

# General Services Administration

## Federal Acquisition Service

### Technology Transformation Services

#### Centers of Excellence

1800 F Street NW | Washington, DC | 20405

#### FaaS, ERM, and IDE

# Request for Quote

## Details

**From:** Daniel Miller, Contracting Officer (CO), General Services Administration (GSA), National Capital Region (NCR), Assisted Acquisition Services (AAS)

**Issued for:** GSA, FAS, Technology Transformation Services (TTS), Centers of Excellence (CoE)

**Subject:** ID11190038 Request for Quotation (RFQ)

**Date:** September 24, 2019

**Set-aside:** Full and Open Competition

**Contract vehicles:** GSA Schedule 70 SIN 132-51 IT Professional Services

GSA Schedule 70 SIN 132-32 Term Software License

GSA Schedule 70 SIN 500 Order-Level Materials (OLMs)

# Deadlines and response formats

Item	Date responses due	Format
<b>RFQ Questions and Answers</b>	October 1, 2019 at noon, eastern	Google Form (see section 2.1 for details)
<b>Technical Challenge Question</b>	October 9, 2019 at noon, eastern	Google Form (see section 4.2 for details)
<b>Technical Volume</b>	October 9, 2019 at noon, eastern	eBuy Submission (see section 4.3 for details)
<b>Pricing Volume</b>	October 9, 2019 at noon, eastern	eBuy Submission (see section 4.4 for details)

## 1.0 Statement of Objectives

### 1.1 Background

The mission of the Centers of Excellence (CoE), housed within the General Services Administration (GSA), is to accelerate Information Technology (IT) modernization, improve the public experience, and reduce legacy IT spending across the Government. CoE accomplishes this by centralizing top government tech talent, leveraging private-sector best practices, and operating with a teaming mindset across Government departments and agencies. To better align with the dynamic effects of such a transformation, CoE provides agency partners with a shared service solution for professional services.

At the U.S. Department of Housing and Urban Development (HUD), the Cloud Adoption CoE was tasked with analyzing systems and applications to recommend optimal pathways to modernization using cloud adoption.

### 1.2 Purpose

The primary purpose of this procurement is for a cloud-based electronic records management (ERM) system to support multiple data sources, as well an intelligent data extraction (IDE) capability for the extraction of written material from paper forms. The first goal is to set up a repository for new and existing records, around which additional data flow automation can be constructed.

The Government requires conversion of paper-based submissions, which includes standard forms and supporting documentation, to be digitized using intelligent data extraction and ingested into a cloud-based electronic records management ERM solution. HUD maintains a library of 951 paper forms, and receives millions of completed paper or scanned form submissions annually. Many of these are processed manually, where a person performs manual data re-entry before archiving the paper form. HUD plans to transition gradually to a digital process, turning paper forms into web-based forms, while ensuring that paper submissions that currently exist and may be submitted in the future are turned into digital submissions. The Government may require, on an optional basis, all 951 static paper-based forms to be eventually converted into web-based adaptive forms.

In this procurement, a select number of the more complex use cases (~10) may be integrated in the base year through the combination of all the components to provide an end-to-end capability that can be replicated among other forms through exercising them as optional tasks. Section 7.4 provides an initial backlog of epics the Government intends to implement in the base year of performance, staggered such that they are addressed relatively simultaneously, through this procurement. Use cases, which are optional tasks, may be exercised anytime during the period of performance in accordance with FAR Clause 52.217-7 Option for Increased Quantity-Separately Priced Line Item.

## 1.3 Scope

The contractor must implement an ERM capability and develop an open API that allows for modularized integrations with existing and custom-based services. Rollout of the ERM capability will target individual program areas, leading up to enterprise-wide adoption; the contractor must work with program areas to determine the types and scope of records to be managed through the ERM capability. The IDE solution must provide a way for HUD to capture static data, containing both typewritten and handwritten data, already existing on paper forms, through an Intelligent Character Recognition (ICR)/Optical Character Recognition (OCR) capability. The scope does not include the scanning of paper records itself, but merely constructing the pipeline that HUD will send the archival paperwork through, as it is scanned in, and enable extraction of structured data through an API.

The optional cloud-based forms solution, if exercised, will provide key HUD stakeholders with access to the entirety of selected HUD data from both paper and digital form submissions, in a format that will be easy to use and can eventually provide analytics functionality or populate related applications with data that has been previously unavailable.

All custom software developed under this task order will be published in the public domain and under a CC0 1.0 Universal license, needs to employ a cloud-native architecture (such as modern service-oriented architecture (SOA), microservices, etc.), must scale in real-time in response to changing demand, and should have no single point of failure, all of which must be consistent with best cloud practices. For components requiring cloud hosting, HUD will provide hosting in its Azure Government environment.

### 1.3.1 Performance objectives

The contractor must achieve the following objectives:

1. **Integrate electronic records management (ERM) solution** - The ERM application must ensure compliance with NARA Records Management Guidance and Regulations (NARA). The system must capture and store all forms data entered by users via the FaaS platform, if exercised. The system must store data extracted or derived from uploaded documents. The data stored in the ERM system must allow users to retrieve records based on search criteria and enable reporting capabilities. The system must also expose through functionality an open API to serve relevant applications.
  - a. The ERM solution should be set up to declare records, capture records, organize records, maintain records security, manage access and retrieval, preserve records, and execute disposition as described in 36 CFR 1236.20. System and file backup processes and media do not provide the appropriate recordkeeping functionalities and must not be used as the agency electronic recordkeeping system. The contractor must demonstrate the end-to-end information lifecycle including creation, use, and disposition of documents. The pilot of the ERM solution should demonstrate this life cycle with an explicit, but limited, set of record series (record types).
  - b. The ERM solution must provide metadata identifiers that describe context, content, and structure of the records, and must demonstrate report generation capabilities that allow for effective controls and compliance such as audit logs, disposition eligibility, or customized ad hoc reports. Solution must demonstrate compliance with the NARA Universal ERM Requirements.
2. **Extract data from paper forms** - The Intelligent Data Extraction (IDE) capability must be a commercial ICR software, an advanced form of OCR, or its equivalent, capable of extracting data from forms that may reside in PDF or similar document formats. HUD intends to iteratively process its backlog of paper forms as technology advances, and the IDE should be sufficiently modular to permit the future inclusion of third-party API calls for as-yet-non-existent features. Cursive handwriting must be recognizable with at least 70% accuracy, as a starting point. The solution must include a web-accessible user

friendly interface allowing human operators to review and validate data and achieve at least a 99% accuracy rate.

3. **OPTIONAL TASK Implement the Forms as a Service (FaaS) platform** - This task is optional, it may be exercised anytime during the period of performance. A web-based forms solution that allows HUD users to recreate existing HUD forms as adaptive forms, specify a schema that completed forms must comply with, and deploy them for completion by end-users. The data entered by users must be exposed through an open API for integration with HUD systems. The targeted authoring users are not programmers, and the user interface for building forms will need to be enhanced iteratively to meet their identified needs. The forms that are to be digitized must be prioritized based on impact, stakeholder co-operation/mutual agreement, and technical integration requirements.
4. **OPTIONAL TASK Integrate electronic signature solution** - This task is optional, it may be exercised anytime during the period of performance. The FaaS platform must provide or integrate with an electronic signature capability that permits signing users to affirm their identity and mark their assent in a manner consistent with applicable laws (e.g., ESIGN Act and UETA), regulations, and OMB guidance. The electronic signature component must be loosely coupled to the FaaS system in order to facilitate potentially replacing this functionality and switching to another e-signature vendor in the future if required.
5. **Develop an open API to manage ERM, IDE FaaS, eSign functionality** - An API gateway must be configured, using HUD's Mule ESB or the Azure API Gateway, to integrate all the new services, or future services and capabilities to facilitate data transfer between new forms data, electronic signatures and appropriate HUD systems of record. This may also encompass integration of a FaaS solution data based on exercising the associated optional task objectives.

### 1.3.2 Deliverables

#### **1.3.2.1 Place of Delivery**

All reports and deliverables should be submitted electronically through GSA's electronic contract system (ITSS) at:

<https://portal.fas.gsa.gov/group/aasbs-portal/itss-home>

If deliverables are not able to be submitted in ITSS, the contractor must submit a list in ITSS with the name/description of the deliverable, date submitted, and delivery format. Copies of all deliverables must also be delivered electronically to the GSA COR.

### **1.3.2.2 Acceptance and Inspection**

The Government and Contractor define acceptance of the deliverables as follows:

Deliverable passes all new automated and manual acceptance tests that were defined before the most recent iteration. Deliverable passes all prior automated and manual acceptance tests, verifying that no regression has occurred. Deliverable conforms to the “definition of done” that was defined before the iteration.

The customer, Product Owner (PO), will have a period of one week within an iteration “Evaluation Period” after increments of a deliverable have been provided to verify that the Deliverable or part thereof is not deficient per acceptance criteria. The PO should notify Contractor prior to the expiration of the relevant Evaluation Period if the Deliverable or part thereof is deficient in any material respect (a “Nonconformity” pursuant to the definition of done or acceptance criteria agreed upon by the parties).

The Contractor will correct such Nonconformity as soon as reasonably practical but no longer than the length of one iteration whereupon. The Government will receive an additional Iteration period (“Verification Period”) commencing upon its receipt of the corrected Deliverables or part thereof to verify that the specific Non-conformity has been corrected.” “The Contractor will also deliver the release test plan which is a step by step walkthrough of the functionality in the release and allows the user community to make notes and comments regarding how that functionality can be improved and made more useable or defect-free. The Contractor must work to correct all errors and increase usability. Comments that are delivered within [agreed # of days] of the release walkthrough must be included in the subsequent deliverable/release.”

### **1.3.2.3 Deliverable Table**

As part of its Performance Work Statement (PWS), the contractor shall provide a detailed deliverable table capturing each particular proposed deliverable, due date(s), milestones and acceptance criteria for all work required to accomplish this statement of objectives.

## **1.4 Operations and Operating constraints**

The contractor will be working in an environment with the following operating constraints:

1. The FaaS, Electronic Signature, and IDE solutions must be a combination of commercially available and custom solutions (e.g., Software-as-a-Service (SaaS)) that can be integrated into the HUD IT environment, with the initial focus to be on standing up a solution as quickly as possible before developing custom modules to replace commercially available modules, as is practicable.

2. The ERM solution must, to the extent possible, utilize cloud-based infrastructure and may be either a managed solution or deployed on a commercial cloud service provider.
3. All SaaS components must seamlessly integrate with Salesforce, and other designated HUD CRM solution, as well as, Microsoft Office 365 Enterprise. Preference will be given to solutions with the strongest set of pre-built integrations in terms of number of integrations available and the level of each integration.
4. Solutions must comply with all federal systems security regulations, including the National Institute of Standards and Technology (NIST), the Federal Information Security Management Act (FISMA), and the Federal Risk and Authorization Management Program (FedRAMP).
5. Solutions must seamlessly integrate with certain HUD legacy systems, including but not limited to those listed at <https://www.hud.gov/systems>.
6. For the management of Agile sprints, HUD will provide agile management tools (e.g. JIRA), as well as the necessary user licenses and hosted environment.

Additionally, the contractor must collaborate with other teams at HUD in the following ways:

- Contact Center and Customer Experience CoE teams: Migrate or develop any forms that involve their operations and integrate them into the wider FaaS, ERM, and IDE solution, should the FaaS capability option be exercised.
- Data Analytics CoE team: Ensure data governance and related practices are followed.
- CoE's Communications and Outreach team: Support the generation and delivery of executive level briefings, talking points, emails, and other communication materials.
- HUD's Program Management Office: Ensure required deliverables are documented for HUD leadership review.

## 1.5 Period and place of performance

The initial (base) period of performance (POP) for this order is twelve (12) months. There will also be two (2) option periods of twelve (12) months each, for a total period of performance for thirty-six (36) months. The POP is expected to begin on the date of the official kickoff meeting.

The place of performance is primarily at GSA's headquarters, located at 1800 F St NW, Washington, DC 20006. However, work may be required to be performed at HUD's headquarters, located at 451 7th St SW, Washington, DC 20410, or at the contractor's facilities. Any contractor-managed facilities and all work-from-home personnel must be located within the United States of America. Additionally, work may be required to be performed at other locations within the local travel area, which might include other GSA, HUD, or partner agency locations.

Designated key personnel, including technical and project management leads, must work predominantly on-site. Non-key personnel may work on-site or off-site.

## 1.6 Order Type

The Government intends to issue a hybrid task order using Firm Fixed Price and Labor Hour under an existing contract under GSA Schedule 70 SINs noted on the cover page. All quotes must be submitted on that basis.

# 2.0 Special Instructions

## 2.1 Questions

All questions concerning this RFQ must be submitted electronically through this **RFQ Questions & Answers Google Form** by the deadline provided on the cover page.

Questions should be written in a way that enables clear understanding of the contractors' issues or concerns. 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 via an amendment to the RFQ. Similar questions may be answered by referring to a previous answer for efficiency.

## 2.2 Quotation requirements

A complete quote must include complete responses, by the dates and times listed on the cover sheet, to the Technical Challenge Question form, the Technical Volume ~~form~~ and the Pricing Volume ~~form~~.

## 2.3 Conflicts of Interest

### 2.3.1 Potential Organizational Conflicts of Interest (OCI) statement

No award will be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the CO in accordance with FAR subpart 9.5 - Organizational and Consultant Conflicts of Interest. Acknowledgement of this statement is to be made within the Technical Volume submission.

### 2.3.2 Conflicts of interest between Phase I and Phase II at HUD

If a contractor performed work in a specific functional area during discovery and



assessment (Phase I) at HUD, they will not be able to receive an award in that same functional area during implementation (Phase II). This is because such a vendor played a role in developing requirements. See FAR 9.505-2. However, if a contractor performed work in a specific functional area during discovery and implementation (Phase I) at HUD, they may be able to submit a quote against a different functional area during implementation (Phase II) at that same agency as long as they submit a mitigation plan and that mitigation plan is accepted by the CO.

## **2.4 Communications before award**

The contractor must direct all communications to the CO.

## **3.0 Basis of Award**

This procurement is being conducted in accordance with FAR subpart 8.4 - Federal Supply Schedules. This is not a FAR part 15 - Contracting by Negotiation, procurement. All submissions in response to this RFQ are considered quotations, not proposals or offers, even if labeled as such. The contractors will be required to agree to and be bound by all instructions, procedures, and rules of this RFQ. The Government is not obligated to determine a competitive range, conduct discussions, solicit final revised quotations, or use other techniques associated with FAR part 15. The contracting techniques associated with FAR subpart 15.3 do not apply.

### **3.1 Best value trade-off**

The Government will evaluate quotes that are technically acceptable on a competitive best value basis using a trade-off between technical and price factors. Technically acceptable submissions will be evaluated based on five (5) evaluation factors. These factors are:

1. Technical Approach
2. Performance Work Statement (PWS)
3. Management Approach
4. Similar Experience
5. Price

**The technical evaluation factors and submission instructions are in Section 4 of this RFQ.**

The four (4) technical, non-price evaluation factors, when combined, are significantly more important than price. The Government may make an award to an Offeror that demonstrates an advantage with respect to technical, non-price factors, even if such an award would result in a

higher total price to the Government. The importance of price in the evaluation will increase with the degree of equality between Offerors with respect to the non-price factors.

## 3.2 Evaluation approach

The Government intends to utilize a phased approach for this procurement. To be considered for award, contractors must successfully pass through each phase. The technical evaluation will be made up of the following phases:

1. **First Phase:** Technical Challenge
2. **Second Phase:** Technical Volume, consisting of the Technical Approach, PWS, Management Approach, and Similar Experience
3. **Third Phase:** Oral Interview

While pricing will be evaluated separately from the technical volume, it will be evaluated concurrently.

## 3.3 Technical Evaluation scale

### 3.3.1 First Phase

A contractor's ability to approach work similar to that envisioned by this solicitation will be evaluated on an **Acceptable/Unacceptable** basis. Contractor quotes failing to achieve an "Acceptable" rating will not be further evaluated. To be considered "Acceptable", the Contractor must address a challenge question:

1. What is your approach to integrating an ERM solution with legacy HUD systems and enterprise capabilities such as Microsoft Office 365 to provide various ingestion mechanisms? How would the proposed solution enforce business rules for retention and disposition of both records and non-records?
2. How would your proposed ERM solution integrate an Intelligent Data Extraction (IDE) solution to turn unstructured documents, such as large scanned PDFs with handwriting, into categorized and tagged records and extract data elements?

Contractor quotes failing to achieve an "Acceptable" rating will not be further evaluated.

### 3.3.2 Second Phase

A contractor's Technical Approach will be evaluated using the following ratings:

- **Exceptional:** Quotations receiving an “Exceptional” rating will explain how specific methods or techniques will be used by the contractor to successfully achieve each performance objective associated with this solicitation. Further, “Exceptional” quotations will specify methods or techniques that will allow the contractor to exceed all performance objectives in a specific way that benefits the Government. Quotations will demonstrate full understanding of the Government’s requirements and outline constraints faced in delivering the Government’s objectives. Finally, “Exceptional” quotations will explain how the methods or techniques to be used by the contractor are free from issues requiring Government intervention to address.
- **Good:** Quotations receiving a “Good” rating will explain how specific methods or techniques will be used by the contractor to successfully achieve each performance objective associated with the solicitation. Further, “Good” quotations will specify methods or techniques that will allow the contractor to at least meet all performance objectives. Quotations will demonstrate full understanding of the Government’s requirements and outline constraints faced in delivering the Government’s objectives. Finally, “Good” quotations will explain how the methods or techniques to be used by the contractor either free from issues identified during evaluation, or are associated with issues determined during evaluation to be correctable. A quotation identifying methods or techniques that exceed all performance objectives will receive no better rating than a “Good” rating if that quotation contains correctable issues.
- **Poor:** Quotations receiving a “Poor” rating fail to meet the basic requirements of this solicitation. A quotation that fails to explain how specific methods or techniques will be used by the contractor to successfully achieve any performance objective associated with the solicitation will receive a “Poor” rating. A quotation that specifies methods or techniques that fail to meet all performance objectives, or a quotation that contains uncorrectable issues will receive a “Poor” rating. Quotations will receive a “poor” rating if they fail to demonstrate full understanding of the Government’s requirements or fail to outline constraints faced in delivering the Government’s objectives.

The Government will evaluate the PWS with the following adjectival ratings:

- **Exceptional:** Quotations will receive an “Exceptional” rating if the performance work statement meets the standard for “Good” but also provides multiple additional benefits to the Government that appear likely to result in higher quality service and/or deliverables.
- **Good:** Quotations will receive a “Good” rating if the performance work statement meets all of the objectives reflected in this SOO. The performance work statements must define exactly what the contractor is required to do and when. Each task is mapped to language

of the SOO describing objectives and other requirements. Accompanying deliverable table lists all deliverables proposed, due dates and acceptance criteria.

- **Poor:** Quotations will receive a “Poor” rating if they fail to meet the standard for an “Acceptable” rating.

A contractor’s Management Approach will be evaluated using the following ratings:

- **Very Likely:** Management approach tends to indicate that the contractor is very likely to adequately and appropriately staff the requirement, and work well as a cohesive unit with subcontractor and/or teaming partners, if any, is very likely to perform the PWS as proposed. Contractor’s approach identifies project risks and proposes adequate mitigations measures for all identified risks.
- **Likely:** Management approach tends to indicate that the contractor is likely to adequately and appropriately staff the requirement, and work well as a cohesive unit with subcontractor and/or teaming partners, if any. Contractor’s approach identifies project risks and proposes adequate mitigations measures for all identified risks.
- **Unlikely:** Management approach tends to indicate that the contractor is unlikely to adequately and appropriately staff the requirement, or work well as a cohesive unit with subcontractor and/or teaming partners, if any. Contractor will also be rated “unlikely” if the approach fails to identify project risks and/or proposes inadequate mitigations measures for all identified risks.

A contractor’s Similar Experience will be evaluated using the following ratings:

- **Very Likely:** Vendor displays substantial experience in the performance of similar requirements.
- **Likely:** Vendor displays some experience in the performance of similar requirements.
- **Unlikely:** Vendor displays little experience performing similar requirements.

Contractor quotes failing to achieve at least “Good” and “Likely” ratings in all rated factors will not be further evaluated or be considered in a best value trade-off exercise.

Contractor quotes failing to achieve at least “Good” and “Likely” ratings in all rated factors will not be further evaluated.

### 3.3.3 Third Phase

The portions of the oral interviews that are technical in nature, they will be evaluated according to the same scale as the Technical Approach and PWS submissions, outlined in 3.3.2, above. The

portions of the oral interviews that are related to the management approach or similar experience, they will be evaluated according to the same scale as the Management Approach and Similar Experience submissions, outlined in 3.3.2, above.

### 3.4 Price Evaluation

The offeror's price quote will be evaluated to assess for price reasonableness. The six-month extension period, authorized by FAR clause 52.217-8, will be included in the total evaluated price and will be evaluated to ensure that the option is available for the unilateral exercise of the Government should an extension become necessary. The offeror shall not quote a price for the six-month extension.

The Government will assess the level of effort and the mix of labor quoted. Quoted hourly rates will be compared to the corresponding hourly rates on the underlying GSA Schedule contract. The contractor is requested to provide discounts from its schedule pricing.

Any quote that contains products/services that are not currently contained on the contractor's schedule contract will be ineligible for award.

If a vendor quotes any OLMs, those items must be identified on the pricing sheet and the contractor must provide three quotes to determine fair and reasonable pricing.

## 4.0 Submission instructions and processes

### 4.1 Submission instructions

To satisfy each required factor, the contractor must submit the following:

1. **Technical Challenge Question Google Form** - The response must include answers to all the required questions.
1. **Technical Volume** - The response must include answers to all the required questions in the Technical Approach, PWS, Management Approach (which will include Contractor Teaming Arrangement (CTA) / Subcontractor questions), and the Similar Experience sections. Technical Approach volumes must be responsive to the Technical Approach, Management Approach, and Similar Experience, and are limited to no more than three (3) pages, inclusive of all charts, graphics, tables, cover letters, and other content. If proposing a CTA the Technical Volume should be no more than four (4) pages inclusive of all charts, graphics, tables, cover letters, and other content. The contractor must ensure

the total page count of the PWS does not exceed 5 pages beyond the original page count of 16 prior to the contractor's changes, for a total of 21 pages.

2. **Pricing Volume** - The response must include an attached Pricing Sheet using the Excel template provided.

**Please note:** For any questions that indicate a character limitation, Google Forms considers punctuation (e.g., commas, semi-colons, quotation marks, etc.) and spaces as characters.

The contractor must also accept and understand the following:

- If any contractor has made any assumption as part of their quotation, they must identify and explain such assumptions in their Technical Volume submission. If technical assumptions are not noted, it will be expected that the contractors quotation reflects no technical assumptions for award and agrees to comply with all of the terms and conditions set forth in the solicitation. It is not the responsibility of the Government to seek out and identify any assumptions, conditions, or exceptions for each contractor's quotation.
- Contractors taking exception to any terms and conditions of the RFQ will not be considered for award.
- Incomplete quotes will be considered unacceptable and will not be further evaluated.
- Quotations must be submitted pursuant to the deadlines provided on the cover sheet, above.

## 4.2 Technical Challenge Question submission process

Contractors are required to submit a response to the Technical Challenge Question via a Google Form. **This sentence will be a link to the Google Form and published via an amendment that will be posted no earlier than two business days before the close of the response period.**

The Technical Challenge Question response will be submitted as part of the overall quote and will be limited to 1500 characters (about 1/2 a page).

## 4.3 Technical volume submission process

Contractors are required to submit a response through eBuy. The Technical Volume response will be submitted as part of the overall quote.

#### 4.3.1 Technical Approach

The contractor must demonstrate their understanding of the Government's requirements by addressing their technical understanding of the needs outlined in this solicitation and the technical methodology they will use to address those needs. The contractor's responses should describe the approach, methods, and techniques proposed to effectively achieve the performance objectives stated in this solicitation. Additionally, the contractor must outline any constraints they would face in achieving those objectives, and the operational requirements they would need to be successful.

#### 4.3.2 PWS

The contractor must set forth a performance work statement that meets all of the objectives reflected in the SOO. The performance work statements must define exactly what the contractor is required to do and when. Each task is explicitly mapped to language of the SOO describing objectives and other requirements. Accompanying deliverable table lists all deliverables proposed, due dates and acceptance criteria.

#### 4.3.3 Management Approach

The contractor must provide a narrative detailing their staffing approach, including how they will approach hiring to fill gaps to fulfill this requirement, and what skill sets, roles, and responsibilities of the individuals involved on their team. If subcontracting or teaming, the contractor must discuss their approach to working with their partner(s) in providing a solution to the objectives outlined within the solicitation, how they will support Agency Partner requirements as a cohesive unit, and the nature of how they will work together as an integrated entity in general. The contractor should identify all associated risks, and provide their strategy to mitigate each risk.

#### 4.3.4 Similar Experience

This criteria considers the extent of the contractor's experience as a firm in providing like or similar services. The contractor must provide project examples explaining in a detailed narrative how the characteristics of the selected projects are related to this solicitation. The contractor must detail its similar experience in a maximum of three (3) contracts, either public or private experience currently being performed or which have been completed within the last three (3) years. The contractor must describe the client, project title, scope of work, the period during which the work occurred, the dollar value of the work performed, the specific responsibilities of the contractor, major deliverables produced, performance measures/service levels applied, any awards that were received for superior performance, quality assurance, risk management methodologies used, lines of communication used, and any problems or issues that occurred, and

the corrective action taken. The contractor must provide point of contact data sufficient for the Government to verify the information.

## 4.4 Pricing volume submission process

Contractors are required to submit a response through eBay. The Pricing Volume response will be submitted as part of the overall quote. The main requirement is to use this **Pricing Sheet template**, without editing the structure, and submitting it in response to the appropriate question.

The offeror must fully support all proposed prices. An offeror's quote is presumed to represent the offeror's best efforts in response to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price, must be explained in the quote.

The offeror must not include any price data as part of their technical quote.

The price quote must follow the instructions in the Attached Pricing Sheet with all fields to be completed. No Assumptions, Conditions, Exceptions are permitted. Any response containing Assumptions, Conditions, or Exceptions will be rejected and is ineligible for award.

### 4.4.1 OCI Statement

The offeror and each subcontractor, consultant, and teaming partner involved in quote development shall complete and sign an OCI Statement.

### 4.4.2 Request for Quotations (SF-1449)

When completed and signed by the offeror, Standard Form (SF) 1449), "Request for Quotations," constitutes the offeror's acceptance of the terms and conditions of the proposed TO. Therefore, the form must be executed by representatives of the offeror authorized to commit the offeror to contractual obligations. The offeror shall sign the SF 1449 in Block #30.

### 4.4.3 Supplies Or Services and Prices

The offeror shall indicate the price to be charged for each item in the attached pricing template rounded to the nearest whole dollar.

### 4.4.4 Price Supporting Documentation

The price supporting documentation is required to enable the Government to perform a price analysis. The offeror shall provide the following price supporting documentation:

1. Summary schedule (Pricing Sheet) which provides the total NTE amount for each CLIN and the total NTE price offered.



2. Full back-up documentation for the CLINs for each period of performance. The back-up documentation shall detail the labor categories to be used labor hours proposed by category and hourly rate for each category.

The offeror shall identify the discounts offered by the offeror and/or the offeror's teaming partner(s) or subcontractor(s).

#### 4.4.5 Subcontract and/or teaming partner supporting documentation

Both teaming and subcontracting are permissible under this RFQ. If a teaming arrangement is proposed, each teaming partner must provide a copy of their applicable GSA Schedule Contract to substantiate the rates offered. Failure to provide complete supporting documentation if teaming is utilized, may result in no further consideration of the offeror's quote. If subcontracting is proposed, all labor and materials proposed must be contained within the prime contractor's GSA Schedule Contract. The Government will evaluate the acceptability of any subcontractor or CTA as part of its evaluation of price. Failure to provide complete supporting documentation may result in no further consideration of the offeror's quote.

## **4.5 Oral interview process**

The oral interview associated with this RFQ does not and will not constitute discussions or negotiations as defined in FAR Part 15. The Government will not determine a competitive range, conduct discussions, nor solicit or allow revised quotes. The entire oral interview will be conducted remotely via video conference. Contractors must not bring or present slides, graphs, charts, or any other written or visual presentation materials nor will the Government accept or receive such materials. The oral interview will be designed to refine the Government's understanding of the technical proposal and may or may not result in changes to the Government's evaluation of the vendor's proposal.

Agenda Item	Time Allotted
Team Introductions	5 minutes
Interview	30 minutes
Government Question and Answers	10 minutes
<b>Total time</b>	<b>45 minutes</b>

#### 4.5.1 Interview

The interview will consist of the contractor answering the Government's core questions related to the contractor's Technical Volume submission. While the technical factors are identified in the RFQ, the core questions are not. The questions are related to the contractor's technical understanding and methodology, proposed PWS, management approach, and similar experience. This part of the interview will not exceed 30 minutes.

#### 4.5.2 Government Question and Answer

During this time, the Government may ask questions on any information that had been presented by the contractor that the Government feels is unclear or needs elaboration. The Government questions may differ among the contractors based on what needs elaboration.

#### 4.5.3 General Information

##### **4.5.3.1 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).

##### **4.5.3.2 Date and Time**

The Government will schedule the date and time of the interview with each contractor after the RFQ closing date. The Government will only interview firms that received ratings of "Good" or "Exceptional" and "Likely" or "Very Likely" for all four technical evaluation factors. The Government reserves the right to reschedule any contractor's interview date at the discretion of the CO.

##### **4.5.3.3 Participants**

Contractors may include as many participants as it feels is necessary. Contractors are advised to have technical personnel present since the Government will ask technical questions during the interview. Type and number of participants included is at the contractor's discretion and is the full responsibility of the contractor. All proposed personnel currently employed by the quoter or its teaming partners must attend the session. The Government is most interested in hearing from staff that will have a direct role in performing on the task. After the oral interview, contractor must provide an email to confirm attendance with names of participants to the meeting organizers to the CO.

## 5.0 Administration

### 5.1 Contractor Teaming Arrangements

Quoters are encouraged to team with qualified small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, and Historically Under-utilized Business Zones small business subcontractors to the maximum extent practicable. Quoters are reminded that they agreed under FAR clause 52.219-8, Utilization of Small Business Concerns incorporated into the MAS IT 70 contract that they will implement the small business policy of the United States to the “fullest extent”.

A GSA Schedule Contractor Teaming Arrangement (CTA) is an arrangement between two or more GSA Schedule contractors to work together to meet agency requirements. Each member of the CTA must have an associated FSS IT Schedule 70 contract, and hold contracts under SINs referenced above. The CTA document is a written agreement between team members detailing the responsibilities of each team member.

In the event a CTA is being proposed to provide services, the quote must include a signed copy of the CTA. The CTA can be in whatever form and format the team collectively decides is most appropriate. At a minimum, the CTA(s) must clearly state the name, list of the IT Schedule 70 numbers to be provided by each team member, and Point of Contact (POC) information of the proposed Team Lead and each proposed Team Member, as well as the business size of the Team Lead and each proposed Team Member. The CTA(s) must also clearly delineate the roles and responsibilities of each individual on the Team, the services each will perform during the task order performance, and fully describe the manner in which the contractor team will decide upon adding or deleting Team Members (provided the GSA CO implements an open season to do so). Any additional information that the Government may find useful can be included in the CTA.

All quotes in response to the RFQ must be submitted by the Team Lead. Additionally, the CTA Team Lead will be responsible for submitting invoices and all contract administration work performed at the order level.

### 5.2 Points of Contact (POC)

The Government team consists of the CO, the Contracting Officer’s Representative (COR), a CoE Lead, and (if applicable) a Technical POC (TPOC).

The CO for this buy is Daniel Miller. Questions, comments, issues, or responses must be submitted through the methods outlined in this solicitation. Any other forms of communication

will not be considered. After award, the CO will delegate most of the day-to-day tasks to the COR, CoE Lead, and (if applicable) TPOC.

A delegation letter for the COR will be provided to the awardee, outlining the contractual roles and responsibilities of the COR. The roles and responsibilities of the CoE Lead and TPOC will be provided no later than the kickoff meeting that will follow award. The names and email addresses of the entire team will also be provided no later than the kickoff meeting as well.

## **5.3 Key Personnel**

### **5.3.1 Roles**

The Contractor must designate both a Project Manager (PM) and a Technical Lead/Subject Matter Expert as Key Personnel for this project. The PM 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 Technical Lead/Subject Matter Expert must have a full understanding of the technical approach to be used by the Contractor's team and will be responsible for ensuring that the Contractor's team follows that approach.

### **5.3.2 Substitutions**

Key Personnel substitutions must be approved by the Government in writing within 30 calendar days, and will only be justified by the Government request, 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, education, training, and security level. The Government'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.

## **5.4 Quality management**

The method of quality verification that will take place for each deliverable is outlined in the deliverables table in section 1.3.2, above.

## **5.5 Indirect Handling Rate**

OLM's incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices, provided that the basic contract does not prohibit the application of indirect rate(s) on these costs:

1. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, no indirect/material handling rate must be applied to or reimbursed on these costs.
2. If no rate is specified in the schedule of prices above, no indirect rate must be applied to or reimbursed on these costs.
3. The indirect handling rate over the term of the TO must not exceed the rate specified in the schedule of prices above.

## **5.6 Badge and Key Control**

Contractor personnel shall be required to obtain and maintain security badges and adhere to the applicable installation security requirements. Homeland Security Presidential Directive (HSPD-12) mandates the issuance of a common form of identification for all federal employees and contractors for use in accessing government-controlled facilities and information systems. As a result, Contractor employees that require access to GSA facilities for six (6) months or more will be required to pass a National Agency Check with Credit (NACIC) background investigation and obtain the HSPD-12 identification, if necessary for performance, before receiving computer access. The contractor shall be responsible for the cost of complying with HSPD-12.

The contractor must ensure that all keys and/or badges issued to contractor support personnel are accounted for and controlled. At a minimum, the contractor must be responsible for the following:

1. Ensuring keys and badges are only used by the contractor's employees.
2. Prohibiting the opening of locked areas by the contractor's employees to permit entrance of persons other than the contractor or appropriate Government employees engaged in the performance of assigned work in those areas.
3. Ensuring keys and badges issued to the contractor by the Government are not duplicated.
4. Ensuring keys and badges issued by the Government are not lost or misplaced.
5. Reporting the loss of any key or badge in writing to the COR a within six (6) hours of occurrence or at the beginning of the next scheduled workday, whichever occurs first.
6. In the event of a conflict between these requirements and those of a specific agency, the specific agency requirements must prevail.

## **5.7 Hours of Operation**

Expected program support must be required at a minimum between the hours of 9 am to 5 pm Monday through Friday, but may vary depending on circumstances. Personnel must be on duty at these times at the identified place(s) of performance necessary to provide the support services

described. However, exceptions to these guidelines may be approved by the CO, COR, CoE Lead, TPOC, or other individual identified by the CO, or COR.

## 5.8 Transparency Policy

Contractors are advised that the Government reserves the right to publish documents associated with this acquisition on a publicly-available website, including any RFQs or their amendments, as well as question and answer exchanges with contractors without source-identifying information removed. The Government reserves the right to publish any other relevant information that is not confidential or proprietary in nature, but will not publish any source-selection sensitive information that would otherwise implicate procurement integrity concerns.

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

## 5.9 Data Rights and Ownership of Deliverables

It is the CoE's intent that any data or deliverable created as a result of the work performed under this order, be committed to the public domain, if reasonable. This determination will be made by the Government in its sole unfettered discretion.

It is the intention of the CoE to consider committing the following items, among other items created during the period of performance, to the public domain: all data, documents, graphics, and code created under this call order including but not limited to, plans, reports, schedules, schemas, metadata, architecture designs, and the like; new open source software created by the contractor and forks or branches of current open source software where the contractor has made a modification; new tooling, scripting configuration management, infrastructure as code, or any other final changes or edits to successfully deploy or operate software.

The contractor must use open source technologies wherever possible. All licenses must be expressly listed in the deliverable. Regardless of license(s) used (e.g., MIT, GPL, Creative Commons 0), the license(s) must be clearly listed in the documentation.

If an open source license provides implementation guidance, the contractor must ensure compliance with that guidance. If implementation guidance is not available, the contractor must attach or include the license within the work itself. Examples of this include code comments at

the beginning of a file or contained in a license file within a software repository.

If the contractor needs to use work that does not have an open source license, the contractor is required to request permission from CoE, in writing, before utilizing that work in any way in connection with the order. If approved, all licenses must be clearly set forth in a conspicuous place when work is delivered to CoE and must be owned, without any restrictions, by the Government.

## **5.10 Non-disclosure of Sensitive and Proprietary Information**

The contractor must protect from unauthorized disclosure any materials or information made available by the Government, or that the contractor has access to by virtue of the provisions of this order, that are not intended for public disclosure. This includes disclosure to individuals within the contractor's company who are not specifically assigned to work on this order. To affirm and acknowledge this responsibility, the contractor must sign a "Non-Disclosure Agreement" to cover the entity itself.

All contractor employees assigned to perform under this order must sign a "Non-Disclosure Agreement ~~and Conflict of Interest Statement~~", affirming and acknowledging that the information, technical data or proprietary software to be made available in the performance of this order are restricted for Government use only. The Non-Disclosure Agreement ~~and Conflict of Interest Statement~~ is a permanent agreement and must survive the employee's employment by the contractor. The Non-Disclosure Agreement ~~and Conflict of Interest Statement~~ must be signed by contractor employees prior to any work commencing on this order.

In the event that this order requires the contractor to gain access to the proprietary or sensitive information of Government agencies or organizations, the contractor must be required to execute written agreements with those entities, to protect the information from unauthorized disclosure and refrain from using it for any purpose other than for which it was furnished. A copy of all executed agreements must be delivered to the CO.

At the conclusion of the order, contractor representatives will conduct a thorough audit of the contractor's facilities/files to ensure that no unauthorized information, technical data, or proprietary software exists in its possession.

## 5.11 Electronic invoicing process

GSA employs Electronic Commerce in Contracting to the maximum extent practicable. Contractors must use the GSA Assisted Acquisition Service Business System (ASSIST), also known as IT Solutions Shop (ITSS), at <https://portal.fas.gsa.gov> to submit invoices. All invoice information, to include attached documents, must be submitted to ASSIST via the Central Invoice Service (CIS).

For each invoice, the contractor must complete the required fields provided in ASSIST CIS and must attach a copy of the invoice. Assistance in using the GSA ASSIST CIS application and answers to related questions may be obtained via email at [aasbs.helpdesk@gsa.gov](mailto:aasbs.helpdesk@gsa.gov) or by calling (877) 472-4877.

The Invoice Form will include all active Contract Line Item Number(s) (CLIN) on the contract. The contractor must enter the invoice amount in dollars and cents for each CLIN.

Additional instructions may be provided by the CO, COR immediately following the award of the contract or during contract administration to further enhance the use of Electronic Commerce in Contracting or to ensure compliance with GSA requirements or policies.

## 6.0 Clauses

### **FAR 52.252-1 -- SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): (<https://www.acquisition.gov/browsefar>)

### **FAR 52.232-38 Submission of Electronic Funds Transfer Information with Offer (JUL 2013)**

### **52.204-24 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).

**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)**

**FAR 52.204-2 Security Requirements (AUG 1996)**

**FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**

**FAR 52.219-6 -- Notice of Total Small Business Set-Aside (NOV 2011)**

**FAR 52.224-1 Privacy Act Notification (APRIL 1984)**

**FAR 52.224-2 Privacy Act (APRIL 1984)**

**FAR 52.232-18 Availability of Funds (APR 1984)**

**FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)**

**FAR 52.239-1 Privacy or Security Safeguards (AUG 1996)**

**FAR 52.246-6 Inspection -- Time-and-Material and Labor-Hour (MAY 2001)**

## **GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) AND HUDAR CLAUSES INCORPORATED BY REFERENCE**

**GSAM 552.204-9 Personal Identity Verification Requirements (OCT 2012)**

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

**GSAM 552.232-39 Unenforceability of Unauthorized Obligations (FAR Deviation Feb  
2018)**

**GSAM 552.238-82, Special Ordering Procedures for the Acquisition of Order-Level  
Materials**

**GSAM 552.232-25 Prompt Payment (NOV 2009)**

**HUDAR 2452.227-70 Government Information (DEC 2012)**

**HUDAR 2452.239-70 Access to HUD Systems (MAR 2016)**

## **FAR CLAUSES INCORPORATED BY FULL TEXT**

### **FAR 52.217-7 - Option for Increased Quantity - Separately Priced Line Item (Mar 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within *30 days*. Delivery of added line items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

### **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 must not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 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 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

**(End of clause)**

**52.204-25 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.

**52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018).**

(a) Definitions. As used in this clause—

“Covered article” means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

“Covered entity” means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

- (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the

case of the Department of Defense, 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 (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) 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 report pursuant to paragraph (c)(1) 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 a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

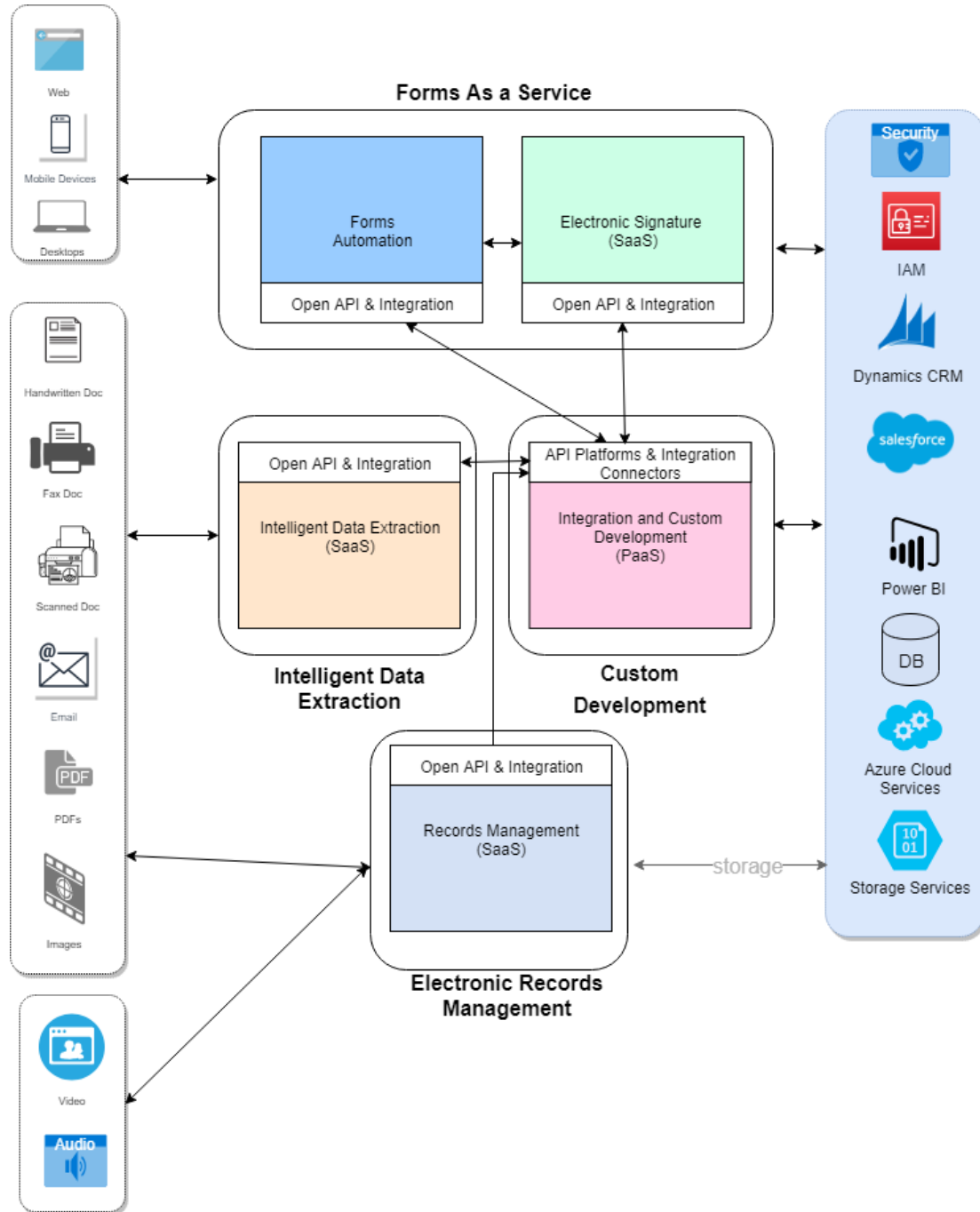
(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

## **7.0 Appendix**

### **7.1 Conceptual architecture**

The diagram on the following page will be to be utilized to develop the Solution Architecture deliverable.





## 7.2 HUD Strategic IT – Market Research

Please see the file with the same filename as the heading above in our acquisition repository.

## 7.3 HUD Forms library

Please find the [HUD forms library](#) on HUD's website.

## 7.4 Initial product backlog

Please see [the file](#) with the same filename as the heading above in our acquisition repository. This file contains the user stories that make up the initial product backlog. Please note that the backlog is subject to change between release of this solicitation and award and we look to the awardee for assistance in refining them even further upon the start of this engagement.

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