General Services Administration

Federal Acquisition Service
Technology Transformation Services
18F and Office of Acquisitions
1800 F St. NW | Washington, DC | 20405

Assisted Acquisition on Behalf of the Office of Family Assistance
TANF Data Reporting System (TDRS) Software Development Services

Request for Quote

From:	Brian Burns, Contracting Officer (CO), General Services Administration (GSA), Central Office, Office of Acquisitions
Issued for:	GSA, FAS, Technology Transformation Services (TTS), 18F
Subject:	Request for Quotation (RFQ)
Date:	February 5, 2020
Set-aside:	Total Small Business
Contract vehicles:	GSA Schedule Schedule IT 70; SINs 132 51 (information technology professional services) and 132 34 (software maintenance services).
	All clauses, terms and conditions of the schedule holder's contract apply / flow down to this solicitation and resultant task order contract. In the event of a conflict between the schedule contract and an order, the terms and conditions of the schedule contract prevail.

Deadlines and response formats

Item	Date responses due	Format
RFQ Questions and Answers	MONTH DD, 2020 at noon, eastern	Google Form (see section X for details)
Technical Volume	MONTH DD, 2020 at noon, eastern	Google Form and Google Document (see section X for details)

| Pricing Sheet | MONTH DD, 2020 at noon, eastern | Excel Spreadsheet (see section X for details) |

Government Point of Contact	
Contracting Officer	*Brian Burns*
Contracting Office	*General Services Administration, Federal Acquisition Service, Technology Transformation Services, Office of Acquisition*
Email	*brian.burns@gsa.gov*
Correspondence	*Any emails related to this RFQ shall use the email subject heading "RFQ12345 - [Vendor's Name]"*

Important Dates, Times, and Posting Information	
RFQ Posting Date	*TBD*
RFQ Closing Date	*TBD*
RFQ Posting Location	
Questions Due:	*TBD*
How to Submit Questions	*Email to the Contracting Officer*
Response to Questions Est. Return Date	*TBD*
Posting Location for Answers	
Communications During RFQ Posting	*The only method by which any terms and conditions of this RFQ may be changed is by a formal amendment generated by*

1.0   Purpose and Background

1.1   Purpose

In fiscal year 2020, the Office of Family Assistance (OFA) within the Administration for Children and Families (ACF) entered into an interagency agreement with 18F within the Technology Transformation Service (TTS) to provide assisted acquisition services for the procurement of software development services in support of the TANF Data Reporting System (TDRS). OFA is seeking a contractor to assist with TDRS improvements and enhancements. 18F will award and administer the resultant contract on behalf of OFA. 18F will provide procurement and technical support to OFA for the life of the contract.

1.2   Background

The General Services Administration's (GSA) Technology Transformation Services (TTS) applies modern methodologies and technologies to improve the public's experience with Government by helping agencies make their services more accessible, efficient, effective, and by providing services that exemplify these values.

The Office of Family Assistance (OFA) has entered into an interagency agreement (IAA) with TTS for assisted acquisition services. TTS will acquire the services requested in this solicitation on behalf of OFA and administer the contract in post award.

The Office of Family Assistance (OFA) within the Administration for Children and Families (ACF) administers the Temporary Assistance for Needy Families (TANF) program on behalf of the Department of Health and Human Services (HHS). Since 1996, the TANF program has served as one of the nation's primary economic security and stability programs for low-income families with children. TANF is a block grant that provides $16.6 billion annually to states, territories, the District of Columbia, and federally-recognized Indian tribes. These TANF jurisdictions use federal TANF funds to provide income support as well as a wide range of services to vulnerable families with minor children.

As part of oversight and administration of the TANF Program, OFA operates the TANF Data Reporting System (TDRS).

OFA's state, territory, and tribal TANF grantees submit data to TDRS that they are legislatively-mandated to report. OFA then aggregates the data and uses it for descriptive analyses and program accountability, most notably through the work participation rate calculations.

The existing system was developed in the late 1990s using late 80s technology, possibly with some updates rolled in later on.

The states, territories, the District of Columbia, and federally-recognized Indian tribes generally input their data in one of several ways:

- using a legacy tool (ftanf.exe) that exports files in a special text format (information about the format of the incoming data can be found here: https://www.acf.hhs.gov/ofa/resource/tanfedit/index#transmission-file-header);
- using their own software to export the data in this format; or
- emailing their data to an OFA staff member to be input for them.

The data is then uploaded using SFTP into a system which then periodically attempts to process the data and import it into the database which the OFA staff uses for analysis. OFA staff accesses the data via direct read-only SQL queries using tools like python, Jupyter Notebooks, and SAS.

The database currently is around 50GB in size, though most of it is historical data which will most likely not need to be migrated. Most of the tables seem to contain between 700,000 to 1,300,000 rows and there appears to be seven or so tables where most of the data is stored. These tables are renamed periodically so there is a historical record. Access to this data is extremely limited, both because the data is sensitive (contains personally identifiable information or PII) and because managing access to these aging systems is difficult.

1.3   Problem

The current TDRS application was developed in the late 1990s and doesn't take advantage of modern technology or best practices. The system is inflexible to changing requirements, not automated, has no real user interface, doesn't validate data effectively, and doesn't provide OFA with full ownership of the data housed within it. This puts a disproportionate amount of burden on all users of the system — both federal staff and the state, local, and tribal grantees — and has led to a painful user experience and often untimely or inaccurate data.

The data TDRS collects and stores from states, tribes, and territories is critical to OFA's responsibility to report on the TANF program. The data provides information

about how states are meeting their participant outreach targets, as well as demographic information about low-income families.

High quality data leads to informed decision-making, and the TANF program relies on this information to make policy recommendations. Additionally, states and territories face penalties of up to four percent of their total grant award each quarter if TDRS data is not timely, complete, and accurate.

Issues with the current system prevent states from meeting their goals and prevent the federal team from being able to accurately gauge TANF's impact. Dealing with the deficiencies of the aging software is taking up significant amounts of the OFA staff time.

1.4   Vision

OFA will build a new, secure, web-based data system to improve the federal reporting experience for states, tribes, territories, and federal staff. A system that lets states, tribes, territories directly upload and view the status of their data will reduce the burden on all users, improve data quality, and ultimately help low-income families.

2.0   Scope

OFA seeks agile software development services to begin work toward this vision of a user-friendly data system. The services to be provided under this task order will include all aspects of the software development process — including initial planning, design, user research, software development and coding, prototyping, documentation, testing, and configuration.

This software development project will use agile development principles, with robust documentation, human-centered design, and an extensible infrastructure. OFA expects that the development process will be collaborative and iterative, with open, regular, and frequent communication between OFA, our 18F partners, and the contractor.

OFA expects that the development process will consist of 2-week sprint cycles, and that the initial phases of the development process will focus on creating a system to securely allow the upload of state, territory, and tribal data; validating the data; storing the data in a database; providing information on the status of the import/validation to the state, territory, and tribe users; and allowing the state, tribe, and territory users to see and download their data in the system.

OFA has designated an employee who will be empowered to serve as the Product Owner for this project. OFA's Product Owner will liaise with other stakeholders, weigh business needs, set direction, make prioritization choices, build a product roadmap,, and support the development team. Our 18F partner and the contractor will assist OFA with product management.

Additional OFA subject matter experts will be promptly available to assist in the development process, including internal user testing. OFA will arrange for any

necessary internal and external user testing.

OFA, not the contractor, will be responsible for the hosting of the deployed system and obtaining any necessary Authority to Operate (ATO). OFA will also determine what security controls are required and whether they have been satisfied. OFA expects to provide those security controls to the contractor as either acceptance criteria or separate user stories. The contractor is expected to use best practices for security in delivering code.

The Contractor must post all developed code to a public source repository (such as GitHub) designated by OFA.

2.2 Anticipated Period of Performance, Budget, and Ceiling Price

The period of performance will include a one year base period with two one-year option periods. OFA will pay up to $1.4 million for requested services and authorized travel incurred during the base period, up to an additional $1.4 million for services and authorized travel incurred during the first option year, and up to an additional $1.4 million for services and authorized travel incurred during the second option year.

3.0 Objectives

3.1 Backlog

The set of preliminary user stories set forth below will be the starting point for the development of software to be provided under this contract. These preliminary user stories are provided only for illustrative purposes, and do not comprise the full scope or detail of the project. OFA expects that the Contractor will work closely with the Product Owner to perform regular user research and usability testing and to develop and prioritize a full gamut of user stories as the project progresses.

Individual user stories may be modified, added, retracted, or reprioritized by the Product Owner at any time, in coordination with the Contractor's team. OFA expects that the user stories will be continuously refined during the development process.

- As a data and reporting specialist, I need clear data validation, so I have confidence that errors are being found and flagged as early as possible.
- As a data and reporting specialist, I need customizable data validation rules, so I can adapt my validation rules as my program requires.
- As a data and reporting specialist, I need all my data in one database so I can create custom queries.
- As a data and reporting specialist, I need plain-language guidance on how to enter my data and how to remedy data input errors, so I understand the process I am required to follow.

- As a data and reporting specialist, I need the ability to append metadata to my reports, so I can flag issues I'm having or why I have chosen to leave some fields blank.
- As a data and reporting specialist, I need automated and timely messages that confirm my data has been received, so I know I have met my reporting requirements.
- As a data and reporting specialist, I need basic data visualization capabilities, so I can spend less time manually building reports.
- As a data and reporting specialist, I need a reporting system that accepts multiple file formats, so I do not manually have to enter data into an interface.
- As a program director, I need an easy-to-use interface, so that staff of varying capacity levels and comfort with technology will be able to successfully use the system.
- As a program director, I need different levels of access for different types of users, so that personally identifiable information (PII) is kept confidential.
- As a program director, I need a data reporting format that meets Congressional reporting requirements.

3.2 List of Deliverables with Quality Assurance Surveillance Plan (QASP)

The following chart sets forth the performance standards and quality levels the code and documentation provided by the Contractor must meet, and the methods OFA will use to assess the standard and quality levels of that code and documentation.

Deliverable	Performance Standard(s)	Acceptable Quality Level	Method of Assessment	Due Date

| Tested Code | Code delivered under the order must have substantial test code coverage.

Version-controlled [Agency] GitHub repository of code that comprises product that will remain in the government domain. | Minimum of 90% test coverage of all code. All areas of code are meaningfully tested. | Combination of manual review and automated testing | Every sprint |
|---|---|---|---|---|
| Properly Styled Code | GSA 18F Front- End Guide | 0 linting errors and 0 warnings | Combination of manual review and automated testing | Every sprint |

Accessible	Web Content Accessibility Guidelines 2.1 AA standards	0 errors reported using an automated scanner and 0 errors reported in manual testing	https://github.com/pa11y/pa11y	
Deployed	Code must successfully build and deploy into staging environment.	Successful build with a single command	Combination of manual review and automated testing	Every sprint

Documented	All dependencies are listed and the licenses are documented. Major functionality in the software/source code is documented. Individual methods are documented inline in a format that permit the use of tools such as JSDoc. System diagram is provided.	Combination of manual review and automated testing, if available	Manual review	Every sprint
Secure	OWASP Application Security Verification Standard 3.0	Code submitted must be free of medium- and high-level static and dynamic	Clean tests from a static testing SaaS (such as Snyk or npm audit) and from OWASP ZAP, along with	Every sprint

		security vulnerabilities	documentation explaining any false positives	
User research	Usability testing and other user research methods must be conducted at regular intervals throughout the development process (not just at the beginning or end).	Research plans and artifacts from usability testing and/or other research methods with end users are available at the end of every applicable sprint, in accordance with the contractor's research plan.	OFA will manually evaluate the artifacts based on a research plan provided by the contractor at the end of the second sprint and every applicable sprint thereafter.	As needed

The government will use the (QASP) to monitor the quality of the Contractor's performance. This oversight will help the government ensure that contractor performance reaches required levels throughout the contract term.   The QASP provides the government with a proactive way to avoid unacceptable or deficient performance and provides the basis for performance ratings in the Contractor Performance Assessment Reporting System (CPARS). The QASP may be updated by modification to the contract. The QASP provides the basis for performing and controlling the project's activities in accordance with the contract.

4.0   Contract Place of Performance and Contract Type

Any work done, whether onsite or offsite, must be covered by the rate agreed upon between the government and contractor. The contractor will generally be expected to be available during core working hours from 10:00am to 3:00pm eastern standard time Monday through Friday. Contractors are not expected to work Federal Holidays or other occasions when the government is closed.

The contractor may choose the location(s) from which to perform the required software development services. The contractor will not be required to work at a government facility, however occasional travel to government facilities may be required. Actual travel costs to government facilities will be reimbursed in accordance with federal travel regulation (FTR).

5.0   Operating Constraints (Non-functional Requirements)

5.1   Environment

- **System Requirements** – The System must incorporate an intuitive web-based interface that is accessible from both internal and external platforms, including desktops, laptops, tablets, thin/zero clients, and mobile devices. The System architecture must incorporate Application Programming Interfaces (APIs) to intermediate major components. The System must not have a single point of failure. The System will use elastic, dynamically-allocated computing resources that accommodate changing demand in real time. The System must include Login.gov user authentication and authorization functionality and use open source encryption protocols.

  At some point in the future, the system may migrate to an ACF cloud environment. The type of environment is unknown at this time, so the application should be written to be as operationally portable as possible.

- **Software Requirements** – The software architecture must be extensible to allow for future development. The code base must incorporate analytics, monitoring, continuous integration, and measurement tools. Application design and development must use plain language to the extent practical.

- **Design Requirements** – Any website that is developed or otherwise delivered as a result of this contract shall be in compliance with the website standards of the Technology Transformation Services of the General Services Administration.

The U.S. Web Design System (USWDS) shall be adopted incrementally over the life of the requirement and the contractor shall prioritize implementation to align with the priorities identified within the SOO.

- *Environments* – The System will be hosted on Cloud.gov (a FedRAMP-certified internet-connected Platform as a Service). OFA will own and manage the Cloud.gov account and create development, staging, and production environments for this project within that account. The Contractor will have access to the development environment and will be responsible for maintaining that environment. The Contractor must post all developed code to a public source repository (such as GitHub) designated by OFA. OFA will be responsible for creating and managing this repository. OFA will be responsible for setting up and maintaining a Continuous Integration/Continuous Deployment system to automate the deployment of the code in GitHub. OFA will be responsible for creating, maintaining, and managing the Login.gov integrations.

- **System Access** - All contractor personnel working under the resulting contract will need to obtain a Homeland Security Presidential Directive 12 ([HSPD-12](#)) low risk security clearance (or moderate risk security clearance if handling PII) and may need to obtain a personal identity verification (PIV) card in order to perform legacy system integration work. See section 9.9 for additional details.

  Contractor personnel that are required to obtain a PIV card will be issued a government-furnished laptop from OFA. Any work that requires access to and handling of PII must be performed on the OFA government-furnished laptop. Contractor personnel that are not required to obtain a PIV card can use contractor-furnished equipment to perform work.

  Contractors may have to establish multi-factor authentication (MFA) to access systems which would require government laptops with PIV cards or only MFA through various applications.

- Additional info that will be provided TBD

5.2   Personnel Skills and Knowledge

Key Personnel – The contractor must designate a Facilitator, Technical Lead, and Design Lead as Key Personnel for this project.

The Facilitator will be a direct liaison to the government product team, and will be responsible for the supervision and management of all of the contractor's personnel. The Facilitator does not need to be a separate individual and may be a role also fulfilled by any of the Key Personnel proposed. This person should have a background as a scrum master, product manager, agile coach, or a similar type of role.

The Technical Lead must have a full understanding of the technical approach to be used by the contractor's development team and will be responsible for ensuring that the contractor's development team follows that approach. This person should have a background as an engineer.

The Design Lead must have a full understanding of the research approach and design patterns to be used by the contractor's development team and will be responsible for ensuring that the contractor's development team follows that approach. This person should have a background as an user experience researcher or designer.

Key Personnel Substitution – Key Personnel substitutions must be submitted to the CO in writing, and will only be justified in the event of sudden illness, death, change of employment, or termination of employment for cause. Contractor requests for a substitution of Key Personnel must include a detailed explanation of the justifying circumstances, and a complete résumé for the proposed substitute or addition, including skills, experience, training, and security clearance level (if applicable). The CO's failure to approve a proposed substitution will not constitute grounds for non-performance by the contractor, or form a valid basis for any claim for money or any equitable adjustment.

Skills – The contractor must provide a cross functional team that is experienced in working in an Agile process. They must be comfortable delivering value iteratively and able to pivot quickly based on a continuous learning environment. The contractor team will use prototypes and working software as tools to test hypotheses and validate assumptions. The team should be expected to deliver working software early in the post-award period, and to iteratively improve the software through ongoing development sprints (2 week intervals).

The relevant skills for this project *may* include—

- Product management
- Back-end engineering

- Front-end engineering
- DevSecOps engineering
- User research
- Content design
- Visual design
- User support, training, and onboarding

5.3 Special Clauses

Contractor Team Arrangements (CTA) are permitted.

Note - FAR 9.6, Contractor Team Arrangements, does not apply to GSA Schedules teaming. Under GSA Schedules, Teaming allows contractors to use their individual GSA Schedules to develop a solution for the government.

{{*If the vendor intends to team, a CTA is required by the closing date and time of the RFQ. However, a fully executed CTA will be formalized at time of award. CTAs shall utilize and submit this [Attachment 1](#) - ID231XXXXXX - Contract Team Agreement when a CTA is applicable*.}}

CTAs will not be evaluated, but will be reviewed to:
- Gain an understanding of how the arrangement will work
- Identify any areas of responsibility that may require clarification
- Identify deficiencies in the CTA in order to understand the probability of successful performance
- Verify proposed prices/rates against MAS contract awarded prices/rates.

6.0 Instructions and Evaluation

6.1 Instructions for Quotes

Questions

All questions concerning this RFQ must be submitted electronically through this Google Form by the deadline provided above.

Questions should be written in a way that enables clear understanding of the contractors' issues or concerns and must follow the format provided in the Google form. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will not receive a response. Further, contractors are reminded that

the government will not address hypothetical questions aimed at receiving a potential "evaluation" decision.

Answers will be provided as an amendment to the solicitation.

6.2 Evaluation Criteria and Quote Submittal Instructions

Quotes will be evaluated on the factors listed below. Failure to follow the instructions may result in the quote being removed from further consideration for award. Contractors are cautioned not to include assumptions, caveats, or exceptions within any part of their submission. Inclusion of assumptions, caveats, or exceptions to the requirement of any kind may result in the quote no longer being considered. Contractors should ONLY submit information explicitly requested in this RFQ.

Phase 1 - Technical Submissions

Technical submissions *must* consist of:

- **Criteria 1:** a technical approach of no more than four (4) additional pages to the performance work statement (PWS),
- **Criteria 2:** a staffing plan of no more than three (3) pages plus resumes and signed letters of intent to participate, and
- **Criteria 3:** references to one or more source code samples.

Technical submissions *may* also include user research plans and design artifacts of no more than 3 pages combined.

Technical approach and staffing plans must be submitted using 12-point type. Submissions over the page limits above will not be considered.

Criteria 1 - Technical Approach

The technical approach must set forth the contractor's proposed approach to providing the services required, including the base software (if any) and programming language(s) the contractor proposes to use. The technical approach must also make clear that the contractor understands the details of the project requirements. The technical approach must also identify potential obstacles to efficient development and include plans to overcome those potential obstacles. The technical approach must also

include a description of the contractor's plans, if any, to provide services through a joint venture, teaming partner, or subcontractors.

Contractors must complete the sections in **RED** of attached <u>Performance Work Statement</u> (PWS). Submission of any other template will constitute a non-responsive quote.

Criteria 2 - Staffing Plan
The staffing plan must set forth the contractor's proposed approach to staffing the requirements of this project, including the titles of each of the labor categories proposed and proposed level of effort for each member of the contractor's development team (i.e. full time, half time, etc.). The staffing plan must also identify the proposed Facilitator, Technical Lead and Design Lead by name, and include a resume for each. The resumes must include a brief description of the experience and capability for each individual, but cannot exceed one (1) page in length each. Contractors proposing Key Personnel who are not currently employed by the contractor or a teaming partner must include a signed letter of intent from the individual proposed as Key Personnel that he/she intends to participate in this project for at least one year. The staffing plan must also set forth the extent to which the proposed team for this project was involved in the development of the source code referred to in the next paragraph.

The staffing plan must set forth and explain the extent to which the contractor will provide individuals with experience in most the following areas:

- Agile development practices
- Automated (unit/integration/end-to-end) testing
- Continuous Integration and Continuous Deployment
- Refactoring to minimize technical debt
- Application Protocol Interface (API) development and documentation
- Open-source software development
- Cloud deployment
- Open-source login/authentication services
- Product management and strategy
- Usability research, such as (but not limited to) contextual inquiry, stakeholder interviews, and usability testing
- User experience design
- Sketching, wireframing, and/or prototyping, and user-task flow development
- Visual design

- Content design and copywriting
- Building and testing public facing sites and tools
- User outreach / user adoption
- Database design and SQL queries
- Security / compliance

Criteria 3 - Similar Experience

The similar experience references to one or more source code samples must be either links to Git repositories (either credentialed or public) or to equivalent version-controlled repositories that provide the evaluation team with the full revision history for all files. If a contractor submits a link to a private Git repository hosted with GitHub, the government will provide the contractor with one or more GitHub user identities by email, and the contractor will be expected to promptly provide the identified user(s) with access to the private Git repository.

The source code samples should be for projects that are similar in size, scope, and complexity to the project contemplated here. The source code must have been developed by either (i) the contractor itself, (ii) a teaming partner that is proposed in response to this RFQ, or (iii) an individual that is being proposed as Key Personnel for this project. The government would prefer that the source code samples have been for recent projects involving teams of approximately four to seven full-time equivalent (FTE) personnel.

If the references to source code samples provided do not include associated references to user research plans and design artifacts demonstrating how ongoing user research was incorporated into the project, then the contractor must submit a user research plan and design artifacts relating to at least one (1) of the source code samples provided.

Phase 2 - Verbal Interviews

General Information

Format. After review of Phase 1 – Technical Submissions, the government will invite all contractors with a rating of "Some Confidence" or "High Confidence" to Phase 2 - Verbal Interview. Each contractor will be scheduled a 60-minute interview with the evaluation team so they can ask questions based on contractor's technical submission. Contractors should also introduce their team members who will be part of

the support team. Lastly, the evaluation team will ask questions in regards to their expertise relative to the project.

Location. The interview sessions will be conducted by video chat, though audio may be substituted as needed. The government will coordinate and set up the virtual meeting space accordingly (by providing dial-in or links).

Date and Time. The government will schedule the date and time of the interviews with each contractor after the RFQ closing date and receipt of "Some Confidence" or "High Confidence" quote submissions. The government reserves the right to reschedule any contractor's interview date at the discretion of the Contracting Officer.

Each interview will include an unstructured question and answer session, during which contractors will be asked questions about the technical aspects of their quote and their approach to software development. The government expects these interviews will assist in assessing the technical abilities of the proposed development team and to better understand the proposed technical approach described in the contractor's written submission. All of the contractor's proposed Key Personnel must participate in the interview.

The Introductions phase of each interview will last no more than 5 minutes, during which the contractor and government interview team members will introduce themselves.

The Open Technical Session of each interview will last no more than 45 minutes, during which the Contractor interview team will respond to the government's questions related to the technical aspects of the contractor's quote. Contractors will NOT be able to use or present any slides, graphs, charts, or other written presentation materials, including handouts. There will be no follow-up session for further questions after this part of the interview.

The Closing Remarks phase of each interview will no more than 5 minutes, during which the contractor may make a short presentation summarizing the contractor's responses to the government's questions.

The interview associated with this RFQ does not and will not constitute discussions or negotiations as defined in FAR Part 15. Statements made during an interview will not become part of the contract. The government will not determine a competitive range, conduct discussions, nor solicit or allow revised quotes.

Once interviews are complete, each contractor will be assigned a confidence rating.

Phase 3 - Price Submissions

The government expects that the labor categories and staffing levels set forth by the contractor in the Excel workbook will be consistent with the contractor's staffing plan and with their GSA Schedule contract pricing.

The Contractor will be compensated at fully loaded hourly rates. The evaluation team intends to evaluate quotes without discussions with contractors, and therefore the contractor's initial quote should contain the contractor's best terms.

In an effort to receive the highest quality solution at the lowest possible price, the government requires discounts on all materials and services offered by contractors for this requirement in order to be considered for award. Contractors are encouraged to offer discounts below schedule contract rates, whichever is applicable. When discounts are offered, quotations must clearly identify the contract rate, the discount rate, and the percentage discount for each item or labor rate being discounted.

The contractor must provide a copy of their GSA Price Lists for all three (3) years for verification of pricing. If submitting a quote as a CTA, each member must submit their schedule pricing for each SIN they are eligible to perform under. If price discounts are not provided on the GSA price list, then the contractor will be deemed unacceptable.

For contractors that do not have out-year pricing, your task order pricing may be escalated at the same percentage of your GSA multiple award schedule (MAS) contract provided you submit a copy of a valid executed modification of your GSA MAS schedule to the CO.

The government is expecting price reductions for every rate proposed for the entire period(s) of performance. Prices will be verified to ensure they do not exceed the contractor's Schedule contract price. Prices will be evaluated with regard to whether discounted rates are offered or not. Quotes proposing labor rates that exceed those established in the contractor's BPA contract will not be considered for award.

Contractors will submit an Excel-based spreadsheet detailing the labor categories, contract rates, discount rates and discount percentages. This submission must not be submitted in PDF format.

Contractors must complete the sections in **BLUE** of the attached the Pricing Sheet. The Pricing Sheet attached to this solicitation must be completed and returned in Excel format with formulae intact. Submission of any other price sheet will constitute a non-responsive quote.

Basis of Award and Evaluation Factors

The government will evaluate the submitted quotes against the criteria set forth below and then make an award based on best value using tradeoffs. The government intends to utilize a phased approach for this procurement as described below. To be considered for award, contractors must successfully pass through each phase.

The government will award a task order resulting from this RFQ to the responsible contractor whose quote conforms to the RFQ that represents the best value to the government, price and the other criteria specified below. Contractors are advised that the non-price evaluation factors combined are significantly more important than price. As non-price ratings become closer, price will become more important.

- Phase 1 – Technical Submission
    - **Criteria 1**: Technical Approach
    - **Criteria 2**: Staffing Plan
    - **Criteria 3**: Similar Experience
- Phase 2 - **Criteria 4**: Verbal interview
- Phase 3 - Price Submission

Contractors must meet all requirements in Phase 1 and will be assigned a confidence rating. After the initial Phase 1 confidence assignment, contractors with a ranking of "Some Confidence" or "High Confidence" will be invited for Phase 2 - Verbal Interview.

Quotes that have failed to meet the criteria established in Phase 1 will no longer be considered for award. Contractors that pass Phase 2 with a "Some Confidence" or "High Confidence" will be evaluated based on their price submission.

The government will evaluate price quotes for award purposes by evaluating the hourly rate for each labor category and the overall discount provided off the contractor's GSA schedule pricing. This will include evaluating estimated hours submitted by the contractor for the purpose of considering the estimated total cost to the government. The government may determine that a quote is unacceptable if the option prices are

significantly unbalanced. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price. Evaluation of options will not obligate the government to exercise the option(s).

The government also reserves the right to make no award.

NOTE: The government anticipates selecting an awardee based upon initial quotes received; therefore, contractors are cautioned to submit their best price and technical quotes in the initial submission.

Evaluation:

Technical Approach

In evaluating a contractor's technical approach, the government will consider (a) the quality of the contractor's plans to provide the open source, agile development services required, including user research and design, (b) the extent of the contractor's understanding of the details of the project requirements, and (c) the extent to which the contractor has identified potential obstacles to efficient development, and has proposed realistic approaches to overcome those potential obstacles.

Staffing Plan

In evaluating a contractor's staffing plan, the government will consider (a) the skills and experience of the Key Personnel and other individuals that the contractor plans to use to provide the required services, (b) the mix of labor categories that will comprise the contractor's proposed development team, and (c) the contractor's proposed number of hours of services to be provided by each member of the contractor's proposed development team.

Similar Experience

In evaluating a contractor's similar experience, the government will consider the extent to which the contractor has recently provided software development services for projects that are similar in size, scope, and complexity to the project described in this RFQ, and the quality of those services. In evaluating the quality of those services, the evaluation team will consider, among other things, the revision history for all files in the

source code samples provided. The government will also consider the user research and design-related artifacts that were associated with the source code samples provided or submitted separately. In considering a contractor's similar experience, the government may also consider information from any other source, including contractor's prior customers and public websites.

Price

In evaluating a contractor's price, the government will consider the total of the contractor's estimated costs for the development services, and travel expenses proposed, for three years (a base year period plus two one-year option periods). Contractors will use this Excel workbook to submit pricing information.

7.0 Administration
7.1 Government Personnel
This acquisition will be administered by the following individuals, who will also monitor contractor performance:

1. GSA Contracting Officer (CO): Brian Burns
2. GSA Contracting Officer's Representative (COR): Will be provided at time of award
3. OFA Contracting Officer's Representative (COR): Will be provided at time of award

The government will notify the contractor if a change occurs to either the CO or COR. Specifically for the COR, the contractor will receive a copy of the "COR Delegation of Authority" assignment letter when a COR is assigned, and the contractor will also receive a letter rescinding the COR's delegation when appropriate.

7.2 Authorities and Delegations
7.2.1 The TTS Office of Acquisition (OA) is the only organization authorized to enter into or terminate this agreement, modify any term or condition of this agreement, waive any requirement of this agreement, or accept nonconforming work.

7.2.2 The Contracting Officer will designate a Contracting Officer's Representative (COR) at the time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliverables. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new

appointment.

7.2.3 The COR is not authorized to perform, formally or informally, any of the following actions:

a) Promise, award, agree to award, or execute any agreement, modification, or notice of intent that changes or may change this contract;
b) Waive or agree to modification of the delivery schedule;
c) Make any final decision on any contract matters subject to the disputes Clause;
d) Terminate, for any reason, the Contractor's right to proceed;
e) Obligate in any way, the payment of money by the Government
f) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this agreement, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph 7.2.3. prior to receipt of the Contracting Officer's response issued under paragraph 7.2.4 of this clause.

7.2.4 The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph 8.2.3 of this clause. A failure of the parties to agree upon the nature of a direction, or upon the agreement action to be taken with respect thereto, shall be subject to the provisions of FAR 52.217-4(d) - Disputes.

7.2.5 The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

7.2.6 Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

7.3 Contractor Administration

The contractor must provide the name of the individual responsible for centralized contract administration in support of all work performed under this order. This individual, at a minimum, will serve as the point of contact for contractual issues, invoices, and the contractor representative for annual performance reviews (see section 7.5).

The information, inclusive of the name of the point of contact, email, and phone number, shall be uploaded through the ITSS Collaboration tool.

7.4 Post Award Orientation Conference

The government's team (CO, COR, and Product Owner) will hold a kickoff meeting (or post-award conference) with the selected contractor within 10 calendar days of the acquisition award. This kickoff will include the selected contractor's team and other relevant government staff to review and clarify the project's objectives, expectations from the government, and address any questions the selected contractor may have.

7.5 Contractor Performance

In accordance with FAR 8.406-7 and FAR 42.1502(c), past performance evaluations shall be prepared at least annually and at the time the work under the order is completed (to include options) when an order, individually, exceeds the simplified acquisition threshold. These evaluations are generally for the entity, division, or unit that performed the contract or order.

(1) Evaluating Contractor Performance: The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both TTS and the contractor. The website for CPARS is http://www.cpars.gov Completed CPARS evaluations are sent to the Past Performance Information Retrieval System (PPIRS) which may then be used by Federal acquisition community for use in making source selection decisions. PPIRS assists acquisition officials by serving as the single source for contractor past performance data.

(2) CPARS Registration: Each award requiring an evaluation must be registered in CPARS. The awardee will receive several automated emails. Within thirty days of award, the contractor will receive an email that contains user account information, as

well as the applicable contract and order number(s) assigned. The contractor will be granted one user account to access all evaluations.

(3) Contractor CPARS Training: The contractor may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site (http://www.cpars.gov/allapps/cpcbtdlf.htm) and updated as needed.

(4) Contractor Representative (CR) Role: All evaluations will be sent to the contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

TTS shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between TTS and the contractor regarding TTS's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file.

8.0 Invoicing
8.1 Invoicing Schedule
The Contractor may invoice once services or products, for the awarded type and quantity of the order, have been delivered, inspected (which includes, but is not limited to confirming that the services were rendered and/or product(s) were delivered and function properly, and are accessible and usable by the teams using the product) and accepted by written confirmation of the COR through the CO. Acceptance will occur electronically via GSA's electronic Web-Based Order Processing System, currently ITSS, by accepting the Acceptance Document generated by the Contractor. Electronic acceptance of the invoice by the COR is considered concurrence and acceptance of services.

The Contractor must submit a final invoice within 60 calendar days from government acceptance. No further charges are to be billed following the final invoice submission. A completed and signed Release of Claims (GSA Form 1142) shall be uploaded to the ITSS with the submission of a final invoice.

8.2 Content of Invoice
In addition to the items below, the Contractor shall submit proper invoices as specified in FAR 52.212-4(g):

- GSA Order Number
- Order ACT Number
- QP Number (funding document number)
- Prompt Payment Discount
- Remittance Address
- POP for Billing Period
- POC and Phone Number
- Invoice Amount
- Final Invoice Marked as 'Final'
- Name of Product, Quantity of Product, and Part Number of Product Matching award documents.

All of this information, along with the Period of Performance covered by the invoice, must be included on each invoice in addition to the requirements for a proper invoice specified in FAR 52.212-4 (g), the Prompt Payment clause, FAR 52.212-4(i)(2) and Payments under Time and Materials and Labor Hours Contracts, FAR 52.232-7.

8.3 Invoice Submission
Contractors shall electronically transmit/submit invoices and supporting documentation for invoices through the GSA web-based procurement system, through the Central Invoice Service (CIS), the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. This is the only acceptable means for invoice submissions.

No paper invoices shall be accepted. For additional assistance, contact the ASSIST Helpdesk at 877-472-4877.

8.4 Limitation of Funds

The Contractor shall not provide volumes of product resulting in charges to the government that exceed obligated funds. The contractor shall notify the Contracting Officer, and the COR, in writing, whenever it has reason to believe that in the next 90 days, the charges to the government will exceed 75% of the obligated funds. The notice shall state the estimated amount of additional funds required to complete performance of this task. The government is not obligated to reimburse the Contractor for charges in excess of the obligated funds and the Contractor is not obligated to continue performance or otherwise incur costs that would result in charges to the government in excess of the amount obligated under this order. Alerting the government in this timeframe will allow the government to have additional funding approved internally so another order can be placed (as needed).

9.0 TTS Transparency Policy & Security Requirements

Contractors are advised that TTS reserves the right to publish documents associated with this requirement on a publicly-available website, including any Requests for Quotation (including amendments), Question and Answer exchanges with contractors (source-identifying information removed), and other relevant information that is not confidential or proprietary in nature or source selection sensitive information that would otherwise implicate procurement integrity concerns.

Upon award, TTS may publish the total awarded price and certain non-source-identifying data (for example, the number of bids, the mean price, median, and standard deviation of price). During the performance of this task order, TTS may similarly publish data related to project management (for example, user stories, milestones, and performance metrics) and top-line spending data.

9.1 Section 508 Compliance

The contractor shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed.

Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of

information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The contractor should review the following websites for additional 508 information:

https://www.section508.gov/summary-section508-standards
http://www.access-board.gov/508.htm
http://www.w3.org/WAI/Resources

9.2 Privacy Act
Performance of this Task Order may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and any other applicable applicable rules and regulations.

9.3 Protection of Information
The Contractor shall be responsible for properly protecting all information used, gathered, disclosed, or developed as a result of work under this Task Order. The Contractor shall also protect all Government data by treating information as sensitive. All information gathered or created under this Task Order shall be considered as Sensitive but Unclassified (SBU) information. The use of this data is subject to the Privacy Act and shall be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

9.4 Organizational Conflicts of Interest
All Contractor key personnel, employees, agents, subcontractors and subcontractor personnel who will have access to documents or data during the performance of their duties under the Task Order shall execute a Non-Disclosure Agreement and return it to the CO within 5 calendar days of award and before being given access to such information or documents.

The Contractor's attention is directed to Federal Acquisition Regulation (FAR) Subpart 9.5, Organizational and Consultant Conflicts of Interest.

9.5 Data Rights and Ownership of Deliverables
Data Rights and Ownership of Deliverables – OFA intends that all software and documentation delivered by the Contractor will be made publicly available without restriction. This software and documentation includes, but is not limited to, data, documents, graphics, code, plans, reports, schedules, schemas, metadata, architecture designs, and the like; all new open source software created by the Contractor and forks or branches of current open source software where the

Contractor has made a modification; and all new tooling, scripting configuration management, infrastructure as code, or any other final changes or edits to successfully deploy or operate the software. For the avoidance of doubt, the foregoing is included in the definition of "data" set forth in the FAR clause at 52.227-17, incorporated into this contract.

To the extent that the Contractor seeks to incorporate into the software delivered under this task order any software that was not first produced in the performance of this task order, OFA encourages the Contractor to incorporate either software that is in the public domain, or free and open source software that qualifies under the Open Source Definition promulgated by the Open Source Initiative. In any event, the Contractor must promptly disclose to OFA in writing, and list in the documentation, any software incorporated in the delivered software that is subject to a license fee.

If software delivered by the Contractor incorporates software that is subject to an open source license that provides implementation guidance, then the Contractor must ensure compliance with that guidance. If software delivered by the Contractor incorporates software that is subject to an open source license that does not provide implementation guidance, then the Contractor must attach or include the terms of the license within the work itself, such as in code comments at the beginning of a file, or in a license file within a software repository.

In addition, the Contractor must obtain written permission from OFA before incorporating into the delivered software any software that is subject to a license that does not qualify under the Open Source Definition promulgated by the Open Source Initiative. If the [agency] grants such written permission, then the Contractor's rights to use that software must be promptly assigned to OFA.

The Government data rights of software deliverables and all other data first produced in the performance of this task order shall be in accordance with **FAR 52.227-17 Rights in Data -- Special Works**. The Government intends for all such data to be dedicated to the public domain and, to that end, may require the contractor to assign its copyright in such data to the Government in accordance with **FAR 52.227-17(c)(1)(ii)** or to publicly post it with an appropriate notice.

Ownership of code repositories furnished as Government-Furnished Information (GFI) and Government-provided data entered into any and all systems, system documentation, and other related system information shall reside with the Government.

9.6 Requirements for GSA Information Systems

GSA policies "CIO 09-48, IT Security Procedural Guide: Security and Privacy IT Acquisition Requirements" and " CIO 12-2018, IT Policy Requirements Guide" are incorporated in full. Please follow this link for further information or access to the policies.

9.7 Assessment and Authorization (A&A) Activities

Governed by the terms of access allowed by the underlying infrastructure provider as defined in the SaaS's FedRAMP A&A authorization package.

9.8 Reporting and Continuous Monitoring

GSA's Continuous Monitoring Strategy (CIO IT Security 12-66 Rev 2 - dated 10/10/2017) can be found at this link.

9.9 Personnel Security Requirements

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; OMB M-05-24; FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2.

The Contractor (and/or any subcontractor) and its employees shall comply with computing and security standards including:

- Federal Information Security Management Act (FISMA) as part of the e-government Act of 2002
- Homeland Security Presidential Directive (HSPD)-12,
- Policy for a Common Identification Standard for Federal Employees and Contractors;
- Office of Management and Budget (OMB) Memorandum (M)05-24;
- Federal Information Processing Standards Publication (FIPS PUB) Number 201,
- FAR Subpart 4.13,
- FAR 52.204-9, and
- HHS HSPD-12 policy

The Contractor shall refer to the HHS-OCIO Policy for Information Systems Security and Privacy, dated July 7, 2011. The Contractor shall become familiar with the HHS Departmental Information Security Policies, which may be found at https://www.hhs.gov/about/agencies/asa/ocio/cybersecurity/index.html. The HHS Cybersecurity Program develops policies, procedures, and guidance to serve as a foundation for the HHS information security program. These documents implement

relevant Federal laws, regulations, standards, and guidelines that provide a basis for the information security program at the Department. The Contractor must become familiar with HHS Cybersecurity Program guidelines as presented at https://www.hhs.gov/about/agencies/asa/ocio/cybersecurity/information-security-privacy-program/index.html.

10.0 Provisions & Clauses

Al provisions and clauses included and accepted as part of the vendor's GSA Schedule Contract flowdown to this RFQ.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

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

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror represents that—

It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

552.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 504.2105, insert the following clause:

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DATE)
 (a) Definitions. As used in this clause "covered telecommunications equipment or services", "Critical technology", and "substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. [Contractor to complete and submit to the Contracting Officer] The Offeror or Contractor represents that it [ ] will or [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offerer or Contractor has responded affirmatively to the representation In paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision; 10

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

As prescribed in 4.2105(b), insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

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

"Covered foreign country" means The People's Republic of China.

"Covered telecommunications equipment or services" means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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. Applicable clauses in the contractor's Schedule contract flow-down into this order.

FAR 52.252-2 -- CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): (https://www.acquisition.gov/browsefar)
(End of clause)

FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

GSAR 552.212-4 - Contract Terms and Conditions—Commercial Items (Feb 2018)(DEVIATION FAR 52.212-4)

GSAR 552.232-39 Unenforceability of Unauthorized Obligations. (FAR Deviation Feb 2018)

GSAR clause 552.238-82, Special Ordering Procedures for the Acquisition of Order-Level Materials

FAR 52.232-18 Availability of Funds (APR 1984)
Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which

payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

FAR 52.217-8 - Option to Extend Services (Nov 1999)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 calendar days before the contract expires. **(End of clause)**

FAR 52.217-9 - Option to Extend the Term of the Contract (Mar 2000)
(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 3 years.
(End of clause)