory will be accomplished and excess pages will be removed IAW Table L-1. A review will then will be conducted to ascertain if the proposals have been properly organized IAW L.11.

- (3) Acceptability of Volume V - Past Performance, a page inventory will be accomplished and excess pages will be removed IAW Table L-1. A review will then will be conducted to ascertain if the volume has been properly organized IAW L.11.
- (c) The Agency reserves the right to award IDIQ Task Orders, for Representative Task Orders (RTOs) addressed in Mission Suitability Subfactors 1 and 2, as proposed. All other work will be authorized on IDIQ Task Orders negotiated between the Contractor and the Agency.
- (d) Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal; it must not be incorporated by reference. Offerors must not assume that the Source Evaluation Panel is aware of their company's abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work.

(End of Provision)

L.15 USE OF CONTRACTOR PERSONNEL

- (a) During evaluation of proposals received in response to this solicitation, the following Contractors will be utilized:

Best Value Technology Information, Inc.
11350 Random Hills Road
Fairfax, VA 22030

Gartner, Inc.
56 Top Gallant Road
Stamford, CT 06902

Poole & Associates
121 Antler Circle
San Antonio, TX 78232

- (b) The appropriate non-disclosure forms have been signed by all Contractor personnel and are on file with the TESS CO.

(End of Provision)

L.16 PRESOLICITATION CONFERENCE

- (a) A presolicitation conference was held on December 14, 1:00 – 3:00 PM at the Marriott Inn & Conference Center University of Maryland University

College. Conference presentation materials are posted at www.frtib.gov and www.fbo.gov.

(End of Provision)

L.17 DETERMINATION OF COMPENSATION REASONABLENESS

- (a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each category of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted.
- (b) The Offeror shall provide written support to demonstrate that its proposed compensation is reasonable.
- (c) The Offeror shall require all service subcontractors with proposed cost reimbursement or fixed-price subcontracts having a total potential value greater than \$6,000,000 over the life of the contract to provide as part of their proposals the information identified in (a) and (b) of this provision.

(End of Provision)

L.18 MISSION SUITABILITY

L.18.1 VOLUME I – MISSION SUITABILITY, SUBFACTOR 1

The Offeror shall demonstrate that the proposal meets the contract requirements. The Offeror shall describe or provide the following:

(a) Subfactor 1 – Overall Operational and Technical Approach, Business Process Services (Recordkeeping) and Information Security

(1) General Information

- (a) Business Process Services (Recordkeeping): FRTIB's Recordkeeping systems receive, process, and administer significant volumes of participant financial and indicative information, including Personally Identifiable Information (PII), that requires accuracy, reliability, confidentiality, integrity, and availability. Work under this contract requires the Offeror to collect, interpret, store, retrieve, manipulate, test, maintain, and monitor participant defined contribution records.
- (b) Information Security: FRTIB's information systems store, process, and transmit significant volumes of sensitive information, including PII that require

confidentiality, integrity, and availability. Work under this contract requires the Offeror to plan, design, implement, test, maintain, and monitor security controls.

(2) Overall Operational and Technical Approach: Business Process Services (Recordkeeping)

- (a) Offerors shall address their overall operational and technical approach for assuming and maintaining responsibility for the main TSP Recordkeeping system and all ancillary systems in the Statement of Work, in accordance with FRTIB's Recordkeeping requirements. The Offeror shall describe its approach to identifying potential Recordkeeping improvements and efficiencies as they apply to FRTIB's system of records with a description of how the approach will improve processing and reduce overall risk. Offerors shall propose their approach for maintaining flawless operations while improving the participant experience and finding efficiencies in the process.
- (b) Offerors shall propose best practices and innovations with respect to defined contribution Recordkeeping; including assumptions, rationale, and quantified efficiencies.
- (c) Offerors shall address compliance with the FRTIB regulations, Federal Employees' Retirement System Act of 1986 and applicable Internal Revenue Service regulations.

(3) Overall Operational and Technical Approach: Information Security

- (a) Offerors shall address their overall operational and technical approach for implementing information security throughout the Statement of Work, in accordance with FRTIB's information security requirements. Offerors shall describe their approach to identifying potential information security improvements as they apply to FRTIB's information systems with a description of how the approach will reduce overall risk.
- (b) Offerors shall address compliance with Federal Information Security Management Act (FISMA), the National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS), and FRTIB's Enterprise Information System Risk Management (EISRM). In addition, Offerors shall include best practices and innovations with respect to information security; including assumptions, rationale, and quantified efficiencies.

(4) Scenario 1 – Thrift Savings Plan Pricing Error

- (a) The Offeror shall provide the required information set forth in Attachment L.1.

L.18.2 VOLUME II – MISSION SUITABILITY, SUBFACTOR 2

The Offeror shall demonstrate that the proposal meets the contract requirements. The Offeror shall describe or provide the following:

(1) Subfactor 2 – Overall Operational and Technical Approach, IT Services

- (a) The Offeror shall address its overall operational and technical approach for assuming and maintaining responsibility for providing the IT services described in the Statement of Work. Services include: Cross Functional, Data Center, Data Network, Voice Network, End User, Service Desk, and Applications. The Offeror shall describe how its approach will maintain flawless operations, provide improvements and efficiencies, improve services, and reduce overall risk.
- (b) The Offeror shall propose best practices and innovations for the services, including assumptions, rationale, and quantified efficiencies.

(2) Scenario 2 – Thrift Savings Plan Batch/Daily Processing

- (a) The Offeror shall provide the required information set forth in Attachment L.2.

(3) Representative Task Order (RTO) 1 – Customer (Participant) Relationship Management System Replacement

- (a) The Offeror shall provide the required information set forth in Attachment L.3.

(4) Representative Task Order (RTO) 2 – Migration from Virtual Infrastructure to Private Cloud Model

- (a) The Offeror shall provide the required information set forth in Attachment L.4.

L.18.3 VOLUME III – MISSION SUITABILITY, SUBFACTOR 3

The Offeror shall demonstrate that the proposal meets the contract requirements. The Offeror shall describe or provide the following:

(1) Subfactor 3 - Management Approach**(a) Program Management**

The Offeror shall provide a detailed description of the program management responsibility for and authority over this contract. The Offeror shall include such elements as resolving internal resource conflicts with other company

organizations, degree of autonomy of the Program Executive, and lines of communication among Agency, Contractor, and subcontractor.

The Offeror shall describe how they propose to support multiple, simultaneous efforts that have competing requirements for technical expertise, timelines and delivery schedules. The Offeror shall identify their approach to maintaining and developing technical capabilities and competencies, while providing the appropriate support throughout the duration of the contract. The Offeror shall address assigning work in a changing, dynamic, and evolving technical environment, implementing delivery schedule management, identifying and managing risk, and obtaining user feedback for performance improvement.

The Offeror shall provide an approach that clearly identifies any proposed industry process models, best practices, and performance standards applicable to lifecycle management and governance of Information Technology systems.

If the Offeror is proposing as a joint venture, the legal agreement, provided as a part of Volume IV shall address approaches for organizational control.

(b) Organizational Structure and Chart

The proposal shall include the Offeror's approach to organizational structure, quality management, staffing and effective utilization and distribution of the workforce in meeting contract requirements, cost constraints, and schedules. While the FRTIB organizational chart is provided for informational purposes, Offerors shall submit the organizational structure for their workforce that they believe is most efficient and effective to perform the work. Offerors should not simply reflect the Government's organizational structure as their own.

The Offeror shall describe the proposed organizational structure, including policies, procedures, and techniques for effectively and efficiently managing work. Include an organizational chart that identifies where this contract fits within the corporate structure. Offerors shall provide a contract resource profile which reflects labor categories, number of positions, and hours grouped by program management, cross functional services, and service towers, as defined in the SOW. This information shall be included in the draft management plan and will be evaluated.

The Offeror shall provide an organizational chart identifying all key and critical positions by title. Key and critical positions are defined as managerial positions or positions essential to meet the Service Level Requirements (SLRs) described in the SOW. The Offeror shall describe the rationale for selecting key and critical positions and provide mapping to the applicable sections of the SOW, including SLRs. In addition, Offerors shall map the

units and their organizational chart to the corresponding unit or units on the FRTIB organizational chart.

The Offeror shall describe their approach for defining interactions with FRTIB personnel in support of the governance structure.

If the Offeror is proposing a joint venture, the proposed organizational structure and chart shall reflect the joint venture.

(b) Key Personnel

The Offeror shall discuss its approach and rationale for identifying, selecting and filling Key Positions (including Key Positions of Teaming Partners and subcontractors). The Offeror shall address the Key Personnel positions proposed in Section H.10(d) Key Personnel. Describe how you will ensure key personnel maintain the minimum qualification standards.

Minimum qualifications for the following key personnel are:

Program Executives and Deputy(s)

- a Master's degree and 10 years of directly related experience and progressively greater responsibilities, or
- a Bachelor's degree and 10 years in a leadership/management role and 5-7 years professional IT experience.

Other key personnel must have a Bachelor's degree or 8 years of directly related experience and progressively greater responsibilities.

All key personnel shall submit three (3) professional or client references over the past 5 years, one of which must be a current or former supervisor.

The Offeror shall describe the level of commitment proposed for Key Personnel who are currently being proposed for other contracts or for other reasons are not planned to be 100% dedicated to this contract. Discuss your rationale for how the work can be effectively performed with Key Personnel who are not fully committed to this contract. Include in the discussion, scenarios that may lead to less than their full commitment to this Contract and any alternatives proposed. If the commitment of Key Personnel is contingent upon the outcome of another competition, alternate Key Personnel shall be proposed along with evidence of commitment.

The Key Personnel approach shall be consistent with the overall management approach and rationale.

The Offeror shall submit for each Key Personnel the following resume information:

1. Name
2. Education
3. Proposed assignment: title and organizational element
4. Current and previous positions occupied, including employers, on or after January 1, 2003
5. Current significant responsibilities or projects
6. Professional activities and achievements
7. Unique qualifications

(d) Staffing Approach

The staffing approach shall describe how the Offeror intends to staff this effort and how the approach will ensure the Offeror meets contract requirements. Consolidations, improvements, and other changes shall be explained in detail with a clear, convincing rationale. The staffing approach shall include a comprehensive hiring approach which presents the approximate number of personnel to be hired from incumbents, those to be transferred from within the Offeror's own organization, and those from other sources.

The Offeror shall discuss their staffing approach and strategies if their primary staffing strategy is not completely successful. Offerors should describe their ability to staff from existing resources and from outside sources to satisfy fluctuating requirements.

The Offeror shall provide a detailed description of the responsibilities and authorities for program management of this contract.

The Offeror shall provide proposed and actual retention rates for the contracts listed in the Offeror's Past Performance Volume.

The Offeror shall describe the corporate resources available to enhance technical, operational, and management performance under this contract including staffing, corporate support, facilities and equipment. The Offeror shall describe the breadth of the corporate resource base beyond those of the immediate staff and how these resources may be obtained and applied.

(e) Position Qualifications

Offerors shall provide position qualifications for each specific labor category. Offerors shall provide the minimum requirements in the position qualifications, to include:

- duties and responsibilities
- licensing and/or certifications
- education
- experience

This information shall be included in the draft management plan and will be evaluated.

(f) Significant Subcontractors

For the purposes of the Mission Suitability Volume, a proposed significant subcontractor is defined as: 1) any proposed subcontractor that is either estimated to meet/exceed an average annual cost/fee of \$5,000,000; or, estimated to meet/exceed an average annual cost/fee of 25% of the proposed costs; or 2) any subcontractor performing work within the Recordkeeping Service Tower. *Note, the definition of significant subcontractor for the mission suitability evaluation may be different than for the past performance and cost evaluation.*

The Offeror shall describe the rationale and procedures for determining the work to be subcontracted, if any, and the procedures for managing significant subcontracts. The Offeror's planned usage, if any, of significant subcontracting agreements shall be addressed. For any significant subcontracting agreements, the Offeror shall detail the functional areas and functional split of responsibilities including the potential percentages of work to be performed. The Offeror shall discuss its plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of significantly subcontracted portions of the contract.

If significant subcontractors are proposed, the Offeror shall provide: 1) a separate organization chart for each subcontractor, 2) the basis for the selection of each subcontractor, 3) the nature and extent of the work to be performed by each subcontractor, 4) the benefits of these arrangements to the Agency, and 5) methods of management and reporting of subcontractors' financials and technical plans and performance. The Offeror shall provide a proposed schedule for completion of subcontracting arrangements.

L.18.4 VOLUME IV – PLANS AND OTHER DOCUMENTS

(a) Total Compensation Plan

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, which must:

- Classify all labor categories and provide a description of the work to be done within that category, and
- Identify the categories of personnel that are in an executive, administrative or professional capacity as defined by your organization

The Offeror and significant subcontractors (as defined in the cost volume) shall provide a detailed list of their fringe benefits and company estimated

cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefits information for all the non-exempt labor categories. (The Mission Suitability Proposal must not include any Cost Exhibits but should reference where the information appears in the Cost Proposal Volume.)

The Offeror shall provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

The Offeror shall provide a benefit package that includes how the Offeror plans to address increases in pay, recognizing seniority of personnel.

(b) Phase-In Plan

The Offeror shall provide a detailed phase-in plan that addresses, at a minimum, how the Offeror will ensure continuity of performance and a smooth and complete transition from the incumbent Contractor during the 60-day phase-in period. The phase-in plan shall clearly demonstrate an ability to assume full contract responsibility immediately following the phase-in period. The phase-in plan shall also specifically address how ongoing work will be continued, the proposed management organization, phase-in schedule, and staffing transition. The Offeror shall address any dependency upon the incumbent Contractor, and what access to incumbent Contractor personnel in the incumbent Contractor's facilities will be needed. Also, the Offeror shall specify the extent of involvement of Agency personnel during this period.

The 60-day phase-in period will be accomplished through the issuance of a separate firm-fixed price contract/purchase order.

(c) Draft Contract Management Plan

The Offeror shall describe their day to day management of teams of diverse personnel and how multiple, simultaneous efforts that have competing requirements for technical expertise, timelines and delivery schedules will be managed throughout the duration of the contract. The Offeror shall also address how it will manage subcontracts and risks. The Offeror shall also address methods of obtaining user feedback and implementing resulting changes to improve performance.

Based on the information you provided in Section L.18.3 and taking into account potential growth of the Plan and technological changes, describe how you will maintain your organizational structure and staffing (including

subcontractors) to efficiently and effectively perform and manage the work required under this contract on an on-going basis. Include risk management, quality management, and continuity of operations in your description of program management.

The Offeror shall describe their implementation and management of industry process models, best practices, and performance standards for lifecycle management and governance of Information Technology systems.

(d) Draft Information Security Plan

The Offeror shall submit a draft of MGMT-02 "Information Security Program Plan", as described in Attachment J.4.

(e) Joint Venture Teaming Agreement

If the Offeror is a joint venture, the Offeror shall provide a copy of the Joint Venture Teaming Agreement.

(f) Errors and Omissions Insurance Policy

The proposal shall include one complete copy of the Contractor's Errors and Omissions insurance policy, including all endorsements, riders, or other expressions of or modifications of coverage, all of which must be in a form acceptable to the FRTIB, in Volume IV, Plans and Other Documents.

(g) Draft Organizational Conflict of Interest Plan

In accordance with the principles of FAR Subpart 9.5, the Offeror shall submit a comprehensive OCI Avoidance Plan that thoroughly analyzes all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information (unequal access to information), due to biased ground rules, and/or due to impaired objectivity. The plan shall establish specific methods to control, mitigate, or eliminate all problems identified. The Final OCI Avoidance Plan, as approved by the Contracting Officer, shall be incorporated into the Contract as a compliance document.

The response shall include, at a minimum:

- i. A description of the risks to contract performance resulting from the various types of organizational conflicts of interest for the Offeror and proposed subcontractors, including consultants.
- ii. A description of the Offeror's approach, process and procedure for identifying, mitigating and/or avoiding potential organizational conflicts of interest and ensuring compliance with contract terms relevant to OCIs and limitations on future contracting.

- iii. A description of any known OCIs, including its approach for mitigating and/or avoiding them.
- iv. The Offeror shall describe its approach to identifying and protecting proprietary information and sensitive information as required by the Access to Sensitive Information clause and contract terms.
- v. The Offeror shall describe the impact of their OCI Avoidance plan on the effective and efficient performance of the Statement of Work for this contract.

(h) Draft Operating Level Agreements Approach

The Offeror shall describe its approach to negotiating and establishing Operating Level Agreements with other contractors as set forth in Section H.20.

L.18.5 VOLUME V – PAST PERFORMANCE

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition. These records shall include only contracts which began or ended during the period January 1, 2010 – Dec 31, 2012. The Offeror shall provide the following information about their past performance relevant to the requirements of the proposed contract.

(1) INFORMATION FROM THE OFFEROR

- (a) The Prime Offerors shall provide the information requested below for three to five contracts (completed and ongoing) of similar efforts with a minimum average annual cost and fee incurred of \$15M that your company has performed within the period specified above. Indicate those contracts that are most relevant to the proposed effort (i.e. similar in size and content) and how they are related. Prime Offerors also shall indicate those contracts that were performed by the division of your company that will perform the work of the proposed contract.
- (b) Offerors shall provide the information requested below for three to five contracts (completed and ongoing) of similar efforts that significant subcontractor(s) have performed similar efforts within the period specified above. For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is either estimated to meet/exceed an average annual cost and fee of \$3M. Prime Offerors also shall indicate those contracts that were performed by the division of the subcontractor's company that will perform the work of the proposed contract. *Note: The definition of significant subcontractor for the past performance evaluation is different than for the mission suitability and cost evaluation.*
- (c) Offerors or significant subcontractors may consolidate past performance data on

a contract vehicle that includes multiple tasks, orders, or similar arrangements, for the purposes of meeting the average annual cost or fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

- (d) Where applicable, Offerors shall provide the experience or past performance of their parent, affiliate or predecessor company (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) or joint venture where the firm's proposal demonstrates that the past performance of the parent, affiliate or predecessor is relevant.
- (e) The Offeror shall demonstrate that the resources of the parent or affiliate, such as their workforce, management, facilities, or other resources, shall have meaningful involvement in contract performance.

(2) PAST PERFORMANCE SERVICES MATRIX

(a) The Offeror shall provide the following information where it performed services similar to the services required in the Statement of Work of this RFP. For the table below the Offeror shall list the contract numbers in the top right of the table, and then for each contract will confirm/verify that similar services were performed by marking the appropriate box for the services listing in the left column.

Past Performance Reference Form		
Contract Number (A*): *Complete Section A for each and label A through E		
Contract Title:		
Contract Prime Contractor:		
Contract Award Date:		
Contract Type:		
Contract Completion Date (including options):		
Incumbent Employee Retention:	Proposed Percentage	Accomplished Percentage
Contract Value: (including options)	Total at Award	Projected Total at Completion
Variance Explanation (Overrun vs. Scope Change) Provide specific details		
Acquisition Type: (Highlight or circle applicable type)	Competitive	Non-Competitive

Past Performance Table

	[Contract A]	[Contract B]	[Contract C]	[Contract D]	[Contract E]
IT SERVICES					
Data Center Services					
• Engineering					
○ Mainframe					
○ Distributed Systems (Windows/Linux)					
○ Virtual Infrastructure					
○ Storage Area Networks					
○ Database Administration					
• Operations					
○ Mainframe					
○ Distributed Systems (Windows/Linux)					
○ Virtual Infrastructure					
○ Storage Area Networks					
○ Database Administration					
Network Services					
• Engineering					
• Operations					
Voice Network Services					
• Engineering					
• Operations					
End User Services					
• Engineering					
• Technical Support (Break/Fix)					
Service Desk					
• Level 1 Technical and Office Applications Support					
• Service Request Management					
BUSINESS APPLICATIONS AND RECORDKEEPING					
Defined Contribution Recordkeeping					
• Required Reporting					
• Operations					
• Recordkeeping Process Support					
Applications Development					
• Development					
• Test					
• Integration					
• Project Management					
Applications Support					
• Operations					
• Break/fix Production Support					

CROSS FUNCTIONAL SERVICES					
Cross Functional Services					
• End-to-End management across services (e.g. ITIL)					

(3) PAST PERFORMANCE QUESTIONNAIRE

(a) The Offeror shall provide the following information on all past/current contract references that meet the above criteria for the prime Offeror and each significant subcontractor:

(1) Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the Offeror's performance record. **Offeror must verify the telephone numbers provided are current and correct.**

(2) You may include up to one page of introductory material about the experience and performance of your company and subcontractors (if applicable). You may submit additional reference information on experience and past performance for consideration. This shall be subject to the page limitation constraints.

(b) Offerors and significant subcontractors as defined above each shall submit the Past Performance Questionnaire, Attachment L.5, to all points of contact references required. The Offeror is responsible for ensuring that each of its references, including those from its major subcontractors and proposed program executive, returns the two copies of each questionnaire directly to the Contracting Officer in a sealed envelope or e-mail to the contact identified in Section L.13, External Proposal Marking, Packaging, and Delivery Instructions.

L.18.6 VOLUME VI – COST/PRICE PROPOSAL

It is important that Offerors (i.e., Prime Contractors) and significant subcontractors read and follow these cost proposal instructions carefully. The Agency reserves the right to consider an inaccurate or incomplete cost proposal indicative of the Offeror's inability to perform the work required under the contract and may be grounds for rejection of the proposal.

The cost proposal is the Offeror's estimate of the cost and fixed fee to perform the work described in this RFP. Because the Agency will use the cost proposal to determine the probable cost to the Agency, it is important that your cost proposal be accurate and complete. Each Offeror must submit cost proposals in accordance with Section L.13 and Attachment L.6, (Cost Exhibits L-001 thru L-006). Electronic format submissions of Cost

Exhibits shall contain all algorithms and calculations the Offeror utilized in developing proposed costs. No flat (e.g., PDF files) files are allowed.

Prime Offerors shall submit a pricing run as supporting information to be included within the Cost Volume. The pricing run shall include detailed cost element build up for each level of the Work Breakdown Structure (WBS), rolling into each CLIN for each contract year. The total CLIN amount included in the pricing run must match the total amount included in Cost Exhibit L-001A through L-001K. The details need to include but are not limited to the following cost elements: Direct labor hours for each labor category, direct labor amount, fringe, overhead, subcontractors, subcontractor's burden, travel, material, material burden, Other Direct Cost (ODC), G&A, Direct Labor Cost of Money, G&A Cost of Money, as well as fee. The WBS mapping to the SOW is provided in Attachment L.11.

The cost proposal shall be organized in the following manner:

Chapter	Title
-	Title Page, Cover Letter, Table of Contents
1	Prime Contractor Cost Exhibits L-001 thru L-006
2	Prime Contractor and Subcontractor Cost Exhibit L- A1 and L-A2
3	Subcontractor Cost Exhibits L-001 thru L-006
4	Prime or Subcontractor Cost Proposal Narrative

Cost Proposal Definition

For cost proposal preparation instructions, the definition of a significant subcontractor is: "A significant subcontractor must exceed \$1,000,000 annually or \$6,000,000 for the total term of the contract."

Significant subcontractors shall provide Chapters 3 and 4 (see chart above) in the subcontractor cost proposal. A significant subcontractor is required to submit Chapter 2 only if the Offeror expects them to incur costs of any amount during the Phase-In period. Significant subcontractor information shall be provided to the Prime Offeror in a sealed package, appropriately marked with the subcontractor's name, and is to be included with the Prime contractor's cost proposal submission.

L.18.6.1 Title Page, Cover Letter, Table of Contents

The title page shall state the document, title, name and RFP Number, and the name of Offeror. Although a cover letter is not required, if the Offeror chooses to submit one, it must be placed at the beginning of the cost volume, after the title page. A table of contents shall be provided after the cover letter or title page listing the chapters, sections, subsections, page numbers, and additional information deemed important for understanding the cost proposal.

The Offeror must state explicitly whether or not any exceptions are taken to the terms and conditions of the RFP. If exceptions are taken, the Offeror must list each exception, and provide the rationale for each exception. Each exception must be specifically related to a specific paragraph/section of the RFP.

Mandated Agency Assumptions and Limitations for Offeror Pricing

In order to promote fair and consistent pricing of this procurement, Offerors shall reflect all Agency directed assumptions and limitations in their cost proposals. Failure to comply with these assumptions and limitations may result in the determination that the proposal is non-responsive to the RFP and may be grounds for rejection of the proposal.

L.18.6.2 Contract Start Date

For cost proposal pricing purposes, the Offeror shall assume performance will begin **October 1, 2013** and the Phase In period will be August 1, 2013 to September 30, 2013.

L.18.6.3 Contractor Site Location

In accordance with Section F.2, the Contractor's primary facility shall be located within 25 statute miles of 77 K St. NE, Washington, DC 20002. "Facility" refers to the physical office space where Contractor staff and Contractor materials will be located to service this contract.

L.18.6.4 Definitions of Labor Categories and Skill Levels

Section J, Attachment 7 --- Labor Category and Skill Level Descriptions, provides labor categories' minimum qualifications. Offerors must address these requirements when developing direct labor rates.

When labor categories prescribed by the Agency do not correspond to company categories and labor classifications, the Offeror must provide a mapping of company labor classifications proposed to the prescribed categories in Cost Exhibit L-003. The mapping should be included in Cost Exhibit L-003; however, if the Offeror chooses to submit the mapping of labor categories as a separate document it must be labeled as "Supplement to Cost Exhibit L-003" and included within the cost volume.

If Offerors are proposing labor categories from more than one company division in which different indirect rates apply for each division, Offerors shall submit separate Cost Exhibits L-002 and L-003 for each division.

L.18.6.5 Historical Labor Categories and Hours Information

Section L, Attachment L.7 titled “Historical Labor Categories and Hours Information”, provides the Agency’s projected labor hours for each labor category for FY2013 work and is provided for informational purposes only. **NOTE: The RFP contains additional work not currently being performed during FY2013.**

L.18.6.6 Direct Labor Rates including Yearly Increases

Direct Labor Rates: All references to the term “Direct Labor Rates” mean unburdened direct hourly labor rates. These rates shall represent base salaries divided by 2,080 hours, the average hours in a work year, taking into consideration weekends. The Agency will accept an Offeror’s direct labor rate annual hours other than 2,080 hours if it is in compliance with their DCAA-approved accounting practices and cost accounting standards (CAS) disclosure statements. The rate excludes all indirect burdens.

Offerors must propose detailed, unburdened base direct labor hourly rates by labor category, as identified by Cost Exhibit L-002 titled Proposed Direct Labor Hours, Rate, and Costs. Unburdened direct labor rates for all contract years must be based on the same methodology used for the proposed first annual year (basic) of the contract. Proposed escalation applied to direct labor rates for successive annual years must be specifically identified and supported by written discussion of the escalation methodology applied.

L.18.6.7 Estimated Travel for Proposal Pricing Purposes

Offerors shall use the Agency's cost estimate for pricing travel costs by Prime and significant subcontractor(s). Travel will be cost reimbursable with 0% fee. The travel prescription amount does not include any indirect charges such as G&A and handling. If the Offeror normally applies any indirect charges (G&A and handling) to travel, they must be priced in Cost Exhibit L-001I.

Agency estimates for travel:

Travel Prescription

	Performance Period	Amount
1	Year 1 (Base Year)	\$150,000
2	Year 2 (Base Year)	\$150,000
3	Year 3 (Option 1 Year 1)	\$150,000
4	Year 4 (Option 1 Year 2)	\$150,000
5	Year 5 (Option 2 Year 1)	\$150,000
6	Year 6 (Option 3 Year 1)	\$150,000
Total		\$900,000

L.18.6.8 Estimated Other Direct Costs for Proposal Pricing Purposes

Offerors shall use the Agency's cost estimate for other direct costs (ODC). The Agency intends to exclude charges for such items as rental of facilities, purchase or rental of office furniture, office equipment, computers, peripheral devices, telephone network and any other expenses that may be captured in indirect charges (Fringe, Overhead, and G&A). If any of these costs are not captured in the Offeror's indirect expense pools in accordance with Contractor's approved and disclosed accounting practices, Offerors must propose estimates for those expenses under separate line item in Cost Exhibit L-001K. Facilities and Occupancy Costs are not to be combined with Agency ODC cost estimates below.

ODC Prescription

	Performance Period	Amount
1	Year 1 (Base Year)	\$65,000
2	Year 2 (Base Year)	\$65,000
3	Year 3 (Option 1 Year 1)	\$65,000
4	Year 4 (Option 1 Year 2)	\$65,000
5	Year 5 (Option 2 Year 1)	\$65,000
6	Year 6 (Option 3 Year 1)	\$65,000
Total		\$390,000

L.13.6.9 Estimated Contractor Acquisition (Material or Purchases) for Proposal Pricing Purposes

Offerors shall use the Agency's cost estimate for Material or Purchases pricing in accordance with SOW 3.3.1.2.4, and are inclusive of proposed Prime Offerors and significant subcontractors. Material or Purchases are cost reimbursable with 0% fee. The Material or Purchases prescription amount does not include any indirect charges, such as G&A and handling. If an Offeror applies any indirect charges to Material or Purchases, it shall be priced accordingly in Cost Exhibit L-001J.

Agency estimates for Material or Purchases:

Material Purchases/ Prescription

	Performance Period	Amount
1	Year 1 (Base Year)	\$500,000
2	Year 2 (Base Year)	\$500,000
3	Year 3 (Option 1 Year 1)	\$500,000
4	Year 4 (Option 1 Year 2)	\$500,000

5	Year 5 (Option 2 Year 1)	\$500,000
6	Year 6 (Option 3 Year 1)	\$500,000
Total		\$3,000,000

L.18.6.9 Contract Line Item Pricing

As part of their cost proposal, an Offeror must submit a copy of completed Section B from this RFP with all costs and fees appropriately inserted.

L.18.6.10 Uncompensated Overtime

The Agency requires a 40-hour workweek; therefore, uncompensated overtime shall not be included as part of the calculation of the direct labor rate.

Offerors shall propose base labor rates in accordance with the instructions set forth in Section L.18.6.6 for uniformity during the evaluation period. The Agency will accept an Offeror's direct labor rate methodology in compliance with their DCAA approved accounting practices and Cost Accounting Standards (CAS) Disclosure statements. The Offeror must provide proper and sufficient rationale if they need to deviate from Section L.18.6.6 in the development of base direct labor rates. An example is provided in Cost Exhibit L-003 "Development of Direct Labor Rates for First Year of Contract."

L.18.6.11 Prime and Subcontractors Cost Exhibits, Section L, Cost Exhibits L-A1, L-A2, L-001, and L-006

Below are the instructions for the required cost exhibits. Offerors and subcontractors must submit proposed cost data in the cost exhibits, utilizing Excel files included as part of the RFP. The provided labor hours in these exhibits will be used in preparation of the cost information. Offerors must clearly identify each cost exhibit, follow the prescribed format, include all of the information requested, and sequentially number the pages as appropriate. Deviations are to be clearly identified and explained. In addition to these cost exhibits, each Offeror and subcontractor must submit any additional data, supporting schedules or substantiation that will facilitate the Agency's evaluation of the proposal. The Offeror is responsible for ensuring the accuracy and completeness of all proposed prime and subcontractor data.

Offerors may revise the format of the cost exhibits L-001-L-006 and L-A1 to either include or exclude line items to more accurately represent their elements of cost.

Summary of Cost Exhibits

L-A1	Proposed Cost/Price by Element of Cost for Phase-In Period
L-A2	Phase-In Proposed Direct Labor Hours, Rates and Costs.
L-001(A-K)	Proposed Cost/Price by Element of Cost, Year, and Contract Term
L-002 (A-H)	Proposed Direct Labor Hours, Rates and Costs
L-003	Development of Direct Labor Rates for First Year of Contract
L-004	Indirect Expense Schedules
L-005	Summary of Offeror's Government Audit Information and Disclosure Statement
L-006 (Govt. Site) and (Contractor Site)	Proposed Summary of Offeror's Fully Loaded Direct Labor Rates for IDIQ efforts

L.18.6.12 Section L – Cost Exhibit L-A1 - Phase-In Task Order to Be Issued At Contract Award

The Agency anticipates handling Phase-In as a separate purchase order or contract as set forth in Section B. Offerors are required to price and submit Phase-In costs in Cost Exhibit L-A1. The contract type for the Phase-In effort is Firm Fixed Price. The price for the Phase-In shall not be included as part of the total proposed cost in Cost Exhibit L-001.

L.18.6.13 Section L – Cost Exhibit L-001 – Proposed Cost and Price by Element of Cost, Year, and Contract Term

Offerors and significant subcontractors shall provide this cost exhibit. This cost exhibit requires that the proposed cost be displayed by element of cost, by year, and by each of the six years of the contract to produce a cumulative cost by year, and a total proposed cost. Significant subcontractor costs, taken from the total price inclusive all of elements of each significant subcontractor's L-001, must be included as an element of cost in the Offeror's cost exhibit. The Offeror's cost exhibit (inclusive of all elements of cost) must match what is proposed in Section B. Cost elements shall reflect the Offeror's accounting system. If Facilities Capital Cost of Money (FCCM) is not originally proposed, it will not be an allowable cost under the contract.

The Summation of Cost Exhibits L-001A - L-001K shall match to L-001. L-001A - L-001K are the break out of cost and price by Element of cost, year and contract term at the CLIN level as described in Section B of the contract. Attachment L.8 is provided as a mapping of Cost Exhibits L-001A through L-001K to the CLINs outlined in Section B.

Cost Exhibit L-001 Direct Labor is the summation of the Prime Offeror direct labor cost taken from Cost Exhibit L-002, Proposed Direct Labor Hours, Rates and Costs.

For the Prime Offeror only, the elements of subcontractor cost must exactly match the total, inclusive of all of elements of costs, in Cost Exhibit L-001, Proposed Cost/Price by Element of Cost, Year, and Contract Term as submitted by the subcontractor. The Offeror must include references to the page number/section of their cost proposal that provides appropriate support for the cost element amounts.

L.18.6.14 Section L – Cost Exhibit L-002 – Proposed Direct Labor Hours, Rates and Costs

Each Offeror and significant subcontractor shall provide this cost exhibit, which is for direct labor only. Indirect rates and other direct charges appear on separate cost exhibits. There shall be a separate Cost Exhibit L-002, Proposed Direct Labor Hours, Rates and Costs for each Offeror or significant subcontractor.

The Summation of Cost Exhibits L-002A - L-002H shall match L-002. L-002A – L-002H are the proposed labor hours, rates and costs at CLIN level, as described in Section B, of the contract. Attachment L.8 is provided to map Cost Exhibits L-002A through L-002H to the CLINs outlined in Section B.

For years two (2) through six (6), the direct labor rate for each labor category must be based on the same methodology used to develop the prior year's rates. Proposed escalation for subsequent years must be specifically identified, by year, and include a supporting discussion of the methodology utilized for escalation.

It is not the Agency's intent to treat labor normally considered indirect, such as administrative functions, contract administration, subcontract administration, and contract accounting as direct labor. The listed RFP categories do not include these functions.

Each proposing Offeror or significant subcontractor must define its policy, or intent, regarding the treatment of labor for such administrative functions as contract administration, subcontract administration, and contract accounting. If any of the above stated costs are not captured in the Offeror's indirect expense pools in accordance with Contractor's approved and disclosed accounting practices, Offerors must propose estimates for those expenses under a separate line item; not to be combined with the Agency provided labor categories under cost exhibits L-001, L-002, L-003 and L-006.

If Offerors are proposing labor categories from more than one company division in which different indirect rates apply, separate Cost Exhibit L-002 and L-003 shall be provided for each division.

L.18.6.15 Section L – Cost Exhibit L-003 – Development of Direct Labor Rates for First Year of Contract

This cost exhibit requires the methodology used to develop proposed direct labor rates. Each Offeror and subcontractor must provide this cost exhibit. Inaccurate, incomplete, or unsubstantiated information in Cost Exhibit L-003, or in its related discussion, could increase the risk of the proposal, or result in the elimination of a proposal from further consideration for award.

It is imperative that Offerors be as realistic as possible when preparing this exhibit. Bid category rates should exist, be easily verifiable, and Defense Contracting Audit Agency (DCAA) approved bid rates, or Defense Contract's Management Agency (DCMA)'s Forward Pricing Rate Agreement (FPRA), or Forward Pricing Rate Recommendation (FPRR).

If the Offeror does not have the approvals set forth above, the prime Offeror and significant subcontractors must show how they developed/proposed the year 1 rate using internal, corporate bid rates that can be easily audited or verified. It is assumed that the Offeror has pre-existing, readily accessible direct labor rates commonly used for proposal pricing and that the Offeror will use these rates to develop the proposed rates. If this is the case, the Offeror must show the RFP labor categories on the left side of the cost exhibit, the company bid categories and rates across the top, and at each intersection, must identify the percentage the bid category is of the labor category. At the far right, the Offeror must list the sum of the products of bid category rates and percentages that bid category are of the labor category. If an Offeror proposes to escalate the current bid category rate to a projected rate, they must list the current rate and the escalation rate at the top of the cost exhibit with a detailed explanation.

Where an Offeror does not have existing bid categories that correspond to the RFP categories, a mapping of proposed rates to Agency provided categories must be provided. In addition, thorough explanations regarding the methodology employed in developing the labor category rates are mandatory. Offerors may have to base proposed direct labor rates on the rates of individual employees. If so, the Offeror must list each employee's name, current rate, and weighting (percent) assigned to the employee's rate. An Offeror that escalates the current rate must explain how and why it did so. Offerors that use individual employees' rates to develop RFP category rates must list the qualifications (education and experience) of each employee. Offerors shall provide their rationale for not using bid category rates and explain the development of each RFP category rate, including existing verifiable data, assumptions and methodologies applied.

Offerors may not change the mix of company bid labor categories from contract year to contract year. Proposed escalation for subsequent year direct labor rates must be specifically identified and supported by written discussion of the escalation methodology applied.

Once the Offeror has developed a mix of bid category rates for a given labor category, the same mix shall be utilized for every contract year, including all option periods.

Where labor categories prescribed by the Agency do not correspond to company categories and labor classifications, the Offeror shall provide a mapping of company labor classifications proposed to the prescribed categories in Cost Exhibit L-003. The mapping should be included in Cost Exhibit L-003, but if the Offeror (or significant subcontractor) chooses to submit the mapping of labor categories as a separate document, it is to be labeled as "Supplement to Cost Exhibit L-003", and shall be included with the cost volume.

If Offerors are proposing labor categories from more than one company division in which different indirect rates apply, separate Cost Exhibit L-002 and L-003 shall be provided for each division.

L.18.6.16 Section L – Cost Exhibit L-004 – Indirect Expense Schedules

Each Offeror must include a schedule of indirect expenses for every indirect cost pool included in the proposal (e.g., labor overhead, G&A, fringe, material overhead). Offerors are discouraged from creating indirect expense pools solely for purposes of responding to this RFP. However, if the Offeror commonly does this and has no practical alternative to meet proposal requirements, it must provide rationale for the expense pool, corporate policy regarding the establishment of the pool, and information on similar pools, along with any audit data available.

The Offeror must list amounts for individually accounted for pools, not group totals. For example, it must list amounts for specific fringe benefit items (vacation, holidays, sick leave, pension plan, medical insurance, etc.). Listing only a fringe benefit total is not sufficient. Similarly, the Offeror must list separate amounts for rent depreciation, indirect labor, and the other items that comprise the overhead pool. Further, the Offeror must list the total expense pool amount (numerator), allocation base amount (denominator), and rate (quotient) for each indirect expense category proposed. See Section L, Cost Exhibit L-004 titled Indirect Expense Schedules as an example.

Note: Two sets of Indirect Expense Schedules shall be presented – one showing Contractor Facility indirect rates and one Agency Facility indirect rates.

L.18.6.17 Section L – Cost Exhibit L-005 – Summary of Offeror's Government Audit Information & Disclosure Statement

Offerors and significant subcontractor are required to provide this cost exhibit, which provides summary information on each Offeror's latest audit as well as Agency points of contact. The Offeror shall comply with FAR Cost Principles and submit an up-to-date copy of the Offeror's CAS Disclosure Statement. The Offeror shall also provide any information resulting from Agency review and findings with regard to the Offeror's accounting system or disclosure statement.

CAS Disclosure statements will be required from businesses acting as prime or significant subcontractors. Compliance with FAR Cost Principles is mandatory and associated information regarding the Offerors accounting system and ability to accurately collect costs under a cost reimbursable contract is required as part of your proposal submittal.

For CPFF contract types, primes and significant subcontractors not having DCAA/DCMA review of their accounting systems must detail their methods to accurately collect and segregate costs under a cost reimbursable contract to comply with FAR Cost Principles. Significant subcontractors who are expected to perform work only under a T&M or FFP contract types do not have to submit this information.

An Offeror's accounting system must be adequate for determining costs applicable to the contract. DCAA/DCMA review and audit of an Offeror's accounting system may be conducted after contract award. If the contractor does not have a DCAA/DCMA approved accounting system and purchasing system at the time of contract award, approval shall be obtained within 9 months from the performance start date. In the event an Offeror's accounting or purchasing system is determined inadequate, the contract may be terminated for convenience.

In addition, and as part of this cost exhibit, all Prime Offeror's shall provide the following information:

- Documentation that reflects the Offeror's ability to cover payroll and other operating and administrative expenses to accommodate Agency "in arrears" payments for work performed for a period up to 60 days;

In addition, and as part of this cost exhibit, all Prime Offeror's and significant subcontractors shall provide the following information:

- The specific location (address or addresses for prime and significant subcontractors) where auditable cost information physically resides that supports amounts proposed;
- The company employee (name, address, phone number, e-mail address, etc.) who can be contacted by DCAA to provide cost realism audit information for your company (prime) or partners (in a teaming, joint venture or partnership situation) and significant subcontractor(s) as defined for cost proposal preparation;
- The name and address of the cognizant DCAA field audit office to which electronic and hardcopy proposals were sent; and
- The status of each Offeror's disclosure statement and business systems, such as accounting and estimating, as well as information that may assist the Agency in the performance of a DCAA audit (e.g., recent proposal audit, the basis for direct

labor rates, escalation factors and indirect rates that the Offeror intends to use in developing its cost proposal).

- Cost Proposal (Volume IV) shall be concurrently delivered to the Cognizant DCAA auditor at the time specified for proposal submission in Section L.2.
- Each Offeror must provide the Audit Information called out in Cost Exhibit L-005 “Summary of Offeror’s Agency Audit Information & Disclosure Statement.”

L.18.6.18 Section L- Cost Exhibit L-006 – Summary of Fully Burdened Direct Labor Rates

Offerors and significant subcontractors shall propose fully burdened direct labor rates for each labor category by year. The fully burdened direct labor rates will become the maximum allowable rates permitted under any task order for IDIQ efforts for all contract types defined under this contract.

Note: Two sets of Fully Loaded Direct Labor Rates Schedules shall be presented – one showing Contractor-Site loaded with indirect rates and the other showing Government-Site loaded with indirect rates.

The fully burdened direct labor rate shall include the direct labor rate, applicable indirect rates, and fee.

The Prime Offeror’s and significant subcontractor’s sanitized, fully-burdened direct labor rates (Agency site) are to be included in Section B.

The Prime Offeror’s and significant subcontractor’s sanitized, fully-burdened direct labor rates (Contractor site) are to be included in Section B.

L.18.6.19 Subcontractor/Consultant Listing

The Prime Offeror must submit a complete listing of all proposed subcontracts, consultants, and inter-divisional transfers. This listing must provide the following information for each subcontract, consultant, and inter-divisional transfer:

Name of subcontractor, consultant, inter-divisional transfer
 Description of effort
 Type of contract
 Hours and costs proposed

L.18.6.20 Contractor Cost Proposal Narrative

The Offeror must provide a detailed narrative that addresses the following areas:

- 1) Direct Labor Rates (including escalation)
- 2) Indirect Rates (Fringe, OH, G&A and etc.)
- 3) Other Direct Costs (including escalation)
- 4) Proposed Fixed Fee
- 5) FTE Annual Productive Labor Hours

For each significant subcontractor, consultant, and inter-divisional transfer, the Offeror shall provide separate cost exhibits, Cost Exhibits L-001 thru L-006 found in Section L of this RFP. Additionally, the prime Offeror must provide its internal analysis of the all subcontractors/consultant/interdivisional-transfer proposal, including a determination that the proposed pricing is fair and reasonable.

L.18.6.21 Direct Labor Rate Narrative

The prime Offeror and each significant subcontractor, consultant, and inter-divisional transfer shall address the rationale used for the development of the proposed direct labor rates. The prime Offeror and each significant subcontractor must address the extent that DCAA/DCMA FPRA, FPRR/approved bid rates were utilized, and explain any differences between DCAA/DCMA approved rates and proposed rates and shall address use and rationale of escalation for direct labor.

The prime Offeror and significant subcontractors shall confirm that its proposed rates reflect a NOT-TO-EXCEED 40 hour workweek.

L.18.6.22 Direct Labor Hours Narrative

The prime Offeror and significant subcontractors shall verify that it does or does not include labor for the following administrative functions: contract administration, subcontract administration, human resources, and contract and invoice accounting.

Prime Offerors and significant subcontractors shall define their policy or intent regarding the treatment of labor for such administrative functions as contract administration, subcontract administration, and contract accounting. If any of the above stated costs are not captured in Offeror's indirect expense pools in accordance with Contractor's approved and disclosed accounting practices, Offerors shall propose estimates for these expenses as a separate line item under Cost Exhibits L-002, L-003 and L-006.

Each firm shall include the following completed statement in their cost volume:

Administrative Function Statement

{Insert Company Name Here}, () will not direct charge administrative functions associated with contract administration, subcontract management, human resources, contract/Invoice accounting, to the TESS contract, () will direct charge labor for administrative functions as mentioned above as verified to be in accordance with the Contractor's approved and disclosed accounting practices. Estimates for these expenditures are captured as additional, separate line items in Cost Exhibits L-001, L-002, L-003 and L-006.

L.18.6.23 Indirect Rates

Offerors shall address the rationale used for development of each proposed indirect rate. Offerors shall address the extent that DCAA/DCMA FPRA, FPRR/approved indirect rates were utilized, and explain any differences between DCAA/DCMA approved rates and proposed rates. Offerors shall clearly explain application of each rate.

L.18.6.24 Other Direct Costs

Offerors shall address any proposed other direct costs (prescribed), such as travel (prescribed), materials or purchases (prescribed), consultants, and interdivisional transfers. Please also provide a justification/narrative of the any additionally proposed ODCs.

The Agency intends to exclude charges for such items as rental of facilities, purchase or rental of office furniture, office equipment, computers, peripheral devices, telephone network and any other expenses that may be captured in indirect charges (Fringe, Overhead and G&A). If any of the above stated costs are not captured in Offeror's indirect expense pools in accordance with Contractor's disclosed accounting practices, Offerors shall propose estimates for those expenses under a separate Contract Line Item for all CLINs associated with Occupancy and Facility Costs and shall not be combined with Agency cost estimates.

All Other Direct Costs shall be a 0% fee.

L.18.6.25 Occupancy and Facility Cost

The Agency intends to exclude charges for such items as rental of facilities, purchase or rental of office furniture, office equipment, computers, peripheral devices, telephone network and any other expenses that may be captured in indirect charges (Fringe, Overhead and G&A). If any of the above stated costs are not captured in Offeror's indirect expense pools in accordance with Contractor's approved and disclosed accounting practices, Offerors shall propose estimates for those expenses under Attachment L-001-K.

Each firm shall include the following completed statement in their cost volume:

Occupancy and Facility Cost Statement

{Insert Company Name Here}, () will not direct charge Occupancy and Facility Costs to the TESS contract, () will direct charge for Occupancy and Facility Costs as verified to be in accordance with the Contractor's approved and disclosed accounting practices. The contract type for Occupancy and Facility Cost is Firm Fixed Price (FFP).

All Occupancy and Facility Costs shall be a 0% fee.

L.18.6.26 Cost or Price Data

It is anticipated that the pricing of this RFP will be based on adequate price competition; therefore, Certified Cost or Pricing Data is not required. However, after receipt of proposals, it may be determined that adequate price competition does not exist and that certified cost or price data is required. In this event, a Certificate of Current Cost or Pricing Data will be required immediately after agreement on cost/price is reached. Meanwhile, the cost estimates, rationale and supporting cost information for Section B pricing is required in accordance with Section L, but need not be certified. The Agency reserves the right to obtain and require other than cost and pricing data from Offerors as necessary to determine cost/price reasonableness and realism for this procurement.

L.18.6.27 Cost Plus Fixed Fee/Profit

Offerors shall clearly address their proposed fixed fee dollars and percentage in its proposal and in Cost Exhibit L-001 "Cost Exhibit: Proposed Cost/Price by Element of Cost, Year, and Contract Term". Offerors need to clearly define their fee basis. The fixed fee, once negotiated, does not vary with actual cost but may be adjusted as a result of any subsequent changes in the scope of work or services to be performed under the contract.

L.18.6.28 Requirement for Concurrent Cost/Price Proposal Delivery to DCAA

A copy of the prime and all significant subcontractor's cost/price proposals (both electronic and hardcopy) are to be delivered to each respective Cognizant Defense Contract Audit Agency (DCAA) field audit office concurrent with delivery to FRTIB. If the Offeror does not know the Cognizant DCAA field audit office, the information is readily available on the world-wide-web at www.dcaa.mil. Once the web site is accessed, click on the "Audit Office Locator" link. Enter the Offeror's company's 5 digit Zip Code in the area provided and click on the adjacent "Search" button. (It is important that the Offeror enter the 5 digit Zip Code for the Offeror's company location where auditable books and records supporting amounts in the Offeror's proposal physically reside.) Once the search is completed, the Cognizant field audit office physical and E-Mail addresses and Voice and FAX telephone numbers will be displayed.

L.18.6.29 Commercial Pricing

A Commercial Offeror or significant subcontractor shall submit the following items and Cost Exhibits L-001, and L-006.

Provide data related to prices that can be used to verify and validate the proposed price data related to prices (e.g., established catalog or market prices, sales to non-

governmental and governmental entities). The Offeror shall include appropriate data for those prices at which the same or similar items have been sold previously, adequate for evaluating the reasonableness of the price.

Break out of the fully loaded rates are not required for businesses that are defined as Commercial by FAR 2.101:

“Commercial component” means any component that is a commercial item.

(c) “Commercial item” means----

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that----

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for ____

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. “Minor” modifications means modifications that do not significantly alter the non-governmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services----

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions.

L.18.7 VOLUME VII – MODEL CONTRACT

Part I: Standard Form 33 and Completed Model Contract

In order to facilitate the possibility of award without discussions, Offerors shall submit five (5) original signed copies of the completed contract (including five (5) signed original Standard Form 33s) to be fully consistent with its proposal. The following items are parts of the contract that Offerors are required to complete:

Contract Selection	Areas of Model Contract Offerors are Required to Complete
Section A	Complete, sign, and date the SF 33
Section B	
Section C	NONE
Section D	NONE
Section E	NONE
Section F	NONE
Section G	NONE
Section H	NONE
Section I	NONE
Section J	Offerors will submit the required documents set forth in Section L
Section K	All

Part II: Representations, Certifications and Other Statements of Offeror

Offerors shall submit their completed Representations and Certifications and other Section K provisions. This material is to be provided as part of the model contract.

Part III: Contract Exceptions

The Offeror must state explicitly whether or not any exceptions are taken to the terms and conditions of the RFP. If exceptions are taken, the Offeror must list each exception, and provide the rationale for each exception. Each exception must be specifically related to a specific paragraph/section of the RFP.

(End of Provision)

L.19 LIST OF ATTACHMENTS

Attachment	Title
L.1	TSP Pricing Error Correction Scenario
L.2	Daily Batch Scenario
L.3	Customer Relationship Management System Replacement
L.4	Virtual Infrastructure to Private Cloud
L.5	Past Performance Questionnaire Template
L.6	Cost Exhibits (L-A1, L-A2, L-001 through L-006)
L.7	Historical Labor Categories and Hours Information
L.8	Cost Exhibit Mapping to Section B (CLINs)
L.9	FRTIB/OTS Organization Chart and Functional Statements
L.10	Statement of Work Work Breakdown Structure

(End of Provision)

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 PROPOSAL EVALUATION:

The Offeror shall provide their best, complete proposal upon initial submission. The Agency reserves the right to hold discussions, if deemed necessary by the Contracting Officer. A Source Selection Evaluation Panel will evaluate all proposals based on the proposals/documentation provided. The evaluations will be based on the evaluation criteria set forth below.

(End of Provision)

M.2 EVALUATION FACTORS FOR AWARD

The evaluations will be based on 3 Factors:

1. Mission Suitability, which is comprised of 3 Subfactors:
 - a. Overall Operational and Technical Approach, Business Process Services (Recordkeeping) and Information Security
 - b. Overall Operational and Technical Approach, IT Services
 - c. Management Approach
2. Past Performance
3. Cost/Price

Relative Importance of the 3 Factors:

Mission Suitability is the most important Factor. Past Performance and Cost Factors are substantially equal and when combined, are less than Mission Suitability.

Mission Suitability is adjectivally and numerically scored. Adjectives are based on the following definition of findings:

Definition of “Findings”

Deficiency	A material failure of a proposal to meet a Government requirement – or – a combination of significant weaknesses in a proposal that increases the risk of unsuccessful performance to an unacceptable level. (Almost fatal to the health of the proposal, one which adversely impacts the score and which must be revealed to the Offeror during discussions)
------------	---

Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance. (Will have a severe negative impact upon accomplishment of contract requirements, is below the standard expected, and has a negative impact on the score.)
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance. (More of a nuisance value, but still has some negative impact on accomplishment of contract requirements.)
Significant Strength	Some aspect of the proposal that greatly enhances the potential for successful contract performance, or contributes significantly toward meeting or exceeding the contract requirement, is above the standard expected.
Strength	An aspect of the proposal that will have some positive impact on the successful performance of the contract but which is more of the nice to have, rather than a substantive impact.

Adjectival Rating Scale

The following scale will be utilized to evaluate all Mission Suitability Subfactors:

Adjectival Rating	Definitions	Percentile Range
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror's response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

1. Mission Suitability: The Mission Suitability Factor consists of the following:

Subfactor 1 - Overall Operational and Technical Approach, Business Process Services (Recordkeeping) and Information Security (275 points)

Overall Operational and Technical Approach – Business Process Services (Recordkeeping) and Information Security:

The Agency will evaluate the overall operational and technical approach for both Recordkeeping and Information Security (as described in Section L.18.1(a)(2) and (3)) to determine the Offeror's understanding of the requirements for accuracy, effectiveness, efficiency, realism, and comprehensiveness.

The Agency will evaluate the proposed best practices and innovations for reasonableness, realism, and the effectiveness of quantified efficiencies. The Agency will evaluate any assumptions and underlying rationale associated with those assumptions for reasonableness.

The Agency will evaluate the approach to achieving compliance for accuracy and effectiveness.

Scenario 1 – Thrift Savings Plan Pricing Error

The Agency will evaluate the approach to determine the Offeror's understanding of the business and technical requirements and their ability to translate them into innovative, sound and disciplined solutions. The Agency will evaluate the approach and proposed technical solution for accuracy, precision, effectiveness, efficiency, expediency, and risk. The Agency will evaluate the proposed technical resources for reasonableness and realism.

Subfactor 2 – Overall Operational and Technical Approach, IT Services (275 points)

Overall Operational and Technical Approach, IT Services:

The Agency will evaluate the overall operational and technical approach for the IT services described in Section L.18.2(1) to determine the Offeror's understanding of the requirements for accuracy, effectiveness, efficiency, realism, and comprehensiveness.

The Agency will evaluate the proposed best practices and innovations for reasonableness, realism, and the effectiveness of quantified efficiencies. The Agency will evaluate any assumptions and underlying rationale associated with those assumptions for reasonableness.

Scenario 2 – Thrift Savings Plan Batch/Daily Processing

The Agency will evaluate the approach to determine the Offeror's understanding of the business and technical requirements and their ability to translate them into innovative, sound and disciplined solutions. The Agency will evaluate the approach and proposed technical solution for accuracy, precision, effectiveness, efficiency, timeliness and risk. The Agency will evaluate the proposed technical resources for reasonableness and realism.

Representative Task Orders (RTOs)

The Agency will evaluate the adequacy and effectiveness of the Offeror's written response to the two RTOs. The Agency will evaluate the effectiveness of the technical approach, the realism of the staffing, including labor categories and labor hours proposed, the flow of activities from start to completion (including schedule). The Agency will evaluate whether the approach is sufficiently specific, detailed, and complete to demonstrate a clear and full understanding of the work, risks, and risk management. The Agency will evaluate the appropriateness and effectiveness of the Offeror's proposed innovations, techniques, technologies, and quantifiable efficiencies. The Agency will evaluate the reasonableness of any assumptions made in preparing a response to the RTOs.

Subfactor 3 - Management Approach (450 points)

Program Management

The Agency will evaluate for adequacy and effectiveness the Offeror's proposed responsibilities (such as workflow, staffing) and authorities for program management of this contract. This evaluation will consider the Offeror's proposed approach to resolving internal conflicts over resources with other company organizations, degree of autonomy of the Program Executive, and lines of communication among Agency, Contractor, and subcontractor.

The Agency will evaluate for effectiveness and efficiency the Offeror's approach to support multiple, simultaneous efforts that may have competing requirements for technical expertise, timelines and delivery schedules will be supported. This evaluation will include:

- assessing the Offeror's approach to developing and maintaining technical capabilities and competencies
- providing support throughout the duration of the contract
- assigning work in a changing, dynamic, and evolving technical environment.

The Agency will also evaluate for effectiveness how the Offeror will implement delivery schedule management, identifying and managing risk, quality assurance, and obtaining user feedback for performance improvement.

The Agency will evaluate the Offeror's approach to Service Level Management Transition for comprehensiveness, effectiveness, expediency, and manageability.

Organizational Structure and Chart

The Agency will evaluate the effectiveness and efficiency of the Offeror's proposed organizational structure, including policies, procedures, and techniques for managing the proposed work. This evaluation will consider the Offeror's approach to quality management of the required services through surveillance, organizational structure, staffing and utilization and distribution of the workforce in meeting contract requirements, cost constraints, and schedules.

The Agency will evaluate the appropriateness of the Offeror's proposed organization chart and proposed interactions with FRTIB personnel including the clarity and effectiveness of the Governance Structure between the Offeror and the Agency. The Agency will evaluate the appropriateness of the Offeror's proposed organization chart identifying where this contract fits within the corporate structure. The Agency will evaluate the assignment of key personnel as well as managerial and critical positions within the organizational chart for appropriateness and effectiveness.

Key Personnel

The Agency will evaluate the Offeror's Key Personnel Approach for overall demonstrated understanding, effectiveness, feasibility, efficiency, and consistency with the overall management approach and rationale.

The Agency will evaluate the Key Personnel resume information for relevancy, career progression, breadth of experience, and that individuals meet the qualifications established in H.10(c)

Position Qualifications

The Agency will evaluate the Offeror's written position qualifications, inclusive of critical positions, for competency and completeness in meeting the requirements of the SOW, and the Offeror's understanding of the contract requirements.

Staffing Approach

The Agency will evaluate for effectiveness and adequacy the Offeror's proposed staffing plan and how it will satisfy the staff requirements. The Agency will assess the Offeror's ability to acquire and retain qualified and experienced personnel. The Agency will evaluate for adequacy the Offeror's comprehensive hiring plan, which presents the approximate number of personnel to be hired from incumbents, those to be transferred from within the Offeror's own organization, and those from other sources. The Agency will assess the Offeror's planned incumbent capture rate, the basis of this rate, and the effectiveness of methods and schedule proposed to recruit and hire incumbents and new hires. The Agency will assess the basis for the incumbent capture rate and the descriptive and historical data on similar or previous contracts (e.g., number of employees, whether the effort was performed on-site or off-site, initial incumbent capture rate, and retention rate of incumbents). The Agency will evaluate for effectiveness any consolidations, improvements, and any proposed changes. The Agency will evaluate for effectiveness and adequacy any proposed strategy to overcome shortfalls in the primary staffing strategy and the approach to providing backup in the event of absences or vacancies. The Agency will evaluate for effectiveness and adequacy the Offeror's approach to staffing for fluctuating requirements. The Agency will evaluate the combination of the Offeror's staffing approach and position qualifications to assess the ability of the Offeror to supply a sufficient workforce to meet the requirements of the SOW.

Significant Subcontractors

If subcontractors are proposed, the Agency will evaluate the effectiveness and efficiency of the Offeror's proposed interfaces to the Offeror's organizational structure including : 1) the separate organization chart for each subcontractor, 2) the basis for the selection of each subcontractor, 3) the nature and extent of the work to be performed by each subcontractor, 4) the benefits of these arrangements to the Agency, and 5) the methods of management and reporting to FRTIB of subcontractors' financial and technical plans and performance. The Agency will evaluate the plans for completing contemplated subcontracting arrangements for feasibility and timeliness.

The Agency will evaluate the comprehensiveness of the Offeror's rationale and proposed procedures for determining applicability of subcontracting, if any, and the effectiveness and efficiency of proposed procedures for managing subcontracts. This evaluation will consider the Offeror's planned usage, if any, of subcontracting agreements and the detail of the functional areas and functional split of responsibilities including the potential percentages of work to be performed. The Agency will evaluate the effectiveness of the Offeror's proposed approach for addressing any problems that

arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.

Total Compensation Plan

The Agency will evaluate the proposed Plan to ensure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation.

Phase-In Plan

The Agency will evaluate the Offeror's proposed phase-in plan for comprehensiveness to ensure continuity and a smooth and complete transition from the incumbent Contractor. The Agency will evaluate the capability of the Offeror to assume full contract responsibility on the effective date of the contract. The Agency will evaluate the Offeror's plan, including how ongoing work will be maintained, the proposed management organization, schedule, and staffing transition, for effectiveness, efficiency, timeliness, and feasibility.

Draft Contract Management Plan

The Agency will evaluate the Offeror's approach to manage teams of diverse personnel and how multiple, simultaneous efforts that may have competing requirements for technical expertise, timelines and achievement of delivery schedules for effectiveness and efficiency. The Agency will also evaluate Offeror's approach to managing subcontracts, risk, and quality assurance for effectiveness and thoroughness. The Agency will evaluate the efficacy and benefits of the methods for obtaining and implementing changes due to user feedback to achieve improved performance.

The Agency will evaluate the information provided (including risk management, quality management, and continuity of operations) as related to the Offeror's ability to contend with the pace of change to the service environment and technology while maintaining its organizational structure and staffing, including subcontractors. This information will be evaluated for efficiency, effectiveness, and realism.

The Agency will evaluate the proposed approach for effectiveness and efficiency for the use of proposed industry process models, best practices, and performance standards for lifecycle management and governance of Information Technology systems.

Draft Information Security Plan

The Agency will evaluate the Offeror's draft information security plan for effectiveness, integration throughout the program, completeness, compliance with FISMA, and the Offeror's understanding of the requirements.

Joint Venture Team Agreement

The Agency will evaluate the Offeror's Joint Venture Teaming Agreement for validity, adequacy, completeness, and effectiveness of organizational control.

Errors and Omissions Insurance Policy

Errors and Omission Insurance policies, including all endorsements, riders, or other expressions of or modifications of coverage, shall be evaluated for validity, adequacy, and appropriateness.

Draft Organizational Conflict of Interest Plan

The Agency will evaluate the Offeror's Organization Conflict of Interest Plan for thoroughness, enforceability, and clarity of organization barriers that will reduce the likelihood of occurrences of conflicts of interest.

Draft Operating Level Agreements Approach

The Agency will evaluate the Offeror's approach to negotiating and establishing Operating Level Agreements for achieving seamless, efficient, and transparent service delivery with third-party FRTIB contractors.

- 2. Past Performance:** This factor will be evaluated on the basis of relevant past performance for contracts performed (completed or ongoing) during the last three 3 years, (January 1, 2010 – Dec 31, 2012).

Prime Offeror

- a. Prime: Past Performance Volume:
 - i. Contracts shall be relevant to the work requirements and scope of the SOW, which will include Sections 3.0-10.0 of the Statement of Work.
- b. Prime: Past Performance Questionnaire:
 - i. Offerors shall submit 3 – 5 references to demonstrate relevant input for the evaluation of this factor, using the Questionnaire in Attachment L.5. The proposal shall provide the issuing Agency/Vendor, contract number, contract title, contact name,

current phone number and identify the contact's role in the subject contract.

- ii. These references must be consistent with the contracts provided in response to Section L.13.5.

SubContractor(s)

- a. Significant SubContractor: Past Performance Volume:
 - i. Contracts shall be relevant to the work requirements and scope of the SOW, which will include Sections 3.0-10.0 of the Statement of Work.
- b. Significant SubContractor: Past Performance Questionnaire:
 - i. Offerors shall submit 3 – 5 references to demonstrate relevant input for the evaluation of this factor, using the Questionnaire in Attachment L.5. The proposal shall provide the issuing Agency/Vendor, contract number, contract title, contact name, current phone number and identify the contact's role in the subject contract.
 - ii. These references must be consistent with the contracts provided in response to Section L.13.5.

The Agency may gather additional information from any other sources available to the Agency (e.g., Government-controlled Contractor performance databases and references including contractual, technical, and end-user representatives) for additional evaluation of this factor.

A Past Performance Questionnaire shall be used to collect reference information. The Questionnaire describes the type of information that will be collected from references.

The Agency will evaluate past performance in accordance with the following table:

Past Performance Evaluation

Adjective	Description
VERY HIGH LEVEL OF CONFIDENCE	The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. No significant weaknesses exist.)
HIGH LEVEL OF CONFIDENCE	The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. Strengths outbalance any weakness.)
MODERATE LEVEL OF CONFIDENCE	The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. ** (There may be strengths or weaknesses, or both.)
LOW LEVEL OF CONFIDENCE	The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. ** (One or more weaknesses exist. Weaknesses outbalance strengths.)
VERY LOW LEVEL OF CONFIDENCE	The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. ** (One or more deficiencies or significant weaknesses exist.)

Adjective	Description
NEUTRAL	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

3. Cost/Price:

Cost Evaluation Factor:

Cost/Price will be evaluated, but not numerically scored. The cost/price proposal will be evaluated by adding the total proposed figures for all years of the proposal excluding the Phase-In under Cost Exhibit L- A1. The total effort is comprised of six years (6).

Offeror's proposed costs/prices will be evaluated for completeness, reasonableness, realism and consistency/traceability and most probable cost.

In the event that an Offeror fails to provide an adequate cost build-up explanation to support the proposed pricing, the Agency reserves the right to reject an Offeror's proposal.

Risk

Inherent to the evaluation will be an assessment of risk – that is, the evaluator's determination of the degree to which an Offeror would be successful i.e., the ability, capability, and probability that if awarded the contract, the Offeror can and will meet the requirements of the SOW, consistent with their technical proposal, with a quality workforce, on schedule, and within cost. **Risk is an implicit part of cost proposal evaluation** and an adjectival rating reflecting the likelihood of occurrence and the consequence or severity of the impact on contract performance will be determined:

- **High:** Great potential exists for serious work performance problems including, but not limited to, work schedule disruptions or degradation of performance and increases in contract cost, even with special contract management emphasis and close monitoring.
- **Medium:** Some potential exists for work performance problems including, but not limited to, work schedule disruptions or degradation of performance and a commensurate increase in contract costs incurred by the Agency. However, with close monitoring by the Agency, the Contractor will probably be able to overcome the difficulties.
- **Low:** Minimal or no potential exists for work performance problems, including, but not limited to, work schedule disruptions, quality problems, and a limited or no increase in contract costs incurred by the Agency. Any difficulties that may exist will be overcome with normal contract monitoring.

Offeror's Proposed Price for the Phase-In period (Cost Exhibit L-A1) will be evaluated for completeness, reasonableness, realism and consistency/traceability. In the event that an Offeror fails to provide an adequate cost build-up explanation to support the proposed pricing, the Agency reserves the right to reject an Offeror's proposal. The Phase-In Cost will not be included as part of the Offeror's total proposed price for cost/price evaluation purposes.

Fully loaded Direct labor rates for the IDIQ efforts will be evaluated for completeness, reasonableness, realism and consistency/traceability.

Finally, costs/prices which change over time should reflect appropriate assumptions about inflation factors, time value of money, or other commonly-accepted discounting and inflation factors. Offerors whose proposals exhibit these factors must explain fully the reason and the basis for proposing such prices. In the event that an Offeror fails to provide an adequate cost build-up explanation to support an apparent imbalance, the Agency reserves the right to reject the proposal.

The Agency will use cost/price analysis to determine reasonableness, completeness, realism, and consistency/traceability, as discussed below. The analysis will also determine the Offeror's understanding of the work and the Offeror's ability to perform the requirements of the contract. The proposed cost, the fixed fee percentage and the proposed Firm Fixed Price will be evaluated for:

Completeness -- Responsiveness in addressing all RFP requirements--review of the proposal to ensure data provided is sufficient to allow a complete analysis and evaluation of the prices/costs and includes all information required by Section L.

As necessary, clarification of apparent and/or minor omissions will be requested from the Offeror through the Agency Contracting Officer. Proposals with substantial omissions and/or a significant number of incomplete portions may be considered to have a gross deficiency and the proposal may be eliminated from further consideration. The Agency also reserves the right to reject proposals which are considered unrealistic if the respective Offeror does not provide adequate substantiation in the cost build up to explain the apparent unrealistic pricing. The Agency may at its discretion continue to consider apparently unbalanced or unrealistic proposals.

Reasonableness -- Acceptability of the price or cost estimating methodology--review of the rationale and supporting data for proposed costs. Unreasonable costs or inconsistencies between the Technical/Management and Cost proposals may be evaluated as demonstrating the Offeror's lack of understanding of the technical requirements. In its evaluation, the Agency may use commercial published data, same or similar Department of Defense (DOD) contracts, Agency estimates, industry standards, Defense Contract Audit Agency (DCAA) audit information, or other information as deemed appropriate by the Agency. In addition, the Agency may make

adjustments (both upward and downward) to the total evaluated cost that the Agency deems appropriate. Adjustments may include costs required to accomplish the Offeror's proposed approach (e.g., Government-Furnished Equipment/Government-Furnished Information required by the Offeror to implement its approach) with the exception of those costs to the Agency that are common for all Offerors.

Realism –Compatibility of the Offeror's cost/price with Agency's scope of work and the Offeror's technical approach. It is an assessment of the level of confidence and reliability placed in the Offeror's proposed cost elements and whether they produce a realistic proposed cost/price based upon Agency requirements and the Offeror's proposed technical approach. The evaluation will determine any inherent cost uncertainties within each Offeror's proposal and identify variables and/or discrepancies within an Offeror's proposal. As part of the cost realism evaluation, the Agency may make adjustments (both upward and downward) as a probable cost to the total evaluated cost that the Agency deems appropriate. Adjustments may include costs required to accomplish the Offeror's proposed approach (e.g., Government-Furnished Equipment/Government-Furnished information required by the Offeror to implement its approach) with the exception of those costs to the Agency that are common for all Offerors.

Consistency/Traceability -- How well the Offeror's proposed prices and costs match the labor categories and support levels proposed, address the method of accomplishing the work described in the technical capabilities proposal, and provide the Offeror's past experience for similar work.

To assist in determining the reasonableness and realism of cost or price, evaluation of the Offeror's proposal may include verification of the rates proposed by the prime and all subcontractors. This may require a determination concerning the appropriateness of direct and indirect rates based on allowable accounting and estimating policies. As previously indicated, other agencies such as the Defense Contract Audit Agency may be called upon to assist the Agency in making this determination.

Most Probable Cost -- The most probable cost is the Agency's best estimate based on cost resulting from the Offeror's proposal after all known adjustments have been considered. These adjustments include recommended additions or reductions in materials, equipment, labor hours, direct rates and indirect rates. Any adjustments in direct and indirect costs, other than minor computation errors, must be fully explained and documented and, where applicable, traceable to the technical evaluations. Adjustments are made based on the Offeror's proposed costs considering the Offeror's business methods, operating procedures, and practices as they affect cost. The most probable cost reflects the Agency's best estimate based on the Offeror's proposed costs after all known adjustments have been considered.

Both the proposed and most probable cost will reflect the Offeror's proposed fee amount. Proposed fee is not adjusted in the probable cost assessment.

The total Phase-In price and the proposed and probable costs for all CLINs will be presented to the Source Selection Authority.

(End of Provision)

(End of Section M)