

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 40 PAGES
2. CONTRACT NUMBER TIB-2007-C-002	3. SOLICITATION NUMBER TIB-2006-R-002	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY FEDERAL RETIREMENT THRIFT INVESTMENT BOARD 1250 H STREET N.W., SUITE 200 WASHINGTON, DC 20005			CODE	8. ADDRESS OFFER TO (If other than Item 7) SAME AS BLOCK 7		

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

SOLICITATION

8. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BLOCK 7 until 03:30 local time 3/23/2006
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Robert Battersby	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS RBATTER@TSP.GOV
		AREA CODE 202	NUMBER 942-1693	EXT.

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
•	A	SOLICITATION/CONTRACT FORM	1	•	I	CONTRACT CLAUSES	17-22
•	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
•	C	DESCRIPTION/SPECS./WORK STATEMENT	2-11	•	J	LIST OF ATTACHMENTS	22
•	D	PACKAGING AND MARKING	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
•	E	INSPECTION AND ACCEPTANCE	11	•	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	23-26
•	F	DELIVERIES OR PERFORMANCE	11	•	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	26-30
•	G	CONTRACT ADMINISTRATION DATA	12-14	•	M	EVALUATION FACTORS FOR AWARD	30-33
•	H	SPECIAL CONTRACT REQUIREMENTS	14-17				

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR SI International, Inc. 12012 Sunset Hills Rd, Suite 800 Reston, VA 20190	CODE	FACILITY	18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Melissa R. Amdahl Sr Contract Administrator
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. (b)(6)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE (b)(6)
			18. OFFER DATE 3/23/06

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED All	20. AMOUNT \$15,875,964.80	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM
24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE See Block 7	

26. NAME OF CONTRACTING OFFICER (Type or print) Robert J. Battersby	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE 3/23/2007
--	--	-----------------------------

**REQUEST FOR PROPOSAL FOR MAIL HANDLING, IMAGING, DATA
ENTRY, and ASSOCIATED SERVICES**

Section B - Supplies or Services and Prices/Costs

The services listed in Section C below of this contract are priced based on two base years and two two-year options. The contractor shall insert prices below for each period of performance listed.

Base Years 1 & 2	
0001 Labor Cost	(b)(4)
0002 Equipment Cost	(b)(4)
0003 Fee	(b)(4)
Total Base Years Cost and Fee	<u>\$5,237,009.74</u>

Option Years 3 & 4	
0001 Labor Cost	(b)(4)
0002 Equipment Cost	(b)(4)
0003 Fee	(b)(4)
Total Option Years 3 & 4 Costs and Fee	<u>\$5,354,289.23</u>

Option Years 5 & 6	
0001 Labor Cost	(b)(4)
0002 Equipment Cost	(b)(4)
0003 Fee	(b)(4)
Total Option Years 5 & 6 Costs and Fee	<u>\$5,284,665.83</u>

Total (Base Years and All Option Years including fee) \$15,875,964.80

B.2 TRAVEL. Estimated travel expenses shall be shown separately. Travel expenses for contractor personnel must have prior Agency approval and will be reimbursed in accordance with FAR 31.205-46, Travel Costs, and in accordance with the Federal Travel Regulations at 41 C.F.R. Part 301.

Section C - Description/Specifications/Work Statement

C.1 Introduction:

The Federal Retirement Thrift Investment Board (Agency) seeks the services of a provider capable of the following services and support: receiving, opening, date-stamping, sorting and forwarding incoming mail and facsimile documents; scanning incoming documents, indexing and data entry; reviewing and determining appropriate action for selected benefit requests; reviewing and mailing selected notices generated by the workflow system or through manual input; and maintaining electronic archives of all scanned documents.

The Agency uses the Sungard Workflow Solutions' PowerImage workflow management application, in conjunction with RightFax (for facsimile functionality) and AnyDoc (for key from image functionality). The workflow solution is integrated into the Agency's record keeping system as well as peripheral systems (e.g., the application used by the

Agency's call centers). The contractor selected under this RFP shall be expected to maintain the workflow application and coordinate its integration and use by Agency staff and other contractor personnel.

C.2 Background:

The Federal Retirement Thrift Investment Board administers the Thrift Savings Plan (TSP) for Federal employees. The TSP was created by the Federal Employees' Retirement System Act of 1986, codified primarily at 5 U.S.C. § 8351 and §§ 8401-8479. The TSP is a retirement savings and investment plan for Federal civilian employees and members of the uniformed services that offers its participants the same type of savings and tax benefits that are offered under private sector 401(k) plans. The TSP has over 3.5 million participants located in the United States and around the world, and TSP assets are valued at over \$167 billion.

The Agency processes (on average) approximately 55,000 pieces of incoming mail and approximately 40,000 incoming fax images each month. Contents of incoming mail may range from routine correspondence and benefit request forms to important legal documents and checks. The Agency has an existing toll-free fax number for participants to use and expects, as part of this RFP, to establish a separate fax capability for overseas participants who may not be able to use the toll-free service. In general, faxes are entered electronically into the PowerImage workflow application and must be reviewed and distributed electronically. Specific volumes associated with scanning and data entry activities will be discussed later in this document.

C.3 Purpose: This initiative is intended to achieve the following Agency technical, management, cost, and risk mitigation objectives:

- a. Improved mailroom, imaging, and data entry throughput, including potential expansion/improvement of optical character recognition processing;
- b. Improved workflow management;
- c. Increased efficiency;
- d. Reduced mailroom, imaging, data entry and associated costs;
- e. Common (documented) workflow methodologies and process controls;
- f. Establish management and technical expertise;
- g. Ensure security and privacy of Agency and participant data;
- h. Robust facility and equipment capacities in support of requirements;
- i. Effective management reporting capabilities;
- j. Business continuity and disaster recovery capabilities, and
- k. Implementation of uniform, established quality control procedures.

C.4 Scope: The contractor shall provide services for the Thrift Savings Plan in accordance with the requirements stated herein.

- 1) **Facility:** All services shall be performed at the contractor's facility. The contractor shall provide a modern state-of-the-art facility, and shall maintain, or have access to at least one other geographically distinct facility capable of supporting the requirements of this SOW in the event of a disaster or major outage that disables all or part of the primary site.

2) Mail and Facsimile ("fax") Handling Services

a) The Agency receives approximately 55,000 pieces of incoming mail and approximately 40,000 faxes each month from TSP participants, their beneficiaries, or other third parties. Incoming mail and faxes generally consist of documents relating to the administration of the Plan by Federal agencies and components of the uniformed services, and requests for benefits or services from plan participants, beneficiaries, and others. Incoming mail and faxes include, but are not limited to:

- i) Contribution allocation change and interfund transfer requests;
- ii) Requests to change names, addresses, and other personal information;
- iii) Applications for loans, including subsequent documentation such as loan agreements and supporting documentation;
- iv) Correspondence;
- v) Requests for rollovers and transfers of funds into the TSP;
- vi) Withdrawal requests and associated documentation;
- vii) Legal documents, e.g., retirement benefit court orders, legal process orders, guardianship/conservatorships, powers of attorney, requests for spousal consent waivers, tax levies, and bankruptcy notices;
- viii) Account information requests;
- ix) Designations of beneficiaries, and applications for death benefits and related documentation;
- x) Requests for TSP forms and publications;
- xi) Agency notifications of participant status; and
- xii) Other business transactions that are necessary to administer and maintain individual TSP accounts.

b) No minimum piece count will be required, as amounts may vary on a daily basis.

c) Services required for this component of the statement of work include, but are not limited to:

i) Receive, open, and sort incoming mail and facsimile documents.

(1) The contractor shall be responsible for procuring, maintaining, and replacing all automated/manual equipment used for processing all incoming and any outgoing mail.

(2) To ensure proper receipt of mail, the Contractor will, at the Agency's discretion, be responsible for coordinating the establishment of new and/or renewal of existing post office boxes in accordance with the needs of the Agency.

(3) The contractor shall be responsible for procuring, installing, and maintaining state-of-the-art facsimile and associated telecommunications lines capable of handling the current workload and reasonable workload increases. Facsimile access shall be 24/7, with an availability metric of 99.95%.

(4) The contractor shall be responsible for envelope opening, content extraction (removing documents from the envelopes), extraction verification (verifying that no contents remain in the envelopes after initial extraction), and content reunite (ensures accurate processing by reuniting the contents of the envelope should there be an unsuccessful extraction due to excess glue or contents stuck under the envelope flap, or pieces taped to the envelope). All incoming mail must be date stamped on the first page upon receipt.

(5) Sorting and disposition of opened mail, including:

- (a) Forwarding of contents to appropriate location/department (e.g. scanning, manual handling, accounting, lock box); and
- (b) Returned mail processing.

(6) The contractor shall be responsible for sorting and forwarding faxes to the appropriate work queues. This may entail disposition of partial or incomplete faxes or splitting faxes into multiple queues depending upon content. The contractor will handle as mail (above) those faxes that are not electronically entered into the workflow system.

3) Outgoing Mail

- a) As required, the contractor shall process return of original legal documents (e.g., birth certificates) after imaging. Documents to be returned shall be postmarked and mailed to the originator (dropped at Post Office) no later than three (3) business days after imaging (excluding Saturdays, Sundays, and Federal holidays). All documents must be imaged within two (2) days of receipt (excluding Saturdays, Sundays, and Federal holidays).
- b) All postage costs shall be handled as a pass-through, with no additional overhead charges added. At the Agency's discretion, the contractor will be responsible for obtaining appropriate postal permits and providing accurate estimates of anticipated postage costs such that postal permits can be funded in a timely manner.
- c) If required by USPS, contractor must provide digital postage metering equipment in compliance with current Federal USPS mandates requiring digital printing technology (USPS. Meter Migration Initiative for 2006).
- d) Outgoing mail will include both domestic and foreign addressees.

4) Document Management

- a) Scanning and indexing - The Agency receives, on average, approximately 98,000 documents per month that require imaging (unless they were received via fax), indexing, and processing.

As indicated above, these documents vary in nature. All documents must be electronically imaged, indexed, and stored in an electronic database such that they can be stored safely and retrieved readily. In some cases, original documents must be returned to the originator after processing.

- i) To accomplish the tasks of scanning, indexing and data entry, as well as overall workflow management, the Agency has implemented PowerImage, a robust enterprise workflow management system that captures vital customer information as it enters the workplace and automates workflow. Use of this architecture is mandatory.
 - ii) The Agency will provide funding for and hold software licensing and maintenance agreements to support PowerImage. The contractor shall provide necessary front-end hardware (servers, workstations, scanners, printers, fax machines, etc.) and personnel skilled in its use, along with local and wide area network connectivity and support, and any necessary training. The contractor shall coordinate with the Agency to ensure all hardware and software is both secure and maintained at the appropriate service and release levels. Software and hardware support for any equipment located at the contractor's location shall be the responsibility of the contractor.
 - iii) The general business processes designed for this task are outlined in detail in the computer-based training (CBT) CD entitled "PI CBT Version 1.0" (Available upon request). The offeror should review this CBT prior to submission of a proposal to ensure it develops a comprehensive understanding of the processes. The "Researching in PI" component of this CBT addresses the method for reviewing forms history and gathering information that may be necessary to determine the proper disposition of forms that may have been improperly processed or require reprocessing because of changes in the participant's status.
 - iv) Storage/Destruction: The contractor shall securely store (non-returnable) paper documents in a retrievable fashion for a period of 60 days after receipt and then shred and dispose of the documents in a secure manner.
 - v) The contractor shall complete the daily incoming volume no later than two (2) business days of initial receipt. Turnaround time does not include weekends and Federal holidays.
- 5) Data Entry - The PowerImage data entry process enters task data using OCR/ICR that the operators can verify/correct or direct keying from the image. TSP uses the AnyDoc Key From Image (KFI) application for data entry.
- a) Most forms require only one data entry step. However, some include a second step for the review of documentation for acceptability based on criteria provided by the Agency (e.g., residential loans require the review of participant-submitted

documentation to ensure that the money will be used for the purchase of a primary residence) or a review of the form if the data entry operator cannot process it. The workflow application also includes other processing steps that may apply (e.g., a form may be suspended after data entry awaiting further documentation).

i) The general workflow process for data entry includes (specific process is included in CBT):

- (1) Scan documents into system and sort into appropriate work queues.
- (2) Index with the participant's Social Security number (procedures exist for situations where the SSN is not provided).
- (3) The system imports the images into AnyDoc/KFI system for data entry.

ii) Data entry is performed by queue; appropriate review steps must be completed. The system provides for on-line edits, which prompt the data entry person to ensure correct keying as well as indicate erroneous data on the form.

iii) If the form passes the on-line edits, the data is used to construct transactions to be posted to OMNIPlus (the Agency's record keeping system), i.e., the request is processed. The transaction is automatically closed (completed) in PowerImage after it is processed in OMNIPlus.

iv) If the task cannot be completed because the form fails the edit process, a reject notice is automatically generated by the PowerImage application, and the task is closed (completed). (These notices will be mailed by another vendor as part of the overall out-going mail process for the Plan.)

b) Once a document has been stored in an image format, it cannot be changed or modified, but new or subsequent documents or notes may need to be appended to the original document, with the ID of the operator adding it.

c) The contractor shall complete all data entry no later than two (2) business days of receipt (including mail receipt, handling, scanning, and indexing). Turnaround time does not include weekends and Federal holidays.

6) Associated Services

a) Special action queues

i) In some cases, the form or request cannot be processed or may need special handling (e.g., a designation of beneficiary form may be received before an account is established, a civilian participant may have submitted the form to be used only by uniformed services personnel, or the person scanning the item may identify it as needing special review). In other cases, using electronic e-forms, the TSP call center

participant service representatives may request that a form be reprocessed.

- ii) Work queues have been established for these special action situations. The contractor will be expected to review the forms in question and take the appropriate action to complete the task. This may result in the re-routing of the task to another queue for processing or the manual preparation of a notice to the participant explaining why the form cannot be processed. (The Agency will provide guidance for these work queues and templates for notices.)

b) Research

- i) In addition to the PowerImage application, the contractor will also have access to the TSP's Participant Service Representative application which provides additional information that may be of assistance in researching problems and determining the appropriate action to be taken.

7) Administration

- a) The contractor will be responsible for the administration of the PowerImage system. Tasks include the establishment and configuration of work queues, providing access rights to the queues to ensure proper work load balancing, reviewing the queues to ensure that work is being processed timely, developing queries and reports at the request of the Agency to address processing concerns, etc.
- b) The contractor shall also be responsible for coordinating activities with and/or changes to the PowerImage or Key From Image applications with the TSP record keeping system (OMNIPlus) and its peripheral systems. This may include ensuring that data flowing between the systems is accurate and timely, testing and acceptance of new releases, the addition of new forms, edits, notices, and processes, and the integration of new technology to improve the overall functionality of the applications.

8) Security

- a) Protection of participants' personal information is of paramount importance, and a central element of the Agency's mission. Accordingly, the contractor shall prepare and deliver (no later than 45 calendar days after contract award) a comprehensive physical and data security plan that ensures the technical and physical safeguarding of both Agency and participant/beneficiary information, and identifies precautions to be taken to protect against the misuse of information. At a minimum, issues addressed by this plan shall include:
 - i) Physical security,
 - ii) Data security,
 - iii) Intrusion detection and monitoring,
 - iv) Virus protection,
 - v) Communications security,
 - vi) Insider threats, and

vii) Identity theft.

9) Metrics

- a) Contractor shall propose a comprehensive set of metrics (and associated performance objectives), based on commercial best practices, to be reported on a regular basis (to be determined at time of award), that demonstrate the quality and efficiency with which all elements/services of the statement of work are delivered.
- b) The contractor shall deliver a metrics collection and reporting plan no later than 30 calendar days of contract award. The plan should use the reports and reporting capabilities included in the PowerImage application as well as external reporting mechanisms. The Agency uses the PowerImage executive dashboard to monitor and assess the workflows through the system.

10) Quality Assurance/Quality Control

- a) The contractor shall be responsible for developing and documenting a Quality Assurance/Quality Control (QA/QC) program covering all elements of this statement of work. The purposes of the QA/QC program are to:
 - i) Generate high levels of customer satisfaction from our participants, thereby increasing satisfaction with our service (e.g., by ensuring timely processing of forms and minimal data entry keying errors);
 - ii) Ensure consistent service delivery through the establishment and publication of Standard Operating Procedures (SOP);
 - iii) Identify participant needs and how to best fulfill those needs (e.g., suggestions for forms redesign to reduce the errors participants make in completing a form); and
 - iv) Identify ways to continuously improve the service being provided.
- b) The documented QA/QC plan (and associated SOPs) shall be delivered to the COTR no later than 60 calendar days from contract award. The QA/QC plan should include a combination of:
 - i) Walkthroughs - Formal or informal structured procedure walkthroughs used for orientation, examining promising ideas, identifying defects or errors, and improving products at any stage in the process.
 - ii) Reviews - An independent evaluation of an activity or process to assess compliance with established criteria or guidance or to examine products or processes against quality factors. The review may use checklists, interviews, and meetings as well as review of operator performance, error rates, or other operational metrics.
 - iii) Audits - An independent examination of a work product or process to determine compliance with specifications, standards, contractual agreements, or other pre-established criteria.

iv) Evaluations - An evaluation activity that examines products/services to determine compliance with the Agency's requirements.

v) Process improvement - A process improvement program designed to reduce the error rate in a process, to improve timeliness, to reduce the need for forms reprocessing, etc.

11) Accountability and Reporting

- a) Contractor shall ensure that proper levels of security are maintained in all processes. As incoming mail and documents generally contain personal information, the contractor shall have a plan and procedures in place to safeguard participant information and protect against identity theft. The contractor shall keep Agency data and materials physically separated from that of other clients. The contractor shall include appropriate background checks to ensure personnel involved in handling mail and participant documents have no criminal history or history of financial problems. The contractor shall immediately advise the Agency COTR of any actual or potential breach of security or compromise of participant account or identity information.
- b) The contractor will ensure that all checks, money orders, drafts, or cash are protected from theft, including the use of a safe for storage. Although the Agency has established a lockbox for the receipt of loan payments and a special post office box for the handling of rollover checks into the TSP (the handling of which is not covered by this RFP), the contractor may receive money or checks in the general mail. Accordingly, the contractor should establish specific procedures for handling these situations.
- c) The contractor shall propose methodology, frequency and content for reporting and invoicing using commercial best practices as a guide. Reports should be accessible via secure internet connection, detailed in nature, and reflect real-time statistics relating to production and turnaround service levels, as well as historical data and projected trends. As indicated above, the contractor shall use the reporting capabilities of the PowerImage application as supplemented by the contractor's own products.
- d) The contractor shall identify an account manager and/or account management team, along with processes for ensuring open and regular communication between the Agency and the contractor to ensure prompt reporting of anomalies and other contract activities.

12) Business Continuity Plan

- a) The Contractor shall prepare and deliver (no later than 60 calendar days from contract award) a Business Continuity Plan (BCP) that ensures minimal disruption (less than 24 hours) to Agency services in the event of a disaster or power outage. At a minimum, the BCP shall:
 - i) Define what systems/processes are critical to Agency support,
 - ii) Outline responsibilities related to business continuity planning and implementation, and

- iii) Provide guidelines for the development, testing, maintenance, and implementation of specific business resumption plans (BRPs).

Section D - Packaging and Marking

Not applicable.

Section E - Inspection and Acceptance

E.1. 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 address:

<http://www.acqnet.gov/far/>

- 52.246-3 Inspection of Supplies- Cost-Reimbursement (May 2001)
52.246-5 Inspection of Services- Cost-Reimbursement (Apr 1984)

Section F - Deliveries or Performance

F.1. BASE PERIOD OF PERFORMANCE

The base period of performance of this contract is two (2) years from contract award.

F.2. OPTIONAL PERIODS OF PERFORMANCE

a. This contract has a provision for two (2) two-year option periods after the expiration of the base period of performance identified in F.1, above. The options are unilaterally exercisable by the Contracting Officer by written modification of the contract.

b. The Contracting Officer will exercise an option by giving written notice to the Contractor of the Agency's intention to exercise the option at least 30 calendar days prior to the expiration date of the contract or of the previous option period, as appropriate. In the event that the Agency exercises the option, all terms and conditions of the contract will remain the same.

F.3. 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 address:

<http://www.acqnet.gov/far/>

- 52.242-15 Stop-Work Order (Aug 1989) Alternate I (Apr 1984)

Section G- Contract Administration Data

G.1. CONTRACTUAL INFORMATION

Contractual interpretation and assistance may be obtained by contacting:

Federal Retirement Thrift Investment Board
1250 H Street, N.W., Suite 200
Washington, DC 20005-3952

Attn: Robert Battersby
Phone: (202) 942-1693
E-Mail: RBATTER@tsp.gov

G.2. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- a. The Contracting Officer hereby designates the below named individual as the Contracting Officer's Technical Representative (COTR).

Name: Susan Peine
Address: Federal Retirement Thrift Investment Board
1250 H Street, N.W., Suite 200
Washington, DC 20005-3952
Phone: 202-942-1482

- b. The COTR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Agency unless formalized by proper contractual documents executed by the Contracting Officer. The COTR is responsible for:

1. Monitoring the Contractor's progress, including the surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements;
2. Interpreting the scope of work;
3. Performing inspections and acceptances required by this contract; and,
4. Assisting the Contractor in the resolution of technical problems encountered during the performance of the contract.

- c. The Contracting Officer is responsible for directing any changes in the terms, conditions, or amounts cited in the contract.

- d. In order for the Contractor to rely upon guidance from the COTR, the guidance must:

1. Be consistent with the description of work set forth in the contract;

2. Not constitute new assignments of work or a change to the expressed terms, conditions, or specifications incorporated into the contract;
 3. Not constitute a basis for an extension to the period of performance or contract delivery schedule; and,
 4. Not constitute a basis for any increase in the contract cost.
- e. The COTR may be changed by the Agency at any time without prior notice to the Contractor. Written notice to the Contractor will be given by the Contracting Officer to effect any change in COTR.
- f. If in the opinion of the Contractor, any instruction or direction issued by the COTR is not provided for in any of the provisions of the Contract, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his/her opinion, the technical direction is within the scope of this clause and does not constitute a change under the Changes Clause of the contract. The Contractor shall thereupon proceed immediately with the direction given.
- g. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause titled "Disputes."

G.3. SUBMISSION OF INVOICES

Invoices submitted for payment shall conform to the following requirements:

- a. All invoices must contain contractor's EIN number.
- b. All invoices must contain a "remit to" address.
- c. All invoices must contain sufficiently detailed information to identify and justify the amounts submitted for payment. For material such information shall include priced, quantified lists of all material, parts, and equipment provided and applicable material overheads. For labor such information shall identify all labor categories used, include hours and wage rates for labor categories used, and applicable fringe benefits and overheads. General and Administrative costs (G&A) and profit shall also be identified.
- d. Submit all invoices to:

Federal Retirement Thrift Investment Board
1250 H Street, N.W., Suite 200
Washington, DC 20005-3952

contract. In the event any individual on the list of key personnel is to be removed or diverted from this contract, the Contractor must (1) notify the Contracting Officer; (2) supply written justification as to why the individual(s) is being removed or diverted; and, (3) provide resume of the proposed substitute or replacement including the education, work experience, etc., of each new person for Agency approval. All notifications and other information must be submitted to the Contracting Officer at least 14 calendar days in advance of the action.

The Contractor must not, under any circumstances, remove or divert key personnel unless prior written authorization has been granted by the Contracting Officer. The person replacing the key person must have the same or higher qualifications and experience as the person replaced.

H.4. REIMBURSEMENT OF TRAVEL EXPENSES

Travel expenses incurred under this contract and invoiced may not exceed the applicable Federal Travel Regulations.

H.5. CONFIDENTIAL INFORMATION

All information received by the contractor as a result of performance of this contract is confidential and is subject to the Privacy Act. The Contractor and contractor personnel shall maintain this information in strict confidence and shall not disclose this information, or any information obtained as the result of its performance of this contract, to any person or entity, other than employees or bonafide contractors of the Federal Retirement Thrift Investment Board, without the prior written approval of the Agency.

The contractor and contractor personnel shall not disclose this information to any person or entity or otherwise make any improper use of this information during or after the performance period of this contract. The contractor and contractor personnel shall maintain this information in strict confidence and shall make no changes to the information except as necessary in the performance of the contract. The contractor and contractor personnel and their successors are prohibited forever from using this information for their personal or business gain, personally or for another, directly or indirectly, without prior written approval of the Agency. This provision, or a provision with an identical effect, shall be placed in any subcontracts.

H.6. DISPUTES (JULY 2002)

(a) Reserved.

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding

\$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Federal Retirement Thrift Investment Board (Agency) against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d) (2) (iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Agency is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor requests reconsideration by the Executive Director (or designee), the decision on which shall be final.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Agency shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the perfected claim. Simple interest on claims shall

be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

H.7. SUBMISSION OF FINANCIAL STATEMENTS

1. Financial statements shall be submitted to the Contracting Officer's Technical Representative on a quarterly basis.

2. Financial statements submitted to the Agency must be audited or reviewed and prepared on the accrual basis of accounting by an independent certified public accountant licensed by the state of incorporation to perform such services. If the contractor is required by federal or state law to submit audited financial statements, the contractor is required also to submit audited financial statements to the Agency. Otherwise, the contractor may submit reviewed financial statements to the Agency. Audited or reviewed financial statements are to be prepared in accordance with generally accepted accounting principles (GAAP). The format of the financial statements must comply with generally accepted accounting principles. Balance sheets, income statements, a statement of retained earnings, supporting schedules and notes, and the opinion of the independent auditor must accompany the financial statement. The balance sheet must, at a minimum, break down current assets, fixed assets, other assets (if appropriate), current liabilities, long-term liabilities, and equity (or appropriate nonprofit categories), a statement of cash flows, and appropriate accounting notes. If a contractor is organized as a corporation and the corporation is part of a consolidated group, supplemental data must be included showing a breakout of all corporate subsidiaries including a balance sheet and income statement for the individual contractors.

3. Most recent financial statements are to be submitted with the proposal.

Section I - Contract Clauses

52.215-19 Notification of Ownership Changes.

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Contracting Officer (CO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the CO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52-222-39 Notification of Employee Rights Concerning
Payment of Union Dues or Fees.

a) *Definition.* As used in this clause—

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of

its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.252-2 Clauses Incorporated by Reference.

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

<http://www.acgnet.gov/far/>

- 52.202-1 Definitions. (Jul 2004)
- 52.203-3 Gratuities. (Apr 1984)
- 52.203-5 Covenant Against Contingent Fees. (Apr 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government. (Jul 1995)
- 52.203-7 Anti-Kickback Procedures. (Jul 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (Jan 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (Jan 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (Jun 2003)
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper. (Aug 2000)
- 52.204-7 Central Contractor Registration. (Oct 2003)
- 52.207-3 Right of First Refusal of Employment. (Nov 1991)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jan 2005)
- 52.215-2 Audit and Records- Negotiation. (Jun 1999)
- 52.215-10 Price Reduction for Defective Cost or Pricing Data. (Oct 1997)
- 52.215-11 Price Reduction for Defective Cost or Pricing Data- Modifications. (Oct 1997)

52.215-12 Subcontractor Cost or Pricing Data. (Oct 1997)
 52.215-13 Subcontractor Cost or Pricing Data-Modifications.
 (Oct 1997)
 52.215-14 Integrity of Unit Prices. (Oct 1997)
 52.215-15 Pension Adjustments and Asset Reversions. (Oct 2004)
 52.215-18 Reversion or Adjustment of Plans for Postretirement
 Benefits (PRB) Other Than Pensions. (Oct 1997)
 52.215-21 Requirements for Cost or Pricing Data or Information Other
 Than Cost or Pricing Data-Modifications. (Oct 1997)
 52.216-7 Allowable Cost and Payment. (Dec 2002)
 52.216-8 Fixed Fee. (Mar 1997)
 52.217-8 Option to Extend Services. (Nov 1999)
 52.217-9 Option to Extend the Term of the Contract. (Mar 2000)
 52.222-1 Notice to the Government of Labor Disputes. (Feb 1997)
 52.222-2 Payment for Overtime Premiums. (Jul 1990)
 52.222-3 Convict Labor. (Jun 2003)
 52.222-21 Prohibition of Segregated Facilities. (Feb 1999)
 52.222-26 Equal Opportunity. (Apr 2002)
 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans
 of the Vietnam Era, and Other Eligible Veterans. (Dec 2001)
 52.222-36 Affirmative Action for Workers with Disabilities.
 (Jun 1998)
 52.222-37 Employment Reports on Special Disabled Veterans, Veterans
 of the Vietnam Era, and Other Eligible Veterans. (Dec 2001)
 52.223-6 Drug-Free Workplace. (May 2001)
 52.223-14 Toxic Chemical Release Reporting. (Aug 2003)
 52.224-1 Privacy Act Notification. (Apr 1984)
 52.224-2 Privacy Act. (Apr 1984)
 52.225-1 Buy American Act-Supplies. (Jun 2003)
 52.225-13 Restrictions on Certain Foreign Purchases. (Dec 2003)
 52.227-3 Patent Indemnity. (Apr 1984)
 52.227-14 Rights in Data-General. (Jun 1987)
 52.227-17 Rights in Data-Special. (Jun 1987)
 52.227-18 Rights in Data-Existing Works. (Jun 1987)
 52.227-23 Rights to Proposal Data (Technical). (Jun 1987)
 52.228-7 Insurance-Liability to Third Persons. (Mar 1996)
 52.229-10 State of New Mexico Gross Receipts and Compensating Tax.
 (Apr 2003)
 52.230-2 Cost Accounting Standards. (Apr 1998)
 52.230-3 Disclosure and Consistency of Cost Accounting Practices.
 (Apr 1998)
 52.230-6 Administration of Cost Accounting Standards. (Nov 1999)
 52.232-9 Limitation on Withholding of Payments. (Apr 1984)
 52.232-17 Interest. (Jun 1996)
 52.232-20 Limitation of Cost. (Apr 1984)
 52.232-23 Assignment of Claims. (Jan 1986)
 52.232-25 Prompt Payment. (Oct 2003) *Alternate I (Feb 2002)*
 52.232-33 Payment by Electronic Funds Transfer-Central Contractor
 Registration. (Oct 03)
 52.233-3 Protest after Award. (Aug 1996) *Alternate I (Jun 1985)*
 52.233-4 Applicable Law for Branch of Contract Claim. (Oct 2004)
 52.237-3 Continuity of Services. (Jan 1991)
 52.239-1 Privacy or Security Safeguards. (Aug 1996)
 52.242-1 Notice of Intent to Disallow Costs. (Apr 1984)
 52.242-3 Penalties for Unallowable Costs. (May 2001)
 52.242-4 Certification of Final Indirect Costs. (Jan 1997)

52.242-10 F.o.b. Origin-Government Bills of Lading or Prepaid Postage. (Apr 1984)
52.242-11 F.o.b. Origin-Government Bills of Lading or Indicia Mail. (Feb 1993)
52.242-13 Bankruptcy. (Jul 1995) Alternate II (Apr 1984)
52.244-2 Subcontracts. (Aug 1998) Alternate II (Aug 1998)
52.244-5 Competition in Subcontracting. (Dec 1996)
52.244-6 Subcontracts for Commercial Items. (Dec 2004)
52.245-5 Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contract). (May 2004)
52.246-25 Limitation of Liability-Services. (Feb 1997)
52.249-6 Termination (Cost-Reimbursement). (May 2004)
52.249-14 Excusable Delays. (Apr 1984)
52.251.1 Government Supply Sources. (Apr 1984)
52.253-1 Computer Generated Forms. (Jan 1991)

Section J - List of Attachments

Attachment A - QUESTIONNAIRE FOR Incoming mail, Imaging and Data Entry services
Attachment B - Agency Incoming Mail, , and Data Entry Sample Process Flow