

**Note: All sections of this RFQ will be incorporated into the contract except the Statement of Objectives, Instructions, and Evaluation Factors.**

## **1. Definitions**

AGILE DEVELOPMENT/AGILE SOFTWARE DEVELOPMENT: A proven commercial methodology for software development that is characterized by incremental and iterative processes where releases are produced in close collaboration with the customer. This process improves investment manageability, lowers risk of project failure, shortens the time to realize value, and allows agencies to better adapt to changing needs.

CONTRACTING OFFICER (CO) - The Government official responsible for the execution and administration of contracts on behalf of the Government.

CONTRACTING OFFICER'S REPRESENTATIVE (COR) - An individual designated by the Contracting Officer to act as his/her representative to assist in managing the contract. The authorities and limitations of a COR appointment are contained in the written letter of appointment.

DAY – A calendar day unless stated otherwise. If a deliverable is due on a weekend or holiday, the deliverable shall be considered due the next business day.

QUARTER – A quarter will be defined as the first of January through the end of March, first of April through the end of June, first of July through the end of September, and first of October through the end of December.

BUSINESS DAY – Any day other than a Saturday, a Sunday, a Federal holiday or other day on which the Federal Government by law or executive order is closed. Note: This includes any weather-related office closures if the place of performance is in a Federal Building.

MINIMUM FUNCTIONALITY – The minimum capabilities a product should have to meet the Government's objectives.

AGILE ENVIRONMENT – A team-based setting for IT product development where the Agile development methodology is used.

ITERATION/SPRINT/RELEASE CYCLE – Divisions of time within the Agile development framework. Each iteration is small in scale (i.e., encompasses a single or a few function(s) within a multistep process). Multiple iterations form releases. For more information, see the TechFAR at <https://github.com/WhiteHouse/playbook/blob/gh-pages/includes/techfar-online.md>

MILESTONES/EPICS – A necessary step in a process. In this document, used to refer to components of a given project.

STORY POINT – A measurement of work and effort. Story points are used in an Agile development environment to demonstrate how much work was achieved in a given sprint or iteration. For more

information, see the TechFAR at <https://github.com/WhiteHouse/playbook/blob/gh-pages/includes/techfar-online.md>

THROUGHPUT – The amount of material or items passing through a system or process; in this document, refers to the work activity of a product development team.

## 2. Services and Prices

### 2.1 Brief Description of Services

Services required under this Task Order are to assist the U.S. Small Business Administration with the design and implementation of three products:

- Small Business Certifications
- Small Business Search
- Data Analytics

### 2.2 Type of Contract

Task Order against GSA Alliant Small Business (SB) GWAC – Firm Fixed Price

This requirement will be solicited under the following North American Industrial Classification System (NAICS) Code: 541512, Computer Systems Design Services, \$27.5M. This Task Order will be made in accordance with FAR 16.505 which governs orders placed under Indefinite Delivery contracts as detailed in the GSA GWAC Ordering guide.

### 2.3 Contract Line Item Number (CLIN) Format

The Offeror shall submit their proposed CLIN structure in a manner that represents agile software development methodology in which iterations are priced.

<b>BASE PERIOD: 6 months</b>	
<b>CLIN 0001, FFP- Completion</b> - The Contractor shall provide services for the Government in accordance with the Performance Work Statement (PWS)	
Length of Iteration	_____ Weeks
Price Per Iteration	\$XXXXXX
Other Direct Costs	NTE Ceiling \$100,000.00 TBD
Period of Performance:	6 months

Firm Fixed Price (Completion):	XXXXXX
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<b>Award Term Incentive: 6 months</b>	
<b>CLIN 0002, FFP- Completion</b> - The Contractor shall provide services for the Government in accordance with the Performance Work Statement (PWS)	
Length of Iteration	_____Weeks
Price Per Iteration	XXXXXX
Other Direct Costs	TBD
Period of Performance:	6 months
Firm Fixed Price (Completion):	XXXXXX

<b>Award Term 02/Option Term: 6 months</b>	
<b>CLIN 1001, FFP- Completion</b> - The Contractor shall provide services for the Government in accordance with the Performance Work Statement (PWS)	
Length of Iteration	_____Weeks
Price Per Iteration	XXXXXX
Other Direct Costs	TBD
Period of Performance:	6 months
Firm Fixed Price (Completion):	XXXXXX

<b>Award Term 03/Option Term: 6 months</b>	
<b>CLIN 1002, FFP- Completion</b> - The Contractor shall provide services for the Government in accordance with the Performance Work Statement (PWS)	

Length of Iteration	_____Weeks
Price Per Iteration	\$XXXXXX
Other Direct Costs	TBD
Period of Performance:	6 months
Firm Fixed Price (Completion):	\$XXXXXX

## 2.4 Payment Schedule

The contractor shall be paid upon the completion of each iteration upon its acceptance and verification by the Contracting Officer's Representative (COR). Invoices shall be submitted at the end of each iteration in accordance with the delivery schedule as established in the Performance Work Statement.

## 2.5 Award Term Incentive

This Task Order shall be Firm Fixed Price/Award Term Incentive. The purpose of the Award Term Incentive is to incentivize superior performance and delivery by offering an additional period of performance. Following the base period, the Government will offer one (1) Award Term Incentive and two (2) additional options pending availability of funds.

### 2.5.1 Award Term Incentive

An Award Term Incentive of six (6) months following the initial base period of six (6) months is authorized under this Task Order. In order to be eligible for this Award Term Incentive, the Contractor must receive an overall "Excellent" performance rating in the base period.

This Award Term Incentive may only be awarded for an overall "Excellent" performance rating based on metrics that are determined to be in the best interest of the Government.

The Government will appoint an Award Term Determining Official (ATDO) who will provide the official performance review and approval for an Award Term Incentive Option to be exercised. The ATDO in conjunction with the Contracting Officer will make the Government's unilateral decision as to the exclusion of any portion of the performance period from the decision on whether or not to award the Award Term Incentive.

#### Award Term Incentive Plan

As part of their Quality Assurance Surveillance Plan (QASP), Offerors should propose an Award Term Incentive Plan that explains how the Contracting Officer and the ATDO will

determine whether or not the contractor's performance is "Excellent." This proposal should include the criteria the Contracting Officer and the ATDO should consider and what the definition of "Excellent" should be under these criteria.

Acceptance of this Award Term Incentive Plan is at the Government's sole discretion. The Contracting Officer will notify the contractor within two (2) weeks of award whether or not the Award Term Incentive Plan has been accepted. If it is rejected, the Government will replace the proposed Award Term Incentive Plan with a new version. This new Award Term Incentive Plan will be unilaterally determined by the Government.

### **2.5.2 Options**

In the event an Award Term Incentive is not earned following the base period, the Government has the right to determine whether to extend services by exercising up to three (3) 6-month option periods, and/or a Continuity of Service Clause for transition, and/or an Extension of Services Clause based upon the need at the time.

If an Award Term Incentive is earned following the base period, the Government has the right to determine whether to extend services after the Award Term Incentive by exercising up to two (2) 6-month option periods, and/or a Continuity of Service Clause for transition, and/or an Extension of Services Clause based upon the need at the time.

The options are contingent on continued Government requirements and funding availability for the work identified within scope of this Task Order. The options will be priced based on the accepted price per iteration as proposed, however, the Government reserves the right to renegotiate these options and modify the Task Order prior to awarding the option(s). Options must adhere to the proposed Agile methodology and processes as awarded in the initial Task Order unless an exception is provided by the Contracting Officer prior to award.

## **3. Statement of Objectives**

### **3.1 Background**

One of SBA's primary missions is to assist small businesses and contracting personnel to ensure a fair proportion of contracts are awarded to small businesses. To support this mission, SBA administers several small business contracting programs, under which small businesses can follow particular certification procedures to qualify for certain procurement opportunities; such certification processes are hereinafter referred to as "Small Business Certifications". Some of these certification procedures use web applications managed by SBA.

In addition, to help contracting personnel find qualified small businesses for government contracts, SBA provides a web-based search tool called the Dynamic Small Business Search (DSBS). To search for potential small business vendors, contracting personnel use DSBS, commercial search engines, and the System for Award Management (SAM.gov), which is a GSA-maintained database that contains the basic profile information of every business that wishes to contract with the federal government.

The software applications that underpin SBA's Small Business Certifications, Small Business Search, and Data Analytics systems are outdated. Therefore, the user experience with these products no longer meets the expectations or needs of the Agency. Additionally, the hardware that underpins the Agency's Small Business Certifications, Small Business Search, and Data Analytics is obsolete. The current applications are built primarily in ColdFusion, and interact with several disparate databases (primarily Oracle), hosted primarily on outdated hardware operated by SBA in its own facility. These applications are difficult to change and provide a poor user experience. Additionally, each application currently functions independently. For example, the application and supporting database that allows small business to apply for HUBZone certification are separate from the application and database that allow small businesses to apply for 8(a) certification, even though these applications have similar features and share data.

The United States Digital Service consulted with SBA and provided recommendations on how to modernize their digital services. Based on these recommendations, this Task Order is being issued to improve several of SBA's key digital services. The recommendations are contained within a report, attached, titled "Modernizing the Small Business Administration's Digital Services", which is being provided for reference only and does not constitute the final design requirements; however it is the guideline that SBA will use to ensure successful implementation of the products. Reference: "Modernizing the Small Business Administration's Digital Services" March 6, 2015 – Attachment 1.

### **3.1.1 General Current Structure**

The SBA network is a Microsoft based environment, primarily hosted on-site, with the majority of the systems utilizing a ColdFusion front-end and an Oracle database back-end. The technologies used to develop these systems include but are not limited to the following:

- ColdFusion
- HTML
- JavaScript
- CSS
- jQuery Mobile
- Web Services
- Oracle SQL
- ANSI SQL

### **3.1.2 Small Business Certifications Current Structure**

Small business certifications enable small businesses to qualify for set-asides and other assistance in government contracting. The SBA administers several different small business contracting programs, each with its own eligibility requirements and certification process:

- 8(a) Business Development Program (8(a) Program), for socially and economically disadvantaged individuals, governed by 13 C.F.R. Part 124 and FAR Subpart 19.8
- Historically Underutilized Business Zone (HUBZone) Program, governed by 13 C.F.R. Part 126 and FAR Subpart 19.13

- Woman-Owned Small Business (WOSB) Program, governed by 13 C.F.R. Part 127 and FAR Subpart 19.15
- Service-Disabled Veteran-Owned Small Business Concern (SDVO SBC) Program governed by 13 C.F.R. §§ 125.8 to 125.30 and FAR Subpart 19.14
- Small Business Set-Aside (SBSA) program, governed by 13 C.F.R. Part 121 and FAR Subpart 19.5

The 8(a) Program and HUBZone Program both require “up-front” certification by SBA, where a small business must go through the application process prior to being certified as a 8(a) Program Participant or a Qualified HUBZone Small Business Concern. These certification processes rely on web applications that small businesses use to apply to the programs and that SBA employees use to evaluate the applications submitted.

The WOSB program allows for self-certification and third-party certification. To self-certify as a WOSB or Economically Disadvantaged Woman-Owned Small Business (EDWOSB), a business must, among other things, upload documentation into an online repository (the WOSB Program Repository). A WOSB or EDWOSB that has been certified as a WOSB or EDWOSB by an SBA-approved third party certifying entity must also upload certain documentation into the WOSB Program Repository.

The SDVO SBC program and SBSA program both require self-certification. Documentation to support self-certification as an SDVOSB or small business concern is requested and verified in certain circumstances (e.g. in the event of a protested contract), but there is no online system to support this verification workflow.

The following is a list of SBA’s primary systems for managing small business certifications (hereinafter referred to as “certification systems”):

- Business Development Management Information System (BDMIS)
- Electronic 8(a) Review System (E8a)
- HUBZone Certification Tracking System (HCTS)
- WOSB Program Repository (WOSBPR)
- Procurement Marketing and Access Network (Pro-Net)

Currently, these certification systems are each separately maintained, and the various programs have developed their own workflows for handling physical and digital paperwork. Data across the systems is generally not synchronized, requiring businesses to input profile data in each system. This sometimes results in profiles of businesses getting out of sync among SBA databases and SAM.gov.

The majority of these certification systems and their relevant supporting systems are internally maintained and hosted on the internal SBA network. Two exceptions are BDMIS and Accelion, a cloud-based secure file transfer service. The images in Figures 1 and 2, in the Appendix, show a visual of SBA’s certification systems.

The key database structure underpinning the certification and small business search systems is SBSS-CCR; this database houses the business profile for all currently and previously SAM-

registered Small Businesses. Each of the primary certification systems is the authoritative source for their program, but it is through the SBSS-CCR database that SBA's certification systems receive and validate the profile for each small business. The small business certification data is then communicated out to the public via DSBS or SAM for search purposes.

### **3.1.3 Small Business Search Current Structure**

One of SBA's primary missions is helping small businesses find and win government contracts. The agency supports this goal in part by helping to enforce a procurement rule which, in general, requires Federal agencies to award contracts to small businesses if two or more small businesses are capable of completing the work. SBA provides a search tool called the Dynamic Small Business Search (DSBS) to support this mission.

Currently, contracting officers and SBA officials use several tools to find qualified small businesses for government contracts, including SBA's DSBS tool, the System for Award Management (SAM.gov), and commercial tools such as Google.

To make their profiles available to contracting officers, small businesses interact with two systems related to small business search: SAM.gov and SBA's "Supplemental Pages" application. A small business's main business profile is maintained in SAM.gov. Additionally, small businesses may optionally add profile information in a profile SBA maintains via the "Supplemental pages". This additional information is part of the DSBS business profile and appears in the DSBS search results, but not in the SAM.gov search results. It is not transmitted to the business's SAM.gov profile.

In addition, small businesses, the public, and contracting personnel may use the search capabilities of DSBS and SAM.gov in order to research the competitive landscape of government contractors.

The SUB-Net Database is an online listing of available subcontracting opportunities. Prime contractors may post requirements to SUB-Net in order to identify potential small businesses to help them meet their subcontracting requirements for government contracts and/or to identify small businesses as contractors for private-sector work. SBA maintains this search site in order to help small businesses grow their capabilities from subcontracting and private sector work to help them be more competitive for federal prime contracting work.

The key database structure underpinning the certification and small business search systems is SBSS-CCR; this database houses the business profile for all currently and previously SAM-registered Small Businesses. Each of the primary certification systems is the authoritative source for their program, but it is through the SBSS-CCR database that SBA's certification systems receive and validate the profile for each small business. The small business certification data is then communicated out to the public via DSBS or SAM for search purposes.

The following is a listing of SBA's primary search systems:

- Dynamic Small Business Search (DSBS) System
- SUB-Net Database



The above systems, in conjunction with supplemental systems and services as shown in Figures 1 and 2 in the Appendix are the source systems used to support Small Business Search.

Today, DSBS is implemented with a ColdFusion web application that exercises stored procedures in the SBSS-CCR Oracle database, which is hosted by SBA internally.

SBA's current search products have several issues:

- The DSBS dataset is limited
- The method by which businesses extend their searchable profiles for both DSBS and SAM.gov is confusing
- The DSBS and SUB-Net search interfaces are baroque and unwieldy
- DSBS search results are not returned in relevance order
- No business metrics are captured that can be used to measure or optimize the customer experience of the search tool

### **3.1.4 Data Analytics Current Structure**

As mentioned above, the SBSS-CCR database is the “main” data store containing information about each small business and business certifications, as applicable.

In addition to SBSS-CCR, there are databases throughout SBA that support and track data resulting from the agency's non-contracting programs, including loan guarantees, disaster loans, and counseling/training services. These systems will be a key element of the data analytics component of this contract.

There is currently no automated interface for creating consolidated reports from most of the SBA systems; the existing systems have minimal functionality to allow for simple search and find reporting. Generally, reports are generated on demand manually. A request from SBA managers for a specific report is given to a database administrator who formulates and runs an SQL query with results usually delivered in the form of a spreadsheet. One exception is the counseling/training database (EDMIS), which has a report generation front end.

## **3.2 Objectives**

Note: The Statement of Objectives will be removed at time of award and replaced with the Offeror's Performance Work Statement. All listed objectives and requirements shall be included as part of the Offeror's Performance Work Statement.

### **3.2.1 Overview**

The objective of this Task Order is to acquire IT services in order to modernize SBA's Small Business Certifications products; modernize SBA's Small Business Search products; and create a Data Analytics tool to enhance reporting capabilities agency-wide. SBA is seeking a contractor familiar with agile software development practices, experience with modern web application frameworks, experience with migrating legacy applications and databases to modern infrastructure, and user experience/visual design capabilities. The SBA intends for this

project to be completed by working in short development iterations of several weeks, each of which will typically result in the delivery of functioning software that can be tested with internal and external users.

The success of these products will be based on ease of use, end user acceptance and adoption, the implementation of industry best practices, and rapid time to market for all development efforts. In order to accomplish this, these services shall be provided via agile software development processes that achieve results through continuous capability enhancement, prompt response to emerging needs, demonstrated reliability, and optimized performance with resource utilization minimized.

Iterations should progressively develop non-proprietary, modern, well-designed web applications that will gradually replace SBA's legacy applications, allowing SBA to decommission its existing systems as features and capabilities are replaced by this new application.

In order to meet this objective, the contractor shall:

- Develop and implement a new web application for Small Business Certifications that meets the needs of small business users applying for certifications and SBA employees and managers that must process these certifications.
- Develop and implement a new Small Business Search tool that better meets the needs of users.
- Build data analytics capability which allows SBA to easily measure business metrics related to its digital services across contracting and non-contracting programs, and instrument SBA's digital services to ensure they capture the metrics required to access each product's success.
- Develop, test, and deploy these new SBA IT systems pertaining to Small Business Certifications, Small Business Search, and Data Analytics in a modern technology stack. Core parts of this new stack will include: a modern, industry-standard open source web application development framework; a modern, open source relational database; and hosting on virtual machines in a cloud environment provided by an infrastructure-as-a-service provider.
- Execute an implementation strategy that supports incremental business function and process migration with intermediate deliverables shipped on short timelines. Deprecate old databases and web applications as features are migrated, capturing both maintenance and financial cost savings.
- Execute a data migration from old databases into the new infrastructure. This migration must ensure data integrity and a seamless transition from the old systems to the new system.
- Maintain a tracking tool and metrics to monitor progress against the Agile Development Management Plan (ADMP).
- Ensure products are compliant with federal Section 508 requirements and SBA IT security requirements, as described in the Appendix. For Section 508 compliance, the Contractor shall indicate for each line item in the schedule whether each product or

service is compliant or noncompliant with the accessibility standards at 36 CFR § 1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

- Cultivate a positive, trusting, and cooperative working relationship with the Government and other vendors that support SBA.
- Ensure that SBA maintains ownership of and has ready access to all source code, tests, documentation, deployment scripts, designs, user research documentation, and all other materials related to developing and deploying these capabilities.
- Leverage technology capabilities to meet customer needs with timely and seamless access to the cloud-based infrastructure, business applications, and data. This includes staying abreast of new feature offerings and new and innovative ways to provide technology value to agency customers, including, but not limited to, open sourcing the applications, or the development of APIs.
- Maintain a dialogue between the service provider and all project stakeholders, rather than trying to comprehensively specify requirements up-front. This focus will be assisted by working through short, tightly scoped product iterations in which working software is delivered to users regularly, and adjustments are made based on feedback gleaned from these iterations.
- Lead and collaborate with the COR, workgroups, and stakeholders in requirements sessions in order to develop recommendations and approaches, to be approved by the Government to satisfy the objectives and purposes of this Task Order. Results of these sessions will generate the Product Road Map, Epics, and User Stories, business logic and rules, functionality, and system documentation.

The work to satisfy this SOO has been broken down into several Project Themes which will ultimately make up the Product Road Map. These projects are not necessarily sequential; in fact, as described below, many can move in parallel once the initial steps within Project 1 have been completed.

- 1) Project 1 – Infrastructure Setup, Database Architecture Design, Redevelopment, Deployment, and Woman-Owned Small Business (WOSB) Program Repository Redevelopment
- 2) Project 2 – HUBZone Program Certification Systems and Ancillary Processes Redevelopment
- 3) Project 3 – 8(a) Business Development Program Certification Systems Redevelopment and Ancillary Processes Redevelopment
- 4) Project 4 – ProNet Project
- 5) Project 5 – Mentor-Protégé and Joint Venture Approvals Project System Development
- 6) Project 6 – Small Business Search Project
- 7) Project 7 – SBSS-CCR Deprecation Project
- 8) Project 8 – Data Analytics Project

Project 1 is listed first because it is the simplest to implement from a technical standpoint. At the same time, it does require setting up the development, test, and production environments, migrating SAM data, integrating with the SBA's General Log-in System (GLS) for login (or successor system), and creating a new document management system. These are all

dependencies of the other, more complex, certification processes, so the work done on the WOSB Program Repository lays the foundation for the other certifications app migration efforts.

The Initial Product Backlog (See Appendix) provides a detailed breakdown of the desired functionality as identified at this time. The Initial Product Backlog is not a binding document, but rather a representative sample of the functionality that is anticipated will be required to be delivered under this Task Order. The specific user stories will be identified through the agile development process as proposed in the Performance Work Statement (PWS). The Initial Product Backlog provides some guidance on specific objectives that should be included in each project.

The PWS should provide a detailed process for working with the Product Manager and End Users to capture, prioritize, and work-off the Product Backlog. The prioritization effort may include working backlog items across multiple projects concurrently based on the teams capacity and end user priorities.

### 3.2.2 Deliverables

Deliverables under this Task Order are defined as the completion and acceptance according to the “Definition of Done” of the iterations completed, which are based on the contractor’s Agile Software Development methodology. This methodology defines the repeatable process of providing development and deployment services in small iterations lasting two to five weeks which **generally** results in **the delivery of** usable software, data, or product, which have little to no inherent defects. Each iteration shall be defined in the Performance Work Statement but should document how planning, requirement analysis (user story building), design, coding, testing, quality assurance, and documentation will all meet the contractor’s “Definition of Done”.

Each deliverable shall incorporate SBA IT requirements as detailed in the Appendix of this document and the United States Digital Service Playbook standards (<https://playbook.cio.gov>) and be compliant with Section 508.

Functional Requirements, translated into Epics and User Stories that will be used to populate the Product Backlog may include, but are not limited to:

- Initial application design and implementation
- System configuration to support business processes
- Integration for input and output methods
- Workflow design and implementation
- Overall collaboration of applications
- Enhancements, patches, and updates to applications, data, or cloud systems
- Data import of records collected from legacy systems
- Automated testing
- Training of end users on the systems

### **3.2.3 Stakeholders**

Stakeholders for this project include, but are not limited to, the SBA's Deputy Chief of Staff, the SBA's Digital Service team, relevant personnel in the SBA's Office of Government Contracting and Business Development, the Contracting Officer's Representative (COR) and the Contracting Officer.

### **3.2.4 Agile Development Management Plan (ADMP) and Key Personnel**

Offerors shall propose an Agile Development Management Plan (ADMP) which demonstrates how the Offeror intends to manage, develop, implement, and maintain the requirements described in this SOO and the RFQ. The plan shall include, at a minimum:

- Contact information for all senior leaders and an organizational chart showing the Offeror's organizational hierarchy and reporting structure, with specific designation of individuals as Key Personnel;
- Management resources;
- Technical resources and skill sets required to develop, implement, and maintain the proposed solution; and
- Details on the management of the Offeror's team that will be on-site.

The ADMP and the listing of Key Personnel shall become part of the Task Order upon award.

### **3.2.5 Kick-Off Meeting/Post-Award Conference**

The SBA Deputy Chief of Staff, relevant personnel from the SBA's Office of Government Contracting and Business Development, Contracting Officer, and COR shall hold a Kick-Off meeting/Post-Award Conference in Washington, DC with 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 Contractor may have.

The Contractor shall provide and collaborate with the COR on an agenda for this meeting. Discussion topics shall include, but not be limited to: introduction of the Contractor and Government Staff; understanding of the specific tasks and subtasks; project management expectations; agreement on meeting schedules; and agreement on initial delivery dates.

The Kick-Off meeting/Post-Award Conference will take place within 10 days from award and will be scheduled by the Contracting Officer.

### **3.2.6 System Documentation and Training**

The Contractor shall:

- Provide all system documentation and training to SBA staff (in-person, video, and via webinar).

- Develop and provide effective training materials of all deliverables, including, but not limited to, “train the trainer” documentation.
- Conduct “train the trainer” sessions for SBA staff.
- Consult with the COR to determine what is appropriate, effective, and essential for training.

### **3.2.7 Transition**

The Contractor shall:

Provide a Transition Plan and account for Transition Activities as described in Section 4.2.

## **4. Contract Requirements**

### **4.1 Key Personnel**

The following requirements related to personnel must be met:

- a) If awarded this Task Order, the Contractor shall assign to perform this Task Order those persons whose résumés are submitted with its proposal and who are identified in the Contractor’s proposal as Key Personnel. Not all contractor employees assigned to perform this Task Order will be Key Personnel.
- b) If an individual proposed as Key Personnel becomes unavailable during the course of the source selection process, the Offeror will notify the Contracting Officer immediately and provide a substitute and their résumé. The proposal of any Key Personnel not currently employed by the Offeror shall be accompanied by letters of intent signed by the proposed Key Personnel indicating their intent to be employed by the Offeror if the Offeror is awarded a Task Order under this RFQ.
- c) The Contractor agrees that during the first six (6) months of Task Order performance, no Key Personnel substitutions will be made unless necessitated by an individual’s sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (e) below on the proposed replacement for Government approval. No substitutions of Key Personnel shall be made except in accordance with this provision.
- d) After the initial six-month period of performance, the Contractor must obtain Government approval of any substitution of Key Personnel prior to removing the approved Key Personnel from performance. All proposed substitutions/additions must be submitted, in writing, to the Contracting Officer at least 30 days (60 days if security clearances are involved) in advance of the proposed substitution and provide the information required by paragraph (e) below.
- e) All requests for substitutions/additions of Key Personnel must include a detailed explanation of the circumstances necessitating the proposed substitution or addition, a complete résumé for the proposed substitute or addition including skills, experience, education, training, and security level. As determined by the Contracting Officer, all proposed substitutes/additions must have qualifications that meet or exceed the qualifications of the person to be replaced.

- f) The Contracting Officer or his/her authorized representatives will evaluate the request(s) for substitutions/additions of Key Personnel and the Contracting Officer will notify the Contractor, in writing, of approval or disapproval. Disapproval of the proposed individual(s) shall not provide grounds for nonperformance by the Contractor or form the basis of any claim for monies, delivery schedule extension, or any other equitable adjustment.
- g) The personnel set forth below as proposed by the Contractor for this Task Order, or identified in the Contractor's proposals as Key Personnel, shall comprise the list of Key Personnel required to perform under this Task Order. The list may be modified in accordance with the above, to substitute or add personnel:

Labor Category	Key Personnel Name

- h) At a minimum, a Project Manager must be identified and designated as Key Personnel. There may be more than one Project Manager. The Project Manager will be a direct liaison to SBA's Office of Government Contracting and Business Development. The Project Manager must be a senior staff member and is responsible for the supervision and management of the Contractor's personnel, technical assistance, and interface and compliance with instructions from SBA's COR. Desired skills/experience for the Project Manager include:
- Experience in technical leadership.
  - Ability to rapidly prioritize competing requirements.
  - Ability to understand and simplify customer requirements.
  - Ability to communicate end user feedback to technical and design leads.
  - Computer Science or Engineering degree or equivalent work experience.
  - Strong communication skills.
  - Proven knowledge of industry standards.
  - Proven knowledge of managing Agile Software Development efforts.

## 4.2 Transition Plan

### 4.2.1 Transition Plan

The Contractor shall:

- Ensure and agree that all deliverables, products, licenses, designs, data, documentation, tests, user research notes, source code, configuration settings and files, and materials developed throughout this Task Order will be the property of the U.S. Small Business Administration.
- 30 days prior to Task Order base period conclusion, provide a Transition Plan for all deliverables, products, and materials. Should options be exercised, the Transition Plan will be updated 30 days prior to the end of each option period.



- 3) Coordinate with the COR and potentially another vendor, and implement the Transition Plan according to the COR's direction.
- 4) Provide assistance to the COR and potentially another vendor to stand-up and ensure the applications, systems, databases, platform, and environments are tested and fully operational.
- 5) Ensure the transition plan includes a detailed inventory of all files, materials, etc. that will be submitted along with detailed instructions to seamlessly set up the websites, applications, databases, systems, platform, etc. At that time, all files, materials, boxes, etc. shall be clearly labeled, packaged, and indexed according to the inventory.

#### **4.2.2 Transition Activities**

The Contractor shall:

- 1) During the transition to the Government and/or a new contractor, the Contractor shall perform all necessary transition activities, including, but not limited to, continued full services to SBA and other customers; participation, at discretion of COR in five or more meetings with the Government or new contractor to effect a smooth transition and provide detailed information on the operation of all deliverables; training of new personnel (contractor or Government) during transition period, in all system operation and maintenance functions; appropriate close-out of outstanding technical and related work.
- 2) Final report should include list of accomplishments, documentation, and customized code developed for SBA. Should the Contractor be terminated prior to the end of the scheduled base period, the Contractor shall transfer all project materials to the COR within two weeks of the COR's request.

#### **4.3 Controlled Facilities and Information Systems Security**

The contractor must adhere to the IT security requirements described in the Appendix, including all security requirements related to deliverables under this Task Order.

#### **4.4 Section 508 Accessibility Standards Notice (September 2009)**

All deliverables (including, but not limited to, electronic and information technology (EIT)) procured through this Task Order must meet the applicable accessibility standards at 36 CFR § 1194, U.S. Architectural and Transportation Barriers Compliance Board (Access Board) under the authority of Section 508 of the Rehabilitation Act Amendment of 1998, unless an agency exception to this requirement exists. 36 CFR § 1194, U.S. Architectural and Transportation Barriers Compliance Board (Access Board) is viewable at <http://www.section508.gov>. The Contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR § 1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

#### **4.5 Non-Disclosure Policies**



The work to be performed by and the data released to the Contractor's personnel shall be treated as sensitive and confidential in nature and is not to be discussed with or released to anyone except SBA employees assigned to work with the Contractor and other Contractor personnel working on the Task Order.

The Contractor is responsible for requiring all of its employees working under this Task Order, who have access to privileged information under this Task Order, to execute all Certifications required by the SBA. The SBA, as it deems appropriate, may require additional certifications be completed by the contractor at any time during Task Order performance.

#### 4.6 Potential Organizational Conflicts of Interest

Offerors shall provide a signed statement which describes concisely all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract or task order and bearing on whether the Offeror has a possible organizational or personnel conflict of interest with respect to:

- 1) Being able to render impartial, technically sound, and objective assistance or advice, or
- 2) Being given an unfair competitive advantage.

The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

No task order award shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer. The vendor will notify the Contracting Officer in writing as soon as any conflict of interest is identified and will propose steps for mitigating the conflict.

Refusal to provide the requested information or the willful misrepresentation of any relevant information by an Offeror shall disqualify the Offeror from further consideration for award of a task order under this solicitation.

If the Contracting Officer determines that a potential conflict can be avoided, effectively mitigated, or otherwise resolved through the inclusion of a special contract clause, the terms of the clause will be subject to negotiation.

#### 4.7 Contractor Use of Commercial Computer Software, Including Open Source Software

Open source software is often licensed under terms that require a user to make user's modifications to the open source software or any software that the user combines with the open source software freely available in source code form pursuant to distribution obligations in the license. In cases where the Contractor proposes to use the open source software while performing under this Task Order, regardless of whether the open source software is delivered, the Contractor shall not create,

or purport to create, any Government distribution obligation with respect to Government computer software deliverables. Prior to using any commercial computer software, including open source software which is considered commercial computer software, the Contractor shall evaluate each license for commercial computer software, and confirm that each of the following requirements is satisfied:

- 1) A license for a particular commercial computer software shall be compatible with all licenses for other commercial computer software that are or will be linked to, adapted to, integrated, combined or merged with the particular commercial computer software, including when the particular commercial computer software and the other commercial computer software are used with another computer program
- 2) A license for commercial computer software shall not impose a future Government obligation that is foreseeable by the Contractor
- 3) A license for commercial computer software shall not be terminated by the Contractor's use of the commercial computer software in performing under the contract
- 4) Contractor's cost to comply with this requirement presents no additional costs to the Government

If, as a result of the Contractor's evaluation, the Contractor satisfies all of the requirements in the paragraphs above, then the Contractor shall provide a written summary report of the above findings to the Contracting Officer stating that the Contractor has evaluated the commercial computer software use and the commercial computer software license, and made each determination required in the paragraphs above. The Contractor shall request permission from the Contracting Officer to use the proposed commercial computer software. This notification shall include all information regarding the identification and proposed use(s) of the commercial computer software.

If the Contractor is unable to satisfy all of the requirements in the paragraphs above for a particular commercial computer software license, then the Contractor may not use the commercial computer software covered by the particular license without prior written approval of the Contracting Officer. If the Contractor wants to use the commercial computer software for which the requirements in the paragraphs above within this section are not satisfied, the Contractor shall request approval to use the otherwise prohibited subject commercial computer software from the Contracting Officer by providing written notification addressing the following:

- 1) The name and version number of the software;
- 2) The name of applicable license(s);
- 3) A brief description of the technical use and implementing approach
- 4) A "yes/no" indication as to whether the Contractor has made, or will make, any modifications to the source code;
- 5) The software website; and
- 6) An identification of the reason(s) that the Contractor was unable to make the determination in the paragraphs above.

## **5. Post Award Instructions**

## 5.1 Invoicing

The Contractor shall bill for the ongoing operations as per the payment schedule documented in PWS and the corresponding cost proposal as associated with specific deliverables.

The SBA will reject all nonconforming invoices.

The Contracting Officer, working with the COR, is responsible for determining minimum requirements for the information to be provided on the invoice. For information on what constitutes a valid invoice, refer to FAR 32.905. The minimum information includes:

- Date of Invoice
- Contract #
- Requisition #
- Billing Company name/address - as stated in the award (if this changes in [www.SAM.gov](http://www.SAM.gov) at any time during the period of performance, notify the Contracting Officer to process a modification).
- Must include a "Remit to" address (which is complete) as stated in the award. If this changes in [www.SAM.gov](http://www.SAM.gov) at any time during the period of performance, notify the Contracting Officer to process a modification.
- Period of performance/services
- Amount Billed for specified work accomplished
- Total Contract value
- Cumulative Billed
- Contract Line item number (CLIN) being billed, for each milestone achieved and list of deliverables as identified in the PWS
- Narrative of performance sufficient to justify the invoice
- Explanation of incentives/disincentives
- Point of Contact for invoicing issues and phone number

Invoices shall be mailed to the email address indicated in block 18a on the SF 1449 of the award documents.

The invoice will contain a statement signed by a responsible official of the Contractor substantially similar if not identical to the following:

*"I certify that the items above have been delivered in accordance with the Task Order, and that all charges are true, correct, and have not been previously billed."*

## 5.2 Funding

Funding for performance will be allocated and obligated for each exercised Contract Line Item (CLIN).

## 6. Inspection and Acceptance

## 6.1 Overview

The contractor shall ensure proper control and coordination of all deliverables to ensure they are on time. Unless otherwise stated, the Government will review deliverables and notify the contractor of acceptance or non-acceptance within 5 business days. Representatives of the contractor shall meet with the COR and other members of the Government as necessary to review status of deliverables.

## 6.2 Notice Regarding Late Delivery

The Contractor shall notify the COR, or other authorized representative designated in each Task Order, as soon as it becomes apparent to the Contractor that a scheduled delivery will be late. The Contractor shall include in the notification the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. Such notification in no way limits any Government contractual rights or remedies, including, but not limited to, termination.

## 6.3 Default Acceptance

Notwithstanding the foregoing, any deliverable requiring acceptance by the Government shall be deemed to be accepted by the Government if no written notice of non-conformity has been received by the Contractor within the acceptance period as outlined in Section 6.1.

# 7. Deliveries and Performance

## 7.1 Period of Performance

The Period of Performance for this Task Order shall be a base period of 6 months, with one (1) 6-month Award Term Incentive. Two (2) additional 6-month Award Term Options will be included for a total potential period of performance of up to two (2) years as described in Section 2.5.

## 7.2 Place of Performance

Offerors shall propose the number and composition of on-site (at SBA HQ in Washington, DC) and off-site personnel teams as it relates to their proposed solution.

Any off-site development and test environments need to be compliant with SBA and federal security guidelines as detailed in the Appendix.

## 7.3 Packaging and Marking of Deliverables

All information and deliverables shall be delivered electronically to the COR, unless otherwise instructed, and shall be marked as follows:

- 1) Name and Address of Contractor;
- 2) Task Order Number;

- 3) Description of item contained therein; and
- 4) Consignee's name and address.

## **8. Contracting Officer**

### **8.1 Contracting Officer's Authority**

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this Task Order shall not be construed to authorize the revision of the terms and conditions of this Task Order. Only the Contracting Officer can authorize any such revision in writing. The Contracting Officer shall promptly countermand any action that exceeds the authority of the COR.

### **8.2 Contracting Officer's Representative (COR) Authority**

The Contracting Officer may designate additional technical personnel to serve in monitoring the work under this Task Order. The COR will coordinate and manage the activities under the Task Order.

## **9. Special Contract Requirements**

### **9.1 Title to Materials Shall Vest in the Government**

All hardware, software, materials, products, licenses, source code, data, and information produced and/or furnished to the Government under this Task Order shall become the property of and remain with the Government upon delivery and acceptance by the Government. This shall include but not be limited to the following: plans, systems analysis, design specifications, drawings, completed programs and documentation thereof, reports and listings, all tapes, disk files, and other items pertaining to the work and services to be performed pursuant to the Task Order. The Government shall have unlimited rights to use, disclose, reproduce, prepare derivative works, and distribute copies to the public of such hardware, software, materials, products, licenses, source code, data, and information in any manner and for any purpose, and to have or permit others to do so, without compensation to or approval from the Contractor.

All hardware, software, materials, products, licenses, source code, data, and information produced or acquired with Task Order funds, or under the Contractor's control as Government Furnished Property or Materials, shall be turned over to the Government (or a new contractor, as applicable) in good condition. All data and supporting documentation shall be submitted or furnished to the Government, including the website, application, data files, analytic data files (with associated instructions and codebook listing and defining all variables), and public use data files with associated documentation. Analytic files (where source files are reduced in volume and tailored to specific analyses), data analytic programs and results produced under auspices of this project shall be property of the Government. All information and materials including data developed under this

Task Order are the property of the Government and shall be delivered as part of the transition and turnover at the end of the Task Order.

## 9.2 Limited Use of Data

Performance of this Task Order may require the contractor to access and use data and information proprietary to the Government, which is of such a nature that its dissemination or use, other than in performance of this Task Order, would be adverse to the interests of the Government.

The Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this Task Order until made public by the Government, except to authorized Government personnel or upon written approval by the Contracting Officer. The Contractor shall not use, disclose, or reproduce data identified as proprietary, other than as required in the performance of this Task Order. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides for greater rights to the Contractor.

The Contractor shall release all required deliverables and data or other works developed under this Task Order solely in accordance with the terms and conditions of this Task Order. All data collected and remaining in the custody of the Contractor at the close of this Task Order that permits identification of an individual or entity described in the data, or an individual supplying it, must be delivered to the COR or destroyed, in accordance with the terms of the Transition Plan. No copies or parts of data, derivative files (encrypted and/or individually identifiable) may be kept by the contractor.

## 10. Contract Clauses (Note: all Alliant SB GWAC Clauses are Included in the Task Order)

### 10.1 FAR Clauses

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 address:  
<https://acquisition.gov/far/index.html>.

In addition to the clauses below, all Alliant Small Business GWAC clauses are hereby incorporated into this Task Order.

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

- (a) The Government may extend the term of this Task Order by written notice to the Contractor within 10 days of Task Order expiration date, provided that the Government gives the

Contractor a preliminary written notice of its intent to extend at least 10 days before the Task Order expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended Task Order shall be considered to include this option clause.
- (c) The total duration of this Task Order, including the exercise of any options under this clause, shall not exceed 24 months.

#### FAR 52.227-14 Rights in Data General. (May 2014)

#### FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (Dec 2007)

- (a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]—
  - ( ) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
  - ( ) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

- (c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

#### FAR 52.237-3 Continuity of Services (Jan 1991)

## 11. Documents, Exhibits, Attachments

### 11.1 Listing of Attachments (Separate Documents)

Attachment 1- Modernizing the SBA's Digital Services

Attachment 2 – Oral Presentation Scenario and Example User Stories

## 11.2 Listing of Appendix Items (Included within this Document)

- Initial Product Backlog
- Figures 1 and 2, Office of Government Contracting and Business Development Systems
- IT Security Requirements