

SOLICITATION, OFFER, AND AWARD			1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.		RATING	PAGE OF PAGES 1 37
2. CONTRACT NUMBER	3. SOLICITATION NUMBER COIL-23-R-0001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) INVITATION FOR BID <input checked="" type="checkbox"/> NEGOTIATED (RFP) REQUEST FOR PROPOSAL		5. DATE ISSUED Oct 11, 2023	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Congressional Office for International Leadership 101 Independence Ave., SE LA-144		CODE 0945	8. ADDRESS OFFER TO (If other than item 7)			

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

SOLICITATION

9. Sealed offers in original and _____ copies for 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 _____ until 2:00 local time Nov 14, 2023
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 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 Linda Suggs	B. TELEPHONE (NO COLLECT CALLS)			C. EMAIL ADDRESS lsug@COIL.gov
	AREA CODE 202	NUMBER 707	EXTENSION 8943		

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT <small>(See Section I, Clause Number 52.232-8)</small>	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small>	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or print)</small>	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXTENSION	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: <input type="checkbox"/> 10 U.S.C. 3204(a) <input type="checkbox"/> 41 U.S.C. 3304(a) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <small>(4 copies unless otherwise specified)</small>	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 <small>(Signature of Contracting Officer)</small>		28. AWARD DATE

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

Section A - Solicitation/Contract Form

Section A - NOTICE TO OFFERORS

1. Offers shall be submitted electronically, as defined in this solicitation under Section L, to this email address:
 - Openworld@COIL.gov
2. Please note the time and date for receipt of the complete offer in item 9 of SF 33.
3. To be eligible for award, offerors must have a current, valid registration in the System of Award Management (SAM) system at <https://www.sam.gov>.
4. Upon award, Contractor support for initial events scheduled for January through March 2024 and tasking may vary from that stated in solicitation as a result of incumbent contractor activity. Support for functions such as purchase of airline tickets, transportation schedules and hotel accommodations may be completed for these months prior to inception of this contract. Coordination among the incumbent and the new awardee to support all tasks will be necessary to ensure smooth transition to this contract.
5. In accordance with FAR 22.1009-4 and FAR Clause 52.222-49, the following is provided for unidentified places of performance with regard to potential applicability of the Service Contract Labor Standards;
 - (a) the place of performance is unknown.
 - (b) possible places or areas of performance that the contracting officer has already identified.
 - (c) the contracting officer will obtain wage determinations for additional possible places of performance if asked to do so in writing.
 - (d) offerors must notify the contracting officer of additional places of performance no later than October 30, 2023.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
CLIN 0001	Labor to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
CLIN 0002	Travel to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
CLIN 0003	Material to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
OPTION CLIN 0004	OPTION I, Labor to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
OPTION CLIN 0005	OPTION I - Travel to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
OPTION CLIN 0006	OPTION I, Material to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
OPTION CLIN 0007	OPTION II, Labor to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
OPTION CLIN 0008	OPTION II - Travel to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
OPTION CLIN 0009	OPTION II, Material to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
OPTION CLIN 0010	OPTION III, Labor to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
OPTION CLIN 0011	OPTION III - Travel to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
OPTION CLIN 0012	OPTION III, Material to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
OPTION CLIN 0013	OPTION IV, Labor to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
OPTION CLIN 0014	OPTION IV - Travel to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
OPTION CLIN 0015	OPTION IV, Material to support Logistics Services outlined in Section C, Statement of work, CPFF	12	Months	Costs _____ Fixed Fee _____ Total CPFF _____

B-1 - Cost Plus Fixed Fee – Completion Type

NOTE-This clause is updated at time of award and with each option period exercised with the data for hours and performance period associated with that option.

(a) The level of effort established for performance of this contract during the period from January 1, 2024 to December 31, 2024 is based upon completion of the identified tasks in Section C. The anticipated total estimated level of effort for completion of these tasks is [insert man-hours] man-hours of direct labor. The estimated composition of the total man-hours of direct labor by classification is as follows:

[Insert man hour matrix]

(b) It is agreed that, while the contractor's performance during the period set forth in paragraph (a) above is based upon an anticipated level of effort consisting of man-hours of direct labor, such level of effort may fluctuate in pursuit of assigned technical objectives, either upward or downward, by no more than ten (10%) percent of the total anticipated man-hours. This fixed fee is agreed to be paid for man-hours expended from ninety (90%) percent to one hundred ten (110%) percent of the total anticipated man-hours. The fixed fee shall not vary with the cost of the actual effort supplied within this range. In the event that less than ninety (90%) percent of the anticipated level of effort is actually expended by the expiration date of the contract, the Government shall have the option of:

- (1) requiring the contractor to continue to perform (but not to exceed thirty days) until the level of effort expended equals ninety (90%) percent of the anticipated level of effort; or
- (2) effecting a reduction in the fixed fee by the percentage by which the total of expended man-hours is less than ninety (90%) percent of the anticipated level of effort.

(c) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. The Government (Congressional Office for International Leadership-COIL) will not pay overtime and expects the Contractor to provide sufficient staff in the categories specified in the contract to accommodate the requirements with the use of overtime rates, see FAR Clause 52.222-2. COIL expects the Contractor to adhere to the hourly rates and not to exceed hours stipulated in the contract. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at an employee's residence or other non-work location.

(d) The Contractor shall notify the Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under the contract in the next 60 days, when added to the level of effort previously expended in the performance of the contract, will exceed seventy-five (75%) percent of the level of effort established for the contract; or

(2) The level of effort required to perform under the contract will be greater than the level of effort established for the contract.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the contract. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor.

(e) Within thirty days after completion of the performance period, the Contractor shall submit the following information directly, in writing, to the Contracting Officer:

(1) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed above, including the identification of the key employees utilized;

(2) The Contractor's estimate of the total allowable cost incurred under the contract; and

(3) In the case of a cost under run, the amount by which the estimated cost of the contract may be reduced to recover excess funds.

(f) In the event that the incurred level of effort exceeds by ten (10%) percent or less the contract requirement, but does not exceed the estimated cost of the contract, the contractor shall be entitled to cost reimbursement for actual, allowable hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e) above. This understanding does not supersede or change subsection (e) above, whereby the contractor and Government may agree on a change to the contract level of effort with an equitable adjustment for both cost and fee.

(g) Nothing in this clause amends the rights or responsibilities of the parties hereto under FAR Clause 52.232-22. In addition, the notifications required by this clause are separate and distinct from any specified in FAR Clause 52.232-22. This clause will be changes to reflect appropriate hours outlined in paragraph (a) for each option exercised only.

Section C – Description and Specifications

C-1 – Statement of Work

1. BACKGROUND

(a) The Mission of the Congressional Office for International Leadership (COIL), a legislative branch agency, is to engage Members of Congress and their constituents in congressional and citizen diplomacy with political and civic leaders from around the globe. COIL achieves this through the Open World program, a ten-day professional exchange dedicated to strengthening mutual understanding and sharing best practices in accountable governance, civil society, the private sector and the rule of law. The program begins in Washington DC, where delegates are introduced to the concepts of American federalism, culture, and leadership. Delegates engage with Members of Congress and their staff to discuss common challenges and participate in unfiltered dialogue. Traveling to communities across the United States, delegates meet with their professional counterparts to share expertise and establish lasting partnerships. During the program, delegates stay with host

families, giving them a close view of life in America. Since its founding by Congress in 1999, COIL has hosted over 30,000 current and future leaders from around the globe on the Open World program. Due to the adaptability and effectiveness of the Open World program model, COIL has expanded in its 23-year existence to countries outside of its original Eurasian focus with programming throughout the world designed to facilitate Congressional and citizen diplomacy on behalf of the U.S. Congress, its constituents and international political and civic leaders.

- (b) Congress established COIL in May 1999 as a Library of Congress–run pilot exchange program for emerging Russian leaders. In late 2000, Congress created (Public Law 106-554) the Open World Leadership Center as a separate, permanent, and independent legislative branch agency, now renamed as the Congressional Office for International Leadership. In 2003, Congress made the other New Independent States and the Baltic countries eligible for Open World programming. One year later, Congress extended Open World eligibility to any country designated by the COIL’s board of trustees. Today, the original program, along with other exchanges with countries approved by the board, is called the Open World program.
- (c) As an independent entity in the Legislative Branch, COIL is governed by a board of trustees consisting of Members of Congress and private citizens. COIL receives appropriated funds and is authorized to receive private donations.
- (d) COIL conducts its programs with the help of many respected government agencies and non-governmental organizations (NGOs) in the United States and participating countries. A large pool of prominent U.S. and foreign government bodies and international NGOs nominate most candidates. Vetting committees in participating countries select finalists and alternates, and sometimes vetting is done in Washington, D.C. by COIL staff. The U.S. community visits are hosted by organizations with exchange-program expertise that COIL competitively selects and awards grants to, depending on budgetary resources. These organizations (referred to as “Grantees”), either host groups themselves or recruit local affiliates, civic organizations, educational institutions, and government bodies to do so. In addition to arranging the professional agendas, these local host organizations provide meals, lodging (home stays), local transportation, and cultural and social activities, and adhere to a calendar for specific deliverables.
- (e) COIL plans to award a contract for the international and domestic travel and other logistical and administrative arrangements for the Open World program, including participant follow-up, depending on the detailed administrative and logistical needs of each specific participating country. Starting January 1, 2024, COIL will bring delegations of emerging government, political, and civic leaders from the following participating countries: Armenia, Azerbaijan, Belarus, Estonia, Georgia, Hungary, Kazakhstan, Kosovo, Kyrgyzstan, Latvia, Lithuania, North Macedonia, Moldova, Mongolia, Poland, Romania, Serbia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan and several countries in the Indo-Pacific region. These delegations will be placed in local communities throughout the United States for an eight day and eight-night program (the “Civic Hosting Program”). Delegations participating in the Open World Program will have the opportunity to experience the operation of our democratic institutions. The Program will include a significant number of delegations of Parliamentarians and/or other high-ranking judges and other officials.

2. SCOPE

- (a) The Contractor shall provide expert and consultant services to assist COIL in implementing Open World programming in specific countries starting January 1, 2024, and for each option period authorized. These services are to be provided in Estonia, Georgia, Latvia, Lithuania, Moldova, Poland, Romania, Ukraine, and Uzbekistan and may include, depending on the specifics of COIL’s relationship with each individual U.S. Embassy: working with nominating organizations in these countries, and recruiting and training delegation Facilitators. Please note that, in some countries, these functions will be handled directly by the U.S. Embassy in collaboration with the Contractor. The Contractor shall also conduct the following processes with regard to Open World delegations in contractor managed countries: distributing, collecting, and translating applications and processing visas, arranging cost-effective and comfortable international round trip air travel and/or ground transportation for the delegations from the delegations’ countries of departure and from Washington, DC (orientation city) to the hosting community, and conducting pre-

departure orientations in these countries as defined in the requirements outlined below. These countries/programs are hereinafter referred to as "Contractor Countries."

- (b) For countries other than those listed in 2 (a), including, Armenia, Azerbaijan, Hungary, Kazakhstan, Kosovo, Kyrgyzstan, Mongolia, North Macedonia, Serbia, Tajikistan, Turkmenistan and countries from the Indo-Pacific region, the Contractor shall input and maintain all relevant participant and program data in a database furnished by COIL and will be responsible for overall database maintenance. These countries/programs are hereinafter referred to as "COIL Managed Countries."
- (c) The Contractor shall work closely with COIL and its stakeholders to provide appropriate representation and to further COIL's programmatic goals in service to the U.S. Congress for all programming
- (d) A typical Open World program calendar includes the following countries and numbers of travelers per country:

Country	Total	Civic	MP	MP Staff	Rule of Law
Armenia	24	12	6		6
Azerbaijan	12	6	6		
Belarus*	12	12			
Bulgaria					
Estonia*	12	12			
Georgia*	24	18		6	
Hungary	12			6	6
Indonesia	6		6		
Kazakhstan	6		6		
Kosovo	13	7	6		
Kyrgyzstan	6	6			
Latvia*	12	6			6
Lithuania*	12	6	6		
Moldova*	24	12	6		6
Mongolia	18		6		12
North Macedonia	12	6	6		
Papua New Guinea					
Poland*	18	12	6		
Regional (Balkan)	7	7			
Regional (Central Asia)	6	6			
Romania*	18	12			6
Rumsfeld	24	24			
Russia	0				
Serbia	12		6		6
Solomon Islands	6		6		
Supporters*					
Tajikistan	24	18		6	
Turkmenistan	24	24			

Ukraine*	90	66	12		12
Uzbekistan*	24	18	6		
Vanuatu	6		6		
Vietnam	6		6		
TOTAL	470	290	102	18	60

* Indicates Contractor Countries – 246 participants in 41 delegations from 10 countries

For illustrative COIL 2024 Calendar see Exhibit (b) of this document.

- (e) As illustrated in the above chart, in 2024, depending on funding levels, COIL is planning to host up to 470 participants. This total number of participants includes a total of up to 120 Members of Parliament and/or Parliamentary staff and 60 judges/judicial professionals. It is expected that between 12 and 60 participants per most programmable months will come to the United States in Calendar year 2024 (usually between mid-January and mid-December – see above Draft 2024 COIL Calendar).

3. GENERAL REQUIREMENTS

- (a) The Contractor shall provide expert and consultant services to assist COIL in the implementation of the Open World program in the Contractor Countries, depending on the support needed by COIL in each country as described in 2. a. above. The Contractor shall also provide support services for all other participating countries as described in 2.b. above. In order to meet the obligations of the Program, timely performance and good communication between the Contractor and COIL is essential. All elements of the contract are subject to approval by COIL. In general, the required services shall include, among other things:

(1) Open World Materials

- a. Prepare in English, and other programmatic languages as needed and in coordination with COIL: Program information and promotional materials, orientation materials, invitation letters, follow-on activity notifications, etc. for use by COIL, its Board of Trustees, the U.S. State Department and Consular Offices, U.S. Grantees and Local Hosts, and other government and private organizations.
- b. Prepare Washington, DC-based orientation materials with the advice/approval of COIL staff (see below).

(2) Overall Program Administration

- a. Coordinate programming with the U.S. Embassies in, Estonia, Georgia, Latvia, Lithuania, Moldova, Poland, Romania, Ukraine, and Uzbekistan, Open World staff and other appropriate officials with regard to Open World goals, participants, security, etc. The responsibilities of the Contractor will vary by Contractor Country and will be further defined by COIL in consultation with the Contractor. The Contractor's responsibility for COIL Managed countries (currently, Armenia, Azerbaijan, Hungary, Kazakhstan, Kosovo, Kyrgyzstan, Mongolia, North Macedonia, Serbia, Tajikistan, Turkmenistan and countries from the Indo-Pacific region) are described in 2.b. above.

(3) Delegate and Facilitator Identification, Recruitment and Processing

- a. Solicit delegate nominations for Open World programming from Contractor Countries in close coordination with COIL and the U.S. Embassy in those countries. The specific role of

the Contractor in each country will depend on the country and will be discussed with the Contractor in detail. In some countries (and/or for some travel themes for a specific country), the Contractor may not be involved in the nomination/selection process for some or all delegations. This will be further refined in consultation with the Contractor. Nominations come from organizations approved by COIL.

- b. Select, train, schedule, obtain visas for and monitor the performance of Open World bilingual Facilitators to accompany Open World delegations traveling to and from Contractor Countries. Provide compensation/stipend to facilitator based on Contractor's policy and with COIL approval. Facilitators shall have advanced English language proficiency, and should have either passed an English language program (TOEFL, SLEP, etc.) or have had 9-12 months experience in the U.S. For the great majority of delegations, one facilitator will travel with a delegation of five other Open World participants.
- c. Prepare preliminary and final lists of eligible participants from Contractor Countries.
- d. Prepare, enter into COIL database, and maintain profile information on all nominees, finalists, delegates, and facilitators from all Open World participating countries.
- e. Coordinate all necessary liaison with the U.S. Embassies in Contractor Countries to aid in the vetting process and follow visa issuance and Student and Exchange Visitor Program (SEVIS) regulations [COIL maintains its own SEVIS designation for this purpose].
- f. Prepare and distribute any necessary U.S. tax materials as needed for delegations from Contractor Countries.

(4) U.S. Host Site Support and Communication

- a. Enter into COIL's database, and maintain profile information on all Local Host Organizations and hosting locations, including identification of the Congressional districts in which hosting or program activity takes place. COIL staff will provide this information for local hosts hosting delegations from COIL Managed Countries.
- b. For Contractor Countries, notify Local Host Organizations of participant travel schedules at least eight weeks prior to any host program and provide participant profiles at least six weeks prior to programming. For all COIL Managed Countries, coordinate the timely delivery of all necessary biographical data to local host organizations with country-assigned COIL Program Managers/Assistants per data input responsibilities spelled out in 2.b. above.
- c. For Contractor Countries, ensure that participants are able to comment on draft programs and that these comments on draft programs are conveyed to Center staff and Local Hosts in a timely manner.
- d. Closely monitor observance of the schedules given in the Host Handbook that is to be distributed by the COIL to national-level grantee organizations and Local Host Organizations that are hosting delegations from Contractor Countries. The Host Handbook outlines the division of responsibilities and timetables for completion of activities for all countries.

(5) Travel, Transportation and Lodging for Contractor Countries

- a. Determine the best travel arrangements to assure the lowest cost for air and ground transportation in accordance with U.S. government travel regulations and Open World schedules and deadlines.
- b. Schedule all travel and transportation from/to participant's countries and assist with visa

process and acquisition, including providing ground transportation from pre-departure orientation location to departure airport.

- c. Track travel and status of all Open World program participants.
- d. Provide 24-hour emergency support to Open Word program participants during international and domestic flights.
- e. Make transportation arrangements to meet arrivals at Washington area international airports, upon request of COIL staff on an as needed, but infrequent, basis.
- f. Distribute any travel reimbursements for travel to and from foreign country capital or departure city according to COIL's policies.
- g. Provide ground transportation from D.C.-based orientation site to departure airport for travel to Local Host locations upon request of COIL staff on an as needed, but infrequent, basis.

(6) Pre-departure and U.S. Orientations – Contractor Countries

- a. Organize and provide a pre-departure orientation ("PDO") for programs for a projected total of 246 participants in 41 delegations from 10 countries.
- b. Provide COIL Staff support in providing two-to-three-day Washington, D.C. ("DCO") based orientation programs for groups of approximately 12-42 participants on an as-needed, but infrequent, basis. DCOs for Parliamentary groups will mostly be organized by COIL, but will also require support by the Contractor.
- c. Disburse funds, such as travel allowances/reimbursement to Open World program delegatés and facilitators and facilitator stipends to facilitators upon arrival in Washington, D.C. or prior to travel, depending on Contractor's policies. Such allowances/reimbursements/stipends are to be determined by the Contractor in consultation with COIL and with COIL's approval.

(7) Participant Follow-Up

- a. Contractor Countries - Conduct exit interviews and/or request appropriate reports, to be approved by COIL, to determine participants' and Local Hosts' satisfaction with the Open World program and recommendations for its future, and to record program successes and results for internal use by COIL.
- b. All Countries - Regularly update contact information of former Open World participants in Open World's database for Contractor Countries and coordinate this function with COIL staff for COIL Managed Countries.
- c. Contractor Countries - Maintain regular contact with former Open World participants to solicit from them timely information about any post program results that they have achieved, and regularly input such information in the COIL results database.
- d. All Countries - Input any programmatic results reported by COIL staff in the COIL results database.
- e. Contractor Countries - Conduct follow up interviews with Open World program alumni at the request of COIL.

(8) Administration of Contract

- a. Provide international (ISO) standards for all computers, both hardware and software, used in

implementing the Open World program. Use of foreign, non-U.S. Operating Systems and software shall NOT be used. COIL's data and management information system (Database System) must be kept secure throughout contract performance and beyond. Personnel must read, sign and adhere to J-2, Exhibit I – Rules of Behavior for Privileged Users of Open World Database System. Ensure that fonts used for documents produced in the languages of other participating countries can be read and edited by Windows software.

- b. Recruit and hire appropriate staff as required to complete proposed mission.
- c. Recruiting and train some 40 facilitators for Contractor Countries, depending on the demands of COIL for a particular country.
- d. Ensure that staff are familiar with the Open World database in order to include all relevant participant and host information, and include other programmatic information as required by COIL in a timely manner.
- e. Provide regular narrative weekly reports and statistics on the Open World program.

4. SPECIFIC REQUIREMENTS

(a) *Open World Materials and Orientations.*

Materials and Correspondence. For Contractor Countries, the Contractor, upon review and approval by COIL, shall develop, produce, and distribute correspondence and recruitment materials that describe the Open World program, or distribute materials developed by COIL, to those selected to be potential candidates for the Open World program and to Open World program participants. The Contractor shall also share material describing the program participants and their interests, referred to as participant profiles, with U.S. Local Host Organizations. All materials and correspondence provided to candidates and participants shall be in the appropriate language associated with the participants. Any use of the COIL's name, logos, or authorized signature by the Contractor shall be with prior written approval of COIL.

- (1) **Publicity.** The Contractor shall, at COIL's request, cooperate with COIL and any other designated contractor or grantee by providing current program information and other materials needed in support of publicity and media activities.
- (2) **Orientations/Briefings.** The Contractor shall conduct pre-departure orientation/briefing sessions for delegations from Contractor Countries. The presentations shall be tailored for the audience, and shall address such matters as the nature and scope of the Open World program, potential cultural differences and expectations, the Open World program's policies and procedures, relevant laws and regulations, information about Open World's on-line offerings, and COIL's goals to collect results information and engage in alumni programming, when possible.
- (3) **Participant (delegates or facilitators) Identification, Recruitment and Processing (Contractor Countries).** Drawing from a variety of networks and in-country contacts, the United States and elsewhere, the Contractor shall identify candidates to participate in the Open World program as either delegates or facilitators, at a ratio of one facilitator for every five delegates (or, as instructed by COIL depending on specific programming justifications). The Contractor, consulting with the U.S. Embassies, U.S. Department of State, and COIL, shall screen the potential delegates and facilitators for eligibility and appropriateness. The role of the Contractor in all Contractor Countries will be different per the relationships developed in each participating country. The Contractor, in some countries, may have no role in identifying delegates and facilitators. In some countries, they may be responsible for the whole slate of delegates and facilitators. The specifics of country coordination will be managed by the appropriate COIL Program Manager in close consultation with the U.S. Embassy and the Contractor.

- (4) **Interest Inquiries.** The Contractor shall issue inquiries to potential participants in Contractor Countries to determine their interest in the Open World program. The inquiries shall explain the nature of the Open World program, identify any requirements a candidate must meet in order to participate (e.g., that a facilitator must be fluent in the language of his/her country and English), and request the candidate to respond indicating whether or not he/she is interested. The Contractor shall be available to discuss the Open World program and answer questions potential candidates may have.
 - (5) **Candidate Lists.** The Contractor shall provide COIL and U.S. Embassy contacts with initial and interim lists of interested candidates from which COIL and the U.S. Embassy (or COIL's designees) will select the final participants. The extent of these efforts will be defined by COIL per Contractor Country.
 - (6) **Invitations.** The Contractor shall issue formal invitations to candidates selected to participate in the Open World program from Contractor Countries. These invitations become the basis for the participant's application for a U.S. visa, and therefore shall provide, to the extent possible, all information the State Department requires for visa approval. This includes creating DS-2019 forms in SEVIS using COIL's designation, assisting the participants with the DS-160 visa application, and scheduling visa interviews. The Contractor shall answer the candidate's questions about the Open World program and make a final determination with the candidate as to whether the candidate will or will not participate in the Open World program.
 - (7) **Applications and Participant Data and Participant Profiles.** The Contractor shall prepare participant profiles after managing the efficient inputting of application data for all candidates from all countries who accept the invitation to become Open World program participants. Profiles shall be prepared for all delegates and facilitators. Profile data shall be recorded in COIL's database and shall include all elements as outlined in the Deliverables section. Contractor will be asked to automate these processes as efficiently as possible.
 - (8) **Host Assignment Plan.** The Contractor shall be responsible for coordinating an annual calendar for all countries in collaboration with COIL staff.
 - (9) **Oversight.** The Contractor is responsible for coordinating effective and efficient travel arrangements for all participants from Contractor Country in close collaboration with the Local Host Organizations. The Contractor is responsible for all participants from Contractor Countries while they are in the U.S. and must ensure that all delegations and local hosts are always able to contact the Contractor in an emergency.
 - (10) **Tax Liability.** The Contractor shall handle the preparation and distribution of appropriate U.S. tax materials to participants from Contractor Countries, as appropriate per the Contractor's policies.
- (b) *U.S. Host Support. - Contractor Countries.*
- (1) **Exchanging Participant/Host Information.** The Contractor shall provide Open World program participants with relevant information about the Local Host location and home stays according to programmatic timelines. The Contractor shall also provide the Local Host with relevant information about the participants at least six weeks prior to arrival. The Contractor shall inform the Host about the participants' itinerary, and ways to contact the Participants prior to participant travel, and shall keep both the Local Host Organizations and COIL informed of any changes in travel or other plans. The Contractor shall input all participant and host information to the appropriate locations in the Open World program's database.
- (c) *International and Domestic U.S. Travel - Contractor Countries.*
- (1) **Arrangements. Contractor Countries -** The Contractor is responsible for making all international and domestic U.S. round-trip travel for Open World program participants to their hosting location and

returning home. Such travel shall include a 2-3 work day layover in Washington, D.C. at the initiation of a program (in accordance with U.S. government federal travel regulations, 5 U.S.C. § 5707; 41 C.F.R. subtitle F). The Contractor shall confirm departure and arrival dates, final visa clearance, and airline reservation details with COIL and the Local Host Organization. The Contractor shall deliver tickets to participants. The Contractor shall meet participants at all international gateways of the participating countries and provide any necessary last-minute information. The Contractor shall provide reimbursement of internal travel in a participant's country (or to country of departure and/or arrival), when requested by COIL (currently Ukrainian participants need to travel to and from Poland or other third country, and, from time to time, COIL allows this for well-qualified participants that might not be able to travel due to the costs associated with domestic travel), and ensure that all participants are safely transferred to domestic travel (flights/trains) both upon arrival in the U.S. (following any U.S.-based orientation with such transport usually arranged by COIL) and in the Participants' countries. Any benefits (frequent flyer miles, discounts etc.) received as a result of transportation costs experienced as a result of performance under this contract shall be reverted to use on transportation arrangements/travel costs booked to support subsequent contract requirements. It is anticipated that beginning in late January, between 12 – 30 participants will arrive in the United States from Contractor Countries almost every month (please refer to the Draft COIL 2024 calendar above).

- (2) **Factors Affecting Travel.** It is anticipated that travel arrangements may be affected by: the participants' windows of time for travel; availability of space on trans-Atlantic or trans-Pacific flights; ability of the U.S. Consular Sections to process visa requests for participants in a timely fashion (especially during typical vacation periods, during periods when major events may be occurring, or during times of political unrest or pandemic); unexpected and last-minute adjustments in the travel plans of participants; and, changes in visa regulations and practices. The Contractor must inform COIL on a timely basis of such travel issues.
- (3) **U.S. Air Carriers.** Under the Federal Travel Regulations transportation on U.S. air carriers is required. Exceptions may be granted on a limited basis pursuant to Federal Travel Regulations at 41 C.F.R. part 301-10.
- (4) **Costs.** The Contractor shall bill all travel, transportation and lodging costs at actual rates.
- (5) **Visas.** The Contractor shall work with participants and with U.S. consular sections to facilitate participants' visa applications. Visa applications and passports are to be collected and delivered by the Contractor on behalf of the candidates to the appropriate U.S. consular section. The Contractor shall keep COIL, COIL Grantees, and Local Host Organizations informed of any changes in visa regulations and practices.
- (6) **Itineraries.** The Contractor shall provide participants and Local Host Organizations with travel itineraries in a timely fashion and shall coordinate and supply information concerning weather, appropriate dress, and helpful information about the host destination to program participants. The Contractor will provide COIL and Local Host organizations with regular updates on departing groups of participants such as last-minute adjustments in travel times and/or cancellations or other travel changes.

(d) Emergencies/Insurance - Contractor Countries

- (1) The Contractor shall be available to handle emergencies on a 24-hour basis for participants and shall promptly inform COIL of any emergencies. The Contractor shall be responsible for providing appropriate medical insurance coverage for each participant during the participant's stay in the U.S.

(e) Participant Follow-Up and Evaluation.

- (1) **General Follow-Up Activity.** The Contractor will maintain contact with alumni in Contractor Countries to update professional and contact information, and to report on program results to COIL (making use of various social media). Contractor shall also maintain the Open World database to

reflect follow-up activity with alumni from COIL Managed countries when informed of such information by COIL.

- (2) **Exit Interview/Questionnaire.** With COIL's approval, the Contractor may conduct a departure interview for all Open World program participants and have the participants and Local Host Organizations complete a questionnaire to assess satisfaction with the Open World program and elicit recommendations for the future. All evaluation materials must be submitted to and approved by COIL prior to issuance and must conform to COIL's data base requirements. COIL may rescind this provision, depending on funding availability. In addition, COIL will provide significant input as to questions are asked of Open World program participants. The Contractor might also conduct such post-program activities for only Contractor Country alumni, but any such activity must have COIL's prior approval, as well as approval of the material to be used.

(f) Open World Program Administration.

(1) Database. The Contractor shall ensure effective utilization of COIL's database. The database shall include data that identifies and describes Open World program candidates, selected delegates, facilitators, and Local Host Organizations; identifies participant/Host match-ups; records travel arrangements; and tracks the status of key stages in the Open World program (e.g., invitation, acceptance, visa approval, arrival in U.S., placement with Local Host Organization, departure, completion of exit interview/questionnaire, etc.). In addition, the Contractor shall report on programmatic results on a weekly basis that they identify through follow on communications with Open World program alumni in Contractor Countries or that are reported to the Contractor by COIL staff. COIL shall work with the Contractor to ensure accurate and efficient use of the Open World program database.

(2) Key Personnel. The Contractor's team shall include a program manager in the United States with substantial experience in administering exchange programs with Eurasian countries. The program manager shall have authority to make decisions for the Contractor on all Open World program matters. COIL will approve all changes to key personnel, with particular emphasis on the person proposed to be program manager and any successor to this position.

(3) Staffing. The Contractor shall provide professional support staff necessary to assure the timely completion of all milestones and other contractual responsibilities. The Contractor shall recruit and hire appropriate staff as necessary.

(4) Invoicing. The Contractor shall invoice biweekly by email to COIL at COIL@coil.gov. Invoices will map to approved costs. Invoices will show, by major program category and subcategory: approved costs, new costs currently invoiced for, and cumulative costs to date and reflect the balance of current Contractor obligated amounts. Invoices must be submitted in electronic format. Upon request of COIL, the Contractor will provide detailed information for any specific expenses (e.g., hotel invoices, itemized travel agency charges, speaker fees, etc.). The invoice will also include a mechanism which provides for a cumulative cost per Open World participant, including facilitators, based on cumulative invoice totals.

(5) Weekly Reports. The Contractor shall provide a weekly status report and relevant updated/current statistics based on key elements of the Open World program each Monday afternoon (or at a time agreed upon in writing) during the contract period. The report shall provide timely information as to participant identification and recruitment, travel arrangements and itineraries, Local Host Organization preparedness, participant follow-up, and outstanding issues and problems. This reporting will cover Contractor Countries.

(6) Key Documents Posting. The Contractor shall post relevant program information including participant and community profiles, local host profiles, local program agendas, group and host lists, orientation schedules, facilitator reports and host narratives, and alumni follow-up/results to the program's database in an expedited manner as soon as this information is available and received by the

Contractor for both Contractor Countries and as submitted by COIL for COIL managed countries.

(7) Press Articles. The Contractor shall forward any press articles they identify for Contractor Countries to COIL.

(8) Final Report. The Contractor shall provide, 90 days after completion of an annualized program, a final report that provides a synopsis of all activities performed under the contract.

5. DELIVERABLES

(a) Open World Program Materials – Contractor Countries

- (1) Open World program description and informational materials for nominating organizations, nominees, finalists, delegates, facilitators and U.S. Local Host Organizations.
- (2) Participant invitation packets.
- (3) Orientation materials prepared for participants.

(b) Lists and Profile Information - Contractor Countries:

- (1) Lists of potential candidates for program participation.
- (2) Lists of final candidates for program participation for COIL's final selection and approval.
- (3) All Countries - Lists and profiles of accepted Delegates, with COIL providing the relevant date for COIL Managed Countries. Profile information includes:

Personal Information: DOB, age, gender, address, religious affiliation, English language capabilities, etc.

Current Employment

Previous Employment

Community Activities

Political Activities

Detailed information on nature of job and responsibilities

Education

Previous foreign travel

Health/Dietary restrictions

Statement of Goals for Open World Program

Nominator Recommendation.

- (4) Lists and profiles of accepted Facilitators.
- (5) Lists of U.S. Local Host Organizations.

(c) Participant/Host Assignments and Itineraries.

(d) Status Reports.

- (1) Weekly
- (2) End of Calendar Year
- (3) Final

(e) Follow-Up Evaluation of Open World Program Effectiveness

- (1) Exit interview/questionnaire to be approved by COIL for participants and Local Host Organizations.
- (2) Weekly reports on program-related results from Open World alumni.

(f) Open World Program Database

- (1) Any additional entry fields in COIL's database shall be mutually agreed upon with COIL prior to implementation.

Section D - Packaging and Marking

No clauses or provisions included in Section D.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection Of Services—Cost Reimbursement APR 1984

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order (Aug 1989) – Alt I APR 1984

F-1 Period of Performance

CLIN	Period of Performance Dates
CLIN 0001, Base Period	January 1, 2024 to December 31, 2024
CLIN 0002, Base Period	January 1, 2024 to December 31, 2024
CLIN 0003, Base Period	January 1, 2024 to December 31, 2024
CLIN 0004, Option I	January 1, 2025 to December 31, 2025
CLIN 0005, Option I	January 1, 2025 to December 31, 2025
CLIN 0006, Option I	January 1, 2025 to December 31, 2025
CLIN 0007, Option II	January 1, 2026 to December 31, 2026
CLIN 0008, Option II	January 1, 2026 to December 31, 2026
CLIN 0009, Option II	January 1, 2026 to December 31, 2026
CLIN 0010, Option III	January 1, 2027 to December 31, 2027
CLIN 0011, Option III	January 1, 2027 to December 31, 2027
CLIN 0012, Option III	January 1, 2027 to December 31, 2027
CLIN 0013, Option IV	January 1, 2028 to December 31, 2028
CLIN 0014, Option IV	January 1, 2028 to December 31, 2028
CLIN 0015, Option IV	January 1, 2028 to December 31, 2028

Section G - Contract Administration Data

G-1 Contract Management

(a) The Contracting Officer (CO) is the final authority on all contractual matters relating to this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the contractor effects any change at the direction of any person other than the

Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract cost to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: [insert Contracting Officer's name, address, phone number and e-mail address]

G-2 Technical Direction

- (a) The Contracting Officer has designated the following individual as the COIL point of contact during the performance of this contract who will provide direction regarding technical matters only:

Contracting Officer Representative (COR):

To be provided at time of award

- (b) The COR duties are as follows:
- (1) The COR will provide technical direction on contract performance. Technical direction includes (1) direction to the Contractor which assists in accomplishing the statement of work (2) comments on and approval of reports, invoices and other deliverables.
- (c) Technical direction must be within the scope of the statement of work included in this contract. The COR does not have the authority to issue technical direction which:
- (1) Constitutes a change in the scope of work;
 - (2) Causes an increase or decrease in the estimated cost of the contract;
 - (3) Alters the period of performance;
 - (4) Changes any of the other express terms or conditions of the contract.

G-3 Invoices

All invoices must include the following information and/or attached documentation:

- a. Name, address and vendor identification number of the business concern;
- b. Invoice date;
- c. Contract Number, or authorization for delivery of property or services (including contract line item number);
- d. Description, quantity, unit of measure, unit price, and extended price of services performed;
- e. Name (where practicable, title, phone number, and mailing address of responsible official to be notified in event of a defective invoice; and
- f. Any other information or documentation required by other requirements of the contract.

Section H - Special Contract Requirements

H1 – Substitution of Key Personnel and Non-Key Personnel

The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of this contract. The contractor agrees to assign any work effort required to be performed under this contract to personnel who are qualified to complete the work successfully. Any proposed substitute shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the submitted standard for the position provided by the Contract in the proposal. Any substitutions shall result in no increase to the hourly rate(s) identified in the contractor proposal or in this contract. All key personnel substitutions shall be approved by COIL/CO prior to change.

The personnel designated as key personnel in this contract are considered to be essential to the work being performed. At least 30 days prior to diverting any of the specified individuals to other programs or contracts or as soon as possible if an individual must be replaced (for example, as a result of leaving the contractor's employ), the contractor shall notify the CO and identify proposed substitutions. No diversion of substitution shall be made by the contractor without written consent of the CO. **The key personnel list may be increased at the discretion of the CO.** The CO will provide a list of labor categories in writing to the contractor that will be considered key to

performance and the requirements of this clause will then apply for all categories considered key. Qualification for the new key labor categories will be the original qualifications and or experience listed by the contractor in his original proposal.

The following personnel have been identified as Key Personnel in the performance of this contract:

Project Manager – [name to be provided as time of award].
Additional positions to be provided at time of award

The following personnel have been identified as Non-Key Personnel in the performance of this contract:

All Other Proposed Labor Categories

H-2 COIL 52.239-1 INFORMATION SECURITY (MAY 2016)

The work to be conducted is considered SENSITIVE BUT UNCLASSIFIED pursuant to NIST SP 800-53 (rev 4) or current version. The Contractor shall ensure that all non-public Congressional Office for International Leadership (COIL) information processed under this contract shall be protected from unauthorized use and mishandling by the contractor. Information includes both hard copy (paper) formats and soft copy (stored in electronic form, e.g., hard disks, tapes, flash drives, CD-ROM, etc.).

(a) The Contractor shall store hard copies and soft copy contained on removable media (e.g., tapes, floppy disks, CD-ROM/CD-R, flash drives, etc.) in a government approved storage container per the direction of the COR when not under the direct control of Contractor Key Personnel.

(b) The Contractor shall treat any information developed on security vulnerabilities and any Government provided non-public information as “Sensitive but Unclassified” information.

(c) The Contractor personnel shall label and protect this information as “Security Category: Moderate”, placing this designation in the footer.

(d) The Contractor shall ensure that all documents designated “Security Category: Moderate”, “Security Category: High” and “Limited Official Use Only” are not emailed to or from an external email system. These documents may only be emailed between COIL email accounts, or within a secured corporate email network.

(e) The Contractor shall ensure that all documents designated “Security Category: Moderate”, “Security Category: High” and “Limited Official Use Only” are shredded, burned or otherwise destroyed before being disposed of in accordance with applicable corporate and federal records management policies.

(f) The Contractor shall dispose of all documents designated “Security Category: Moderate”, “Security Category: High” and “Limited Official Use Only” remaining in the Contractor’s possession at the end of the contract term.

(g) The Contractor shall ensure that all Contractor workstations used to process COIL information utilize anti-virus and anti-spyware utilities that are configured to continuously monitor and to automatically update as well as having automatic operating system patching in place.

(h) The Contractor shall ensure that all Contractor workstations used to process COIL information employ a firewall that can either be software running on the workstation or a stand-alone firewall that protects the workstation from unauthorized access from any other devices, including devices on the Contractor’s corporate network.

(i) The Contractor shall ensure that all COIL information that is labeled “Security Category: Moderate”, “Security Category: High” and “Limited Official Use Only” is encrypted using a [FIPS 140-2](#) validated application configured in FIPS mode. This includes information stored on internal hard drives and removable devices (e.g., CD-Rs, flash drives, etc.)

(j) The Contractor must provide a written list of anti-virus, anti-spyware, firewall, encryption products, versions and proof of licenses, along with the automatic operating system patching status, MAC address (if applicable) and user name for each system being used to process COIL information.

(k) The Contractor shall not provide any government-furnished non-public documents, information, or licensed material in any form to anyone other than the Contracting Officer or the COR without the written approval of the Contracting Officer or the COR during the period of this contract or at any time afterwards.

(l) The Contractor shall not provide any non-public government documents or information related to IT Security in any form without the written approval of the COIL.

(m) The Contractor shall ensure that all Contractor personnel sign nondisclosure agreements (NDAs).

(n) The Contractor shall ensure that all Contractor personnel complete the IT Security Awareness Training approved by COIL on an annual basis.

(End of clause)

Section I - Contract Clauses

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses: <http://acquisition.gov/far/>

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021

52.203-17	Contractor Employee Whistleblower Rights and Requirement to inform Employees of Whistleblower rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	NOV 2021
52.215-23	Limitation on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost and Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.217-8	Option to Extend Services	NOV 1999 (30 Days before contract expiration)
52.222-2	Payment for Overtime Premiums	JUL 1990 - Fill-in-Para A - ZERO
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222.49	Service Contract Labor Standards - - Place of Performance Unknown	MAY 2014 - Fill-in Para a- Washington DC; Fill-in para a See page 2, Section A, Paragraph 5
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	May 2022

52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-14	Rights in Data - General	MAY 2014
52.229-8	Taxes-Foreign Cost-Reimbursement Contracts	MAR 1990
		Fill-in see List in Paragraph C-1 - 1 (e), Section C
52.230-2	Cost Accounting Standards	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation of Withholding of Payment	APR 1984
52.232-17	Interest	MAY 2014
52.232-22	Limitation of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-34	Payment by Electronic Funds Transfer—Other than System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) – Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	DEC 2022
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes—Cost Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (JUN 2020)– Alternate I	JUN 2020
52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	JUN 2020
52.249-6	Termination (Cost- Reimbursement)	MAY 2004
52.253-1	Computer Generated Forms	JAN 1991

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

I.2 COIL Modifications

(a) **FAR 52.233-1, Disputes (May 2014).** To reflect the provisions of the Legislative Branch Appropriations Act, 2008 (Pub. L. 110-161, div. H., title I, § 1501, Dec. 26, 2007, 121 Stat. 2249, 31 U.S.C. § 702 note), the clause is modified as follows:

(1) The amount in sections (c), (d)(2)(i), and (e) is \$50,000 instead of \$100,000. See also regulations of the Government Accountability Office Contract Appeals Board at 4 C.F.R. part 22.

(b) **FAR 52.232-25, Prompt Payment (Jan 2017).**

The Congressional Office for International Leadership is not an agency subject to the Prompt Payment Act. 31 U.S.C. § 3901(a)(1). The clause is modified as follows:

(1) The following new paragraph (iv) is added to the conditions for paying interest penalty payments in section (a)(4): “(a)(4)(iv) The contract or purchase order contained a provision that expressly required the Congressional Office for International Leadership to pay an interest penalty.”

(2) The reference in section (a)(5)(ii) to the Disputes clause at FAR 52.233-1 refers to the clause as modified by the Congressional Office for International Leadership.

(3) Section (a)(6) is replaced with the following: “Interest penalty payments shall be handled in accordance with the Prompt Payment clause at FAR 52.232-25 as modified by the Congressional Office for International Leadership.”

(4) Section (b) relating to Contract Financing Payment is deleted.

Section J – List of Attachments, Exhibits

Exhibits

- (a) Contract Data Requirements List
- (b) Illustrative 2024 Open World Calendar

Attachments

- (1) Service Contract Labor Standard – Wage Determination (WD) 15-5813

Solicitation Documents – These documents will be removed upon award

- A. Sample Program Agenda**
- B. COIL Database screenshots**

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services-Representation	OCT 2020
52.209-12	Certification Regarding Tax Matters	OCT 2020
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	JUN 2020
52.230-1	Cost Accounting Standards Notices and Certification	JUN 2020

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 Annual Representations and Certifications – MAR 2023

(a) (1) The North American Industry Classification System (NAICS) code for this *acquisition* is 541611.

(2) The small business size standard is \$24.5M.

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

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

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

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

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

(2) If the provision at [52.204-7](#), *System for Award Management*, is not included in this *solicitation*, and the *Offeror* has an active registration in the *System for Award Management (SAM)*, the *Offeror* may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the *solicitation*. The *Offeror* shall indicate which *option* applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c) (1) The following representations or certifications in SAM are applicable to this *solicitation* as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to *solicitations* when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The *acquisition* is to be made under the *simplified acquisition procedures* in [part 13](#);

(B) The *solicitation* is a request for technical proposals under two-step sealed bidding procedures; or

(C) The *solicitation* is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to *solicitations* expected to exceed \$150,000.

(iii) [52.203-18](#), Prohibition on *Contracting* with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all *solicitations*.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to *solicitations* that do not include the provision at [52.204-7](#), *System for Award Management*.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to *solicitations* that—

(A) Are not set aside for small business concerns;

(B) Exceed the *simplified acquisition threshold*; and

(C) Are for contracts that will be performed in the *United States* or its *outlying areas*.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all *solicitations*.

(vii) [52.209-2](#), Prohibition on *Contracting* with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to *solicitations* where the contract value is expected to exceed the *simplified acquisition threshold*.

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony *Conviction* under any Federal Law. This provision applies to all *solicitations*.

(x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) [52.215-6](#), Place of Performance. This provision applies to *solicitations* unless the place of performance is specified by the Government.

(xii) [52.219-1](#), Small Business Program Representations (Basic, *Alternates* I, and II). This provision applies to *solicitations* when the contract is for *supplies* to be delivered or services to be performed in the *United States* or its *outlying areas*, or when the *contracting officer* has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

(A) The basic provision applies when the *solicitations* are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its *Alternate* I applies to *solicitations* issued by DoD, NASA, or the Coast Guard.

(C) The provision with its *Alternate* II applies to *solicitations* that will result in a *multiple-award contract* with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to *solicitations* when *contracting* by sealed bidding and the contract is for *supplies* to be delivered or services to be performed in the *United States* or its *outlying areas*, or when the *contracting officer* has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to *solicitations* that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to *solicitations*, other than those for *construction*, when the *solicitation* includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to *solicitations* when it is anticipated the contract award will exceed the *simplified acquisition threshold* and the contract is not for *acquisition* of *commercial products* or *commercial services*.

(xvii) [52.223-1](#), *Biobased Product* Certification. This provision applies to *solicitations* that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), *Affirmative Procurement of Biobased Products Under Service and Construction Contracts*.

(xviii) [52.223-4](#), *Recovered Material* Certification. This provision applies to *solicitations* that are for, or specify the use of, EPA-designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to *solicitations* that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to *solicitations* containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, *Alternates* II and III.) This provision applies to *solicitations* containing the clause at [52.225-3](#).

(A) If the *acquisition* value is less than \$50,000, the basic provision applies.

(B) If the *acquisition* value is \$50,000 or more but is less than \$92,319, the provision with its *Alternate* II applies.

(C) If the *acquisition* value is \$92,319 or more but is less than \$100,000, the provision with its *Alternate* III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to *solicitations* containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all *solicitations*.

(xxiv) [52.225-25](#), Prohibition on *Contracting* with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all *solicitations*.

(xxv) [52.226-2](#), *Historically Black College or University and Minority Institution* Representation. This provision applies to *solicitations* for research, studies, *supplies*, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the *Contracting Officer*:

[*Contracting Officer check as appropriate.*]

(i) [52.204-17](#), Ownership or Control of *Offeror*.

(ii) [52.204-20](#), Predecessor of *Offeror*.

(iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed *End Products*.

(iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

(v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) [52.223-9](#), with its *Alternate* I, Estimate of Percentage of *Recovered Material* Content for EPA-Designated *Products* (*Alternate* I only).

(vii) [52.227-6](#), Royalty Information.

(A) Basic.

(B) *Alternate* I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted *Computer Software*.

(d) The *offeror* has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the *offeror* verifies by submission of the *offer* that the representations and certifications currently posted electronically that apply to this *solicitation* as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this *solicitation* (including the business size standard applicable to the NAICS code referenced for this *solicitation*), as of the date of this *offer* and are incorporated in this *offer* by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this *offer* and are current, accurate, and complete as of the date of this *offer*.

FAR Clause # Title Date Change

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

(End of provision)

52.209-7 – INFORMATION REGARDING RESPONSIBILITY MATTERS – OCT 2018

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or *inspection* of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means—

- (1) The total value of all current, active contracts and grants, including all priced *options*; and
- (2) The total value of all current, active orders including all priced *options* under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business *segment*; and similar positions).

(b) The *offeror* has does not have current active *Federal contracts and grants with total value greater than \$10,000,000*.

(c) If the *offeror* checked "has" in paragraph (b) of this provision, the *offeror* represents, by submission of this *offer*, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this *offer* with regard to the following information:

(1) Whether the *offeror*, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the *offeror* of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a *conviction*.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the *offeror* has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the *offeror* has provided the requested information with regard to each occurrence.

(d) The *offeror shall* post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the *System for Award Management*, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS – OCT 2018

(a) The Contractor *shall* update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the *System for Award Management* via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except *past performance* reviews, will be publicly available. FAPIIS consists of two *segments*—

(1) The non-public *segment*, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available *segment*, to which all data in the non-public *segment* of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) *Past performance* reviews required by subpart [42.15](#);

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts *in writing* within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public *segment* of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information *must* within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor *must* cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except *past performance* reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.215-1	Instructions to Offerors-Competitive Acquisition	NOV 2021
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.232-38	Submission of Electronic Funds Transfer Information with Offer	JUL 2013

CLAUSES INCORPORATED BY FULL TEXT

52.215-6 - Place of Performance - Oct 1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _____ intends, _____ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of Provision)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021)—ALTERNATE III (OCT 1997) –ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

(1) Offerors are requested to furnish the following information with their offers for each performance period and each CLIN. Sufficient detail must be provided to enable assessment of method used to reach the total proposed costs.

1. Labor Rates _____
2. Labor hours _____
3. Overhead _____ %
Component Elements _____
4. _____
Other Costs _____
5. Profit _____ % _____
6. G & A Expense _____ %*
Component Elements _____

7. Total Costs _____

(c) Submit the cost portion of the proposal via the following electronic media: ELECTRONIC SPREADSHEET FORMAT (EXCEL).

*Profit on G&A costs is not allowed.

(End of provision)

52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

(a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).

(b) General. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor. (1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal--

(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal--

(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost plus fixed fee contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Executive Director, Congressional Office for International Leadership, 101 Independence Ave., SE Washington DC 20540-9980.

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

(End of provision)

L-1 CONTENT OF PROPOSALS

(a) General. The offerors must submit the proposal in three sections, technical, past performance and costs, electronically to the following email address: **OpenWorld@COIL.gov**. Documents sent to this email address should be no more than 10-20 MBs or shall be zipped to be access to the data.

(1) The technical section, past performance section and cost section shall be submitted as separate files. Each section must be submitted as separate PDF files and the cost/price proposal must also be submitted as a Microsoft Excel document. Valid extensions for files using their associated applications follow:

Type of Application/Files	Valid Extensions
Portable Document Files	.pdf
Microsoft Word documents	.docx
Microsoft Excel documents	.xlsx

(2) The proposal must be submitted in English and pricing must be in U.S. currency. The Technical section must not contain any contract price or cost information except as indicated below.

(3) Any data previously submitted in response to another solicitation will be assumed unavailable to the government; and this data must not be incorporated into the proposal by reference.

(4) Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear and concise manner. Proposal sections must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable.

(5) Proposals must be legible, double spaced (personnel resumes can be single spaced), typewritten, in a font size not smaller than 10. If the proposal were printed on paper not larger than eight and a half by eleven inches the technical section should not exceed the page limit established herein of 30 pages. Text in excess of the stated limit will not be evaluated. Pages must be numbered consecutively.

(6) All Sections must be clearly marked with the solicitation number. Separate proposal packages containing components of the offer, such as separate proposals submitted by proposed subcontracts, will not be accepted. Cost or pricing data, or other information which may be considered proprietary to subcontractors, shall be submitted with the prime contractor's proposal, password protected, with the password submitted by separate email (clearly identified) within the stated submittal date. Each section must have a Table of Contents. Proposals submitted in response to this solicitation must contain the information as outlined below.

(b) Technical Section. The Technical Section may not be classified or contain classified information. This section shall provide the offeror's response to the following technical factors, 1) Management Plan/Regional Capability, 2) Corporate Experience, 3) Key Personnel Qualifications and 4) Program Monitoring and Reporting Capability. Using the Statement of Work, including the Illustrative COIL Calendar, the offeror shall address (i) a detailed description of the technical approach including a detailed procedure and methodology which will be used in accomplishing each task, (ii) a detailed work plan for implementation, and (iii) man-hours by labor category but not cost. The offeror's technical section must include the proposed lines of responsibility, authority, and communication through which the tasks will be managed, and the procedures to be taken to ensure quality control and cost control. The technical section will also discuss the methods by which source documentation provided by COIL will be protected and controlled. The offeror must define the proposed organizational structure (including responsibilities and reporting structure) for the project, and how the proposed project team will interface with both the offeror's corporate structure and with COIL. The offeror shall address corporate experience in supporting similar work to include the methods used to provide resources, and management strategies to successfully accomplish work efforts for referenced contracts. The offeror must provide a matrix of recent corporate experience as shown on Table I, Matrix of Corporate Accomplishments. Identify registration possessed or evidence of plan to register in COIL participating countries. Personnel assigned to or utilized by the contractor in the performance of this contract shall, as a minimum, be fully capable of performing in an efficient, reliable, and professional manner. The offeror's Project Executive(s), Program Manager and proposed Specialists shall be identified (with a resume) and the specific responsibilities assigned this individual shall be outlined. If the Project Executives, Program Manager or Specialists are not currently in the employ of the offeror, a written agreement from the potential employee to work the proposed

effort will be part of the proposal. The offeror will also provide a list of qualifications and or experiences required for each proposed labor category. The technical section shall not exceed a total of 30 pages, with exception of resumes (Key Personnel Qualifications) factor. Resumes submitted are limited to 2 pages per resume and should be included in the technical section after the 30 pages addressing the proposed technical capabilities defined above.

(c) Past Performance section will contain a description of the offeror's contracts (both prime and major subcontracts) received during the past three years, which are in any way similar to the effort required by the solicitation. The description should include, as a minimum, the following information: the offeror's Commercial and Government Entity Code (CAGE) and Unique Entity Identifier (UEI) numbers; contract number; contract type; awarded/estimated contract value; narrative rating assigned by the Government requiring agency (or official from commercial source), Government points of contact (POC) (official commercial source POC); a brief narrative of the work required and similarities with the requirements of this solicitation, level of staffing and duration of the relevant projects that are submitted for evaluation. Include the experience of all subcontractors, joint venture participants and teaming participants, but list them separately. For experience not acquired as a prime contractor, identify the prime contractor and describe the depth and extent of the work you performed, to include the percentage of the total contract dollar value performed by your employees. Information provided in this section must be verifiable through direct communication with the POCs provided, if not, the reference cannot be used to support evaluation of the proposal. Each individual contract used to explain past performance is limited to 2 pages.

(d) Cost Section.

(1) The following information must be provided in the cost proposal:

(i) Direct Labor: Provide a time phased (e.g. monthly) breakdown of labor hours, rates and costs by appropriate category and furnish bases for estimates. The total estimated hours to be worked under the proposed contract for each individual proposed. Table II – Manpower Utilization Matrix shall be included in the cost section outlining hours proposed for each individual proposed to perform under the resulting contract. Each option period must be represented. This matrix will also be used to complete hours under Section B-1 - Cost Plus Fixed Fee – Completion Type.

(ii) Indirect Costs: Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

(iii) Travel costs: Based on the Illustrative COIL Calendar in Section C – Statement of Work, provide estimated travel costs for the number of participants and the amount of travel anticipated for the Base performance period. The Option performance periods shall use the same estimates for Participants and the anticipated travel times.

(vi) Other costs (including material): List all other costs not otherwise included in the categories described above (computer and consultant services, packaging and packing, etc.) and provide the basis for pricing.

(v) You must show the relationship between the contract line item costs proposed and the total contract value proposed.

(2) Individual consultants must be proposed as subcontractors and shall follow the guidance above.

(3) Cost proposals shall propose burden rates supporting contractor provided facilities only, the Government will not provide facilities for contractor staff.

(4) Inconsistencies in the proposal between prime and subcontractor hours and rates may be considered a risk to the Government.

(5) Please Note FAR 15.404-4(c)(4)(i) regarding fee. Statutory limitations for cost plus fixed fee contract shall not exceed 10 percent of the contract's estimated costs, excluding fee.

(6) All proposed costs must be adequately supported. The proposal must include sufficient background to show derivation. If the cost proposal cannot be understood, it may result in the entire proposal being found to be unacceptable and thus eliminated from the competition. A total proposed cost and total proposed fee for each performance period and CLIN shall be identified in the cost volume and shall be consistent with the data contained in the technical and cost volumes.

(e) Table Formats.

TABLE I
MATRIX OF CORPORATE ACCOMPLISHMENTS

The matrix must be in the following format. Include a description/discussion of how the task was proposed/accomplished and results of the final performance review.

<u>Period of Performance</u>	<u>Contract Number</u>	<u>Name & Address of Contracting Activity</u>	<u>Current Name & Phone No. of Government Contracting Officer</u>	<u>Contract Value</u>	<u>Rating Assigned By Agency</u>	<u>Description of Task Performed</u>

**TABLE II
MANPOWER UTILIZATION MATRIX**

<u>Offeror Labor Category</u>	<u>Employee Name</u>	<u>Employer</u>	<u>Contingency/Hire Yes/No?</u>	<u>Hours Proposed</u>

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation of Options JUL 1990

M-1 Section M Evaluation Factors for Award

1. Contract Award

- a. Contract award will be made to the Offeror whose combination of technical and costs proposals represents the best value to the Government and is most advantageous, price and other factors considered, and able to be funded with COIL resources. Proposals that are unrealistic in terms of technical commitment or unreasonably low or high in cost will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk involved in the contract requirements and may be grounds for rejection of the proposal.
- b. A deficiency in any evaluated sub-factors may result in the entire proposal being determined unacceptable and thus eliminated from the competition. Strengths and weaknesses of the Offeror's proposal, as well as performance (proposal) risks, which include proposed efforts performed by subcontractors, will be assessed in determining which proposal is most advantageous to the Government. Although cost is not a weighted evaluation factor, its importance will increase with the degree of equality of the proposals. Prospective Offerors are forewarned that a proposal meeting the solicitation requirements with the lowest cost may not be selected if award to a higher cost proposal is determined to be most advantageous to the Government.
- c. In the event an Offeror has no record of relevant past performance or information on past performance is not available, the Offeror will not be evaluated either favorably or unfavorably on past performance. A neutral rating will be assigned to this evaluation factor.

2. Technical Evaluation Factors

- a. The Technical section of the proposal shall demonstrate the Offeror's capability to meet all requirements as described in the Statement of Work, Section C. Technical section of the proposal will be evaluated based on the factors noted below.

Factor 1 – Management Plan/Regional Capabilities

Factor 2 – Corporate Experience

Factor 3 – Key Personnel Qualifications

Factor 4 – Program Monitoring and Reporting Capability

Factor 5 – Past Performance with Similar Programs

- b. The technical factors combined are more important than cost. Of the five technical factors listed: Factor 1 and 2 are of equal value and individually slightly more important than factors 3 or 4. Factors 3 and 4 are of equal value and individually slightly more important than factor 5. Sub-factors listed under each technical factor are of equal importance within the value of the overarching technical factor.

1. Factor 1 – Management Plan/Regional Capabilities –

A) The Offeror shall demonstrate the capacity to mobilize resources immediately and implement activities within a strict timeline to successfully accomplish program objectives and plans.

B) The Offeror's proposal will be evaluated on its ability to provide a comprehensive management plan, which includes a staffing plan, organization chart, and description of office locations, transportation plan, communication arrangements, outline of orientation/briefing material for event participants and other pertinent information. The staffing plan will have a listing of key personnel with position descriptions and will include staffing capability for all COIL participating countries covered in this solicitation.

2. Factor 2 - Corporate Experience

A) The Offeror will be evaluated on its demonstrated ability to manage similar projects reflecting effective planning and staffing and solid IT security practices (such as firewalls and anti-hacking capability).

B) The assessment shall include:

1. Corporate capability to provide adequate and quality resources to support the Statement of Work
2. Duration of experience managing similar efforts contained in the Statement of Work
3. Similarity of managed projects
4. Successful management of similar projects
5. Review of the offeror's ability to perform the Statement of Work tasks in COIL program participating countries (including possession/ability to gain possession of any relevant country registration, if required).

3. Factor 3 - Key Personnel Qualifications

A) The Offeror's proposal will be evaluated based on the qualifications of the proposed key personnel, to include, as a minimum, primary Offeror's Executive Officer responsible for the COIL program, the Program Manager (United States) and Specialist (Overseas), as represented in the submitted resumes. Resumes should highlight information regarding past supervisory responsibilities for all proposed key personnel. The assessment for all key personnel shall be based on:

1. Relevant education and work experience including international posts or positions to successfully fulfill contract requirements; and

2. Proficient language skills.
3. Sufficient quantity of hours and personnel proposed to support all work defined in the solicitation as addressed in the proposal.

4. Factor 4 - Program Monitoring and Reporting Capability
 - A) The Offeror's proposal will be evaluated for the overall quality and soundness demonstrated in maintaining and delivering substantive program documents in a timely manner and
 - B) The Offeror's ability to regularly and comprehensively monitor and report on program flow, follow-on activities such as tracking alumni/alumni results and data, and other relevant programmatic information in countries with changing political climates.

5. Factor 5 - Past Performance with Similar Programs
 - A). The Offeror will provide evidence of work for government or other clients on similar projects of size and complexity in all or most of the current participating COIL countries. The Offeror will provide at list three reference contracts, including names, titles and current phone numbers of client, as well as approximate dollar amount, level of staffing and duration of the relevant projects that are submitted for evaluation. Past performance of the Offeror's participating divisions and proposed subcontracts will be considered in this review. In conducting the past performance assessment, the Government may use data obtained from other sources as well as the data provided in the Offeror's proposal. The Offeror's proposal will be evaluated based on relevance, currency, the evidence of providing quality products and services and the demonstrated ability to meet all administrative, scheduling and logistical responsibilities, and meeting proposed contract costs.

3. Cost Assessment

A cost realism analysis and cost reasonableness assessment will be used to determine what the Government should realistically expect to pay for the proposed effort based on the technical proposal submission. In particular, this evaluation may include consideration of actual salaries being paid for similar work under other contracts, audit information, or evaluation of compensation for similarly skilled professional employees.

4. Rejection of Proposals

COIL also reserves the right to reject any or all proposals received and/or request clarification of proposals. COIL reserves the right to determine a competitive range for negotiation based upon the technical and cost acceptability of proposals. In addition, COIL reserves the right to award a contract without discussions.