# STATEMENT OF OBJECTIVES (SOO)

A procurement by the
U.S. General Services Administration (GSA),
Assisted Acquisition Service, APEX 4
Service Center 4, Division 2

on behalf of

CLIENT AGENCY: Federal Acquisition Service (FAS)

CLIENT PROGRAM:
Office of Strategy and Innovation (OSI)

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Supplier Portal Agile Development Services

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#### 1 INTRODUCTION

## 1.1 Organization

GSA's Federal Acquisition Service (FAS) is dedicated to procuring goods and services for government. FAS possesses unrivaled capability to deliver comprehensive products and services across government at the best value possible. FAS offers a continuum of innovative solutions and services in the areas of:

- Products and Services:
- Technology;
- Motor Vehicle Management;
- Transportation;
- Travel; and
- Procurement and Online Acquisition Tools.

The Office of Strategy and Innovation (hereinafter "OSI") develops and champions the Federal Acquisition Service (FAS) strategic objectives and facilitates the planning, development, implementation and operationalization of FAS strategies. OSI, in partnership with GSA IT, administers 5 legacy systems (eOffer, eMod, ORS, FSS Online, Mass Mod Portal) to manage the offer and modification submission, evaluation, negotiation, contract/mod award, and close-out processes for FAS IDIQs. The Supplier Portal will transform the functionality that is currently spread across these five legacy systems.

# 1.2 Overall Objective and Product Vision

#### **1.2.1** Overall Objective

The Government's procurement objective is to award a contract to a Contractor who can provide FAS with technical capabilities to build a custom Supplier Portal information technology system on the FAS Cloud Services (FCS) platform in accordance with the FAS business and technology strategies. This Contractor will also be responsible for creating a seamless user experience between the Supplier Portal and the <u>FAS Catalog Platform</u> (FCP) with a unified look and feel for the GSA workforce and suppliers, addressing redundant functionality and data entry by integrating a Supplier Portal-FCP workflow. This project will effectively migrate FAS off its existing systems without compromising its current functionality to end users.

#### **1.2.2** Product Vision

To deliver the best customer experience for suppliers to do business with the government and for the acquisition workforce who administers the process.

# 1.3 <u>Scope</u>

OSI is seeking a Contractor to build an open source, web-based application that makes it easy for suppliers and the acquisition workforce to understand and collaborate in

- offer and modification submission
- evaluation and negotiation
- contract and mod award
- close-out

so contracts can be awarded and maintained by

avoiding manual data entry, confusing guidance, and difficult usability

 bridging the gap between other stages of the acquisition lifecycle such as solicitation writing and refresh, sales reporting, price proposal/catalog management, contractor compliance, task order management, or maintaining the contract file.

All systems within scope use and require Multi-Factor Authentication (MFA). External users (Supplier Partners) use their FAS ID, powered by Okta, for authentication. The Supplier Portal will require other GSA system integrations, where authentication solutions are used outside of FAS ID.

#### Pre-award systems in scope of Supplier Portal:

- <u>eOffer</u> eOffer is an external facing web-based application that allows offerors to electronically prepare and submit a Multiple Awards Schedule (MAS) offer to FAS.
   Offerors input, upload, make selections to submit offers for the Schedule solicitation, and review their documents. Used by MAS program only.
- Offer Review System (ORS) ORS enables the Contract Specialist (CS) and Contracting Officer (CO) to evaluate and capture information related to Offers, as well as make Contract Awards. This system has legacy dependencies on data and transaction states with FAS's Solicitation Writing System (SWS), eOffer, and FSSOnline. Several of these systems run on GSA's Wide Area Network and are only accessible through the GSA network. The system provides the offer information to the Contracting Services for loading the contract into FSSOnline. Used by MAS program only.

# Post-award systems in scope of Supplier Portal:

- <u>eMod</u> eMod is an external facing web-based application that allows MAS contractors to
  electronically prepare and submit contract modification requests to FAS. Contractors
  input, upload, make selections to submit modification requests for MAS contracts, and
  review their documents. Used by MAS program only.
  - There is currently an integration between eMod, FCP, and FSS Online.
- FSS Online FSS Online is an essential system that provides key features and services
  that support the end to end contract acquisition lifecycle. It includes ancillary applications
  and functions to support the acquisition workforce, starting with Solicitation, to the date
  of Award, and through the life of the contract. This system is behind a firewall and only
  accessible through the GSA network. Used by several FAS programs.
- Mass Mod Portal The Mass Mod Portal is an external facing system that contractors
  use to respond to Mass Modifications (modifications sent to the masses) to keep their
  contracts up to date with the latest regulations, policies and changes to FAS' acquisition
  programs. Used by several FAS programs.
- Back-End Systems in Scope:

Below provides information about the back-end legacy systems/functions that are critical to powering the front-end, user facing systems described above. Reference Attachment K for a better understanding of the operations and interfaces of these functions. The

document also contains information about the technology, hosting, number of annual users, etc.

- FSSOnline Contracting Services This system works in the back end, with the following important functions:
- Provide and consume diverse APIs to Integrate multiple GSA/FAS applications, some of which are: SWS, eMods, ORS, FCP, ECMS, FSSOnline, CALM, SAM, FPDS, Advantage, ROADS, Mass Mods, OCMS, eLibrary, SRP, eBuy, OMS, FALCON
- Load new MAS contracts into FSS Online database after awarded in ORS
- Apply all type of Mods into the Contract
- Creates automated Mass Mods after the MAS Solicitation is refreshed.
- Process the Robo Mods.
  - The FSS19 System includes processing and data that is used to support FAS
    Acquisition functions in scope for this RFQ. FSS19 is a UNISYS mainframe
    which contains the Contract related Information.
    - The following applications maintain the contract information (Contract Support) using in the back end the FSS19 Database: Security, FSSOnline, eFSSOnline, Contracting Services, Mass Mods. Below are examples of processes running on the mainframe today;
      - Process in support to maintain the Vendor name and address at contract level
      - Process in support of the creation reports to functionality that are processed in other applications which limited capability for the creation of the needed reports
      - Process for providing contract information to other applications (via sFTP) to downstream applications.
      - Diverse process to sync data on the database.

The following table shows systems in which the legacy systems above are a Consumer or Producer of data:

System	Short Description	Legacy Systems: Producer or Consumer
GSA Advantage Suite	Purchasing portal suite	Producer
eTools (eLibrary, eBuy, VSC, etc.)	Tools for external stakeholders.	Producer
SIP/CORS	Legacy catalog tools, to be replaced by FCP	Producer
ECMS	Enterprise Content Management Solution, contract filing system on mainframe to be decommissioned	Producer
FSS 19 (FALCON)	Contract Information, supporting global	Producer

System	Short Description	Legacy Systems: Producer or Consumer
	supply and NSN programs	
CALM	Contract Acquisition Lifecycle Management System (PRISM, Bizagi, CALI, etc.), ECMS contract file replacement and solicitation writing.	Consumer
SRP	Sales Reporting and IFF Remittance	Producer
SAM Opportunities	IAE owned system for Federal Business Opportunities	Consumer
Federal Procurement Data Systems - Next Generation (FPDS-NG)	IAE owned system for governmentwide contract reporting	Producer
Online Contract Management System (OCMS)	Handles contact management business processes consisting of 13 main components, including report cards, subcontracting plans, etc.	Producer
FAS Catalog Platform (FCP)	<ul> <li>(FCP) is an application for vendors to provide details about products and services on their GSA contract. These details include key information about offerings such as name, description, photos, and price.</li> <li>FCP currently integrates with eMod and FSS Online to share, review, and manage pricing and catalog data, which FCP publishes to GSAAdvantage, eLibrary, eBuy, PO Portal, etc.</li> </ul>	Producer/Cons umer

OSI has a large user base and can facilitate recruitment of users for ongoing research and usability testing. OSI has survey results, user research, and usability testing feedback they will share with the Contractor upon award.

#### 1.4 Background and Current Problem Statements

#### 1.4.1 Background

The build of the enterprise solution for the Supplier Portal is being led by FAS OSI and GSA IT. The two primary personas deriving value from the system are the GSA Acquisition Workforce and its Supplier Partners. Development of the Supplier Portal will follow a Human-centered design (HCD) and User experience (UX) approach to ensure we are delivering value to our users. We will rely on a diverse group of internal and external stakeholders with varying concerns and interests to collect feedback as we design and build the Supplier Portal. Our objective is to provide a collaborative tool that meets the needs of our users.

Under FAS' business and technology strategy there are several modernization efforts taking place with a variety of solutions (e.g., commercial off the shelf (COTS) systems, customized components, etc.). These modernization efforts aim to provide FAS the flexibility and

adaptability it needs to support a dynamic environment of IDIQ solicitations, policies (e.g., new Executive Orders, statute, or regulations), and program requirements.

In this modernization strategy, a Supplier Portal is needed for suppliers (potential offerors, offerors, contract holders, and 3rd party consultants) to input, select, upload, submit, and store information related to a contract offering. The acquisition workforce working on the offerings needs functionality to process offers, modifications, other contract actions, and be able to see in real time the same information as the supplier.

With this strategy, the Contractor will need to be flexible and agile in its approach. FAS's overall goal is to build the Supplier Portal modularly so that it can work in an ever-changing fast-paced environment of government acquisition. Through this transformation project, FAS will be prepared to quickly implement program and policy changes at any time. Upon successful completion of the Supplier Portal and migration of data from legacy systems FAS will be able to fully decommission the legacy systems without interruption or delay.

This is an opportunity to create a greatly improved customer experience for all supplier partners that do business with the federal government and many hard-working members of the FAS acquisition workforce, by working with FAS OSI and GSA IT.

#### **1.4.2** Current Problem Statements

# 1.4.2.1 Acquisition Workforce

The acquisition workforce (AWF) wants to efficiently process better quality offers, but the current information systems hinder offer evaluation, price analysis, negotiation, and collaboration with suppliers because current systems do not collect all the needed information. Several of the current systems also perform batch processing which does not allow the AWF to see what suppliers see in real time, making the collaboration between AWF and Suppliers difficult and time consuming.

The AWF must manually hunt and peck for data from multiple systems to complete their evaluations to award contracts and modifications. They must use additional manual workflows when policy changes (e.g., executive orders, FAR changes, other legislation). These manual efforts take time and can lead to copy/paste and data entry errors that can cause the award of incorrect information leading to additional work by the AWF and supplier to make corrections after the fact.

The AWF must communicate clarifications to confused suppliers who unknowingly submit poor data in eOffer/eMod, data that sometimes conflicts with the system(s) of record. Collaboration is further hindered by the AWF and suppliers not seeing the same real-time information in their separate systems. All of this creates inefficiencies in the process and significant delays to the acquisition and contract life cycle.

#### 1.4.2.2 Suppliers

Suppliers (potential offerors, offerors, and those who have a contract) want to do business with the government, but it can take over a year to get a contract award and months to get modification requests approved because suppliers have trouble understanding how to submit the correct, required information.

Suppliers find the GSA processes, information, resources, language, and tools so challenging to navigate and non-intuitive that they don't know where to start and often hire

third-party consultants to help them through the process. Suppliers have questions about which contracting vehicles best fit their skill sets and expertise, eligibility requirements, and what supporting documents to provide. Even after going back and forth with the AWF to get answers, suppliers receive inconsistent guidance from different contracting officers that sometimes conflicts with guidance provided elsewhere.

Suppliers must manually reenter information into Excel spreadsheets, word document templates, or webform fields leading to data entry errors that take time to correct and can cause offer and modification rejection or award of incorrect information leading to additional work by the AWF and the Supplier.

If an offer/mod is rejected, the system emails suppliers the rejection comments, deletes the information from eOffer/eMod, and forces them to restart the process.

# 1.5 Applicable Documents

Not Applicable.

#### 2 REQUIREMENTS AND OBJECTIVES

# 2.1 General Performance Requirements

#### 2.1.1 Resources

It is the Government's objective to rely upon Contractor resources to perform this requirement. To meet this object, the Contractor shall furnish or provide all personnel, personnel management and supervision, all related internal supporting business functions (including background and "overhead" personnel), materials, supplies, equipment, and facilities to perform the full range of services required by this SOO. Exceptions shall include government furnished items or data if so, stipulated in Section 7, below.

#### 2.1.2 General Communication

It is the Government's objective that the Contractor maintain regular and direct interface with the Contracting Officer (CO); the Contracting Officer's Representative (COR), and other identified Government representatives. The contractor shall not contact nor take direction from unauthorized Government representatives, under any circumstances.

#### 2.1.3 Identification

In compliance with FAR 37.144(c), contractor employees shall avoid creating an impression in the minds of members of the public or Congress that they are Government officials by taking the following measures.

- All contractor personnel shall be required to wear Government-approved or provided picture identification badges so as to distinguish themselves from Government employees when working at the Government site.
- Additionally, the contractor shall comply with all visitor identification requirements when visiting the Government site.
- When conversing with Government personnel during business meetings, over the telephone or via electronic mail, contractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees.
- Contractors shall identify themselves on any attendance sheet or any coordination documents they may review.

- Electronic mail signature blocks shall identify their company affiliation.
- Where practicable, contractors occupying collocated space with the Government should identify their workspace area with their name and company affiliation.

#### 2.1.4 Business Relations

A primary element of project success is the business relationship between the contractor and Government representatives. Within this context the Government will monitor the contractor's contribution to business relations and provide feedback when required. The contractor shall make every effort to establish and maintain clear and constant communication channels with the Government primaries (CO, COR, and other identified Government representatives) of the contract/order for the purpose of:

- Promptly identifying technical and/or business relationship issues of controversy and the bilateral development and implementation of corrective action plans.
- Ensuring the professional and ethical behavior of contractor personnel.
- Maintaining effective and responsive subcontractor management (if applicable).
- Ensuring the contractor support team is fully aware and engaged in strengthening the interdependency that exists between the contractors and their Government counterparts.
- Facilitating contractor—Government collaboration for continuous improvement in performing tasks, reducing risks and costs, and meeting the mission needs.
- Providing meaningful feedback during discussion about project execution, when required.

# 2.1.5 Contractor Response

The contractor shall ensure prompt response to Government inquiries, requests for information or requests for contractual actions. The response shall be provided within two business days of the inquiry/request.

# 2.1.6 Professional Appearance

It is the Government's objective that all personnel involved with this project present a professional appearance. To meet this object the Contractor personnel shall present a neat and professional appearance appropriate to the work being performed at all times when interacting with Government representatives, working in Government facilities, or representing the Government at meetings or before third parties.

#### **2.1.7** Team Continuity and Employee Retention

The Government recognizes the benefits in maintaining the continuity of contractor team members. These benefits include but are not limited to retention of corporate knowledge, minimizing contractor familiarization, maintaining/increasing performance levels, schedule adherence and preserving organizational interfaces developed over time. These benefits also accrue to the Contractor. Within the context of effective and efficient personnel management, the Contractor shall take reasonable and appropriate steps to retain the qualified employees staffed against this contract to maintain continuity and performance while effectively reducing costs borne by the Government.

#### 2.2 General Meeting Requirements

The contractor shall participate in the following meetings. Nothing discussed in any meetings or discussions between the Government and the contractor shall be construed as adding, deleting, or modifying the contractual agreement without written authorization from the CO.

#### 2.2.1 Initial Business/Kickoff Meeting

Within 5 business days following the contract/order award (or other time mutually agreed between the parties), the contractor and its key personnel shall meet with the GSA CO, GSA COR, and other identified Government representatives to ensure a common understanding of the requirements, goals, expectations, end products, and objectives of the contract/order. The contractor shall discuss the overall understanding of the project and review the background information and materials provided by the Government. Discussions will also include the scope of work, deliverables to be produced, how the efforts will be organized, and project conducted; assumptions made/expected end results. A concerted effort shall be made to gain a thorough understanding of the Government expectations. However, nothing discussed in this or in any subsequent meetings or discussions between the Government and the contractor shall be construed as adding, deleting, or modifying any contract/order requirements, including deliverable specifications and due dates. The contractor shall also address the status of any issues that will affect contractor start-up/ramp-up toward achieving full service/support capability. The contractor will be responsible for taking minutes of this meeting.

#### **2.2.2** Ad hoc Technical / Work Status

The contractor shall, if requested by the Government, participate in monthly status meetings or ad hoc technical meetings at a mutually agreeable time and place to discuss tasking, work progress, technical problems, performance issues, or other technical matters. During these meetings the contractor shall at least provide accomplishments, problems and issues, and planned actions. The contractor shall take minutes of these meetings and include them in the Monthly Status Report. These meetings will occur at a time and place mutually agreed upon by the parties.

# 2.2.3 Contract Administration Meetings

The CO may require the authorized contractor representative to meet or participate in a teleconference with authorized Government personnel as often as deemed necessary to discuss performance or administrative issues. The contractor may also request a meeting with the CO when deemed necessary. The content of meetings shall be documented in writing, as agreed between the parties. Minutes shall be approved by both parties and shall be included in the Government contract file.

# 2.3 Program/Project Management

# 2.3.1 General Program/Project Management Requirements

The contractor shall be solely responsible for managing the work performed in the execution of the contract/order. This includes the responsibility to:

- Assign appropriate resources to each task.
- Maintain clear organizational lines of authority.
- Ensure effective task management and administration, following the requirements set forth.
- Maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the specification requirements.
- Establish and use proven policies, processes, analyses, and best practices.
- The contractor shall be fully responsible for management, control, and performance of any subcontractor used in support of the contract/order. Use of a

subcontractor on the contractor's team shall not relieve the prime contractor of responsibility nor accountability in the execution of the contract/order.

#### Additionally, the contractor shall:

- Bring problems or potential problems affecting performance to the attention of the CO as soon as possible.
- Notify the COR, CO, and other identified Government representatives immediately of any projected, anticipated, or known delays that may impede contactor performance.
- When requested, deliver written reports to the CO to memorialize all verbal reports.
- Provide, in writing, the results of all meetings in which proposals are put forth that have the potential for affecting and/or changing contract agreements, requirements or conditions, and these shall be brought to the attention of the CO.

**2.3.2** Phase-In Support Not Applicable.

**2.3.3** Phase-Out Support Not Applicable.

# 2.4 Supplier Portal Scope

OSI seeks agile software development services. The services to be provided will include all aspects of the software development process, including user story and acceptance criteria gathering, human centered design, software development and coding, prototyping, documentation, testing, and iterative and incremental releases of the developed product. The services also include support of GSA security documentation, testing, and remediation within the required timeframe based on the criticality of the vulnerability.

FAS will identify an empowered Product Owner and Technical Lead to lead this project on behalf of FAS. The Product Owner and Technical Lead will work with FAS leadership, including the Executive Sponsor and project leads, to set the overall direction of the project, prioritize and drive decision-making, update a long-term product roadmap, consider and address the business needs of FAS, and support the other members of the development team. The Contractor will engage with FAS on the delivery-focused side of product management and team facilitation.

In addition to the Product Owner and Technical Lead, FAS will make staff available as subject matter experts. This includes staff with UI expertise, historical system knowledge, and other relevant information.

OSI intends that the software delivered under this task order will be committed to the public domain. The Contractor will have to obtain GSA IT's permission before using any software that is not free and open source or part of the GSA IT Standards. The Contractor must post all developed code to a GitHub repository designated by OSI and GSA IT.

The Supplier Portal will be the culmination of business and system transformation through aligning our systems with our solicitations, policies, processes, and data requirements and modernizing our systems through re-platforming in the cloud to ultimately retire and decommission legacy systems. Supplier Portal will completely change how the FAS Acquisition

Workforce and its suppliers collaborate, creating more efficient and automated processes that lead to a better user experience.

Addressing legacy data will be one of the most important components of this initiative. As the Supplier Portal is developed, legacy data will be evaluated, rationalized, and optimized to fit within the new data architecture of the Supplier Portal. It will be important to understand the state of data as it flows through the business processes within Supplier Portal and between the various systems Supplier Portal integrates with. The data migration must be performed in a way that preserves the data integrity and continues to be compliant with the business practices. It is critical that no data is lost during transition and that there are no interruptions to the business operations.

The Supplier Portal will also integrate a workflow between the Supplier Portal and FCP to create a seamless user experience with a unified look and feel for the GSA workforce and suppliers. The Supplier Portal will address redundant functionality and optimize data entry between Supplier Portal and FCP. A high-level representation of the Supplier Journey is outlined in Attachment I. A high-level representation of the CO-CS journey is outlined in Attachment J.

# 2.5 <u>Backlog Requirements</u>

The set of preliminary user stories set forth below will be the starting point for the development of software to be provided by the Contractor under this contract. These preliminary user stories are provided only for illustrative purposes, and do not comprise the full scope or detail of the project. GSA expects that the Contractor will work closely with GSA IT and OSI Product Owner(s) to develop and prioritize a full gamut of user stories as the project progresses.

Individual user stories may be modified, added, retracted, or reprioritized by OSI at any time, and OSI expects that the user stories will be continuously refined during the development process.

#### Offer submission

- As an offeror<sup>1</sup>, I want the ability to clearly understand what will be required of me to obtain a contract, so that I feel confident that my company can navigate the process without the help of a third-party.
- As an offeror, I want the ability to identify my business as a joint venture, so that I can
  obtain a contract where the two companies can more competitively compete for
  government business.
- As a GSA contracting officer, I want the ability to easily ensure that FAR and DFARS
  reports are up-to-date, so that I can process an offer submission without accessing
  multiple systems.
- As a GSA contracting officer, I want the ability to have entity information pre-populated in the system from SAM.gov (e.g. unique entity identifier, address, business type, etc.), so that I'm not having to enter that information from other systems.

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<sup>&</sup>lt;sup>1</sup> Offeror is a company that seeks a contract with GSA.

- As an offeror, I want the ability to confirm entity information pre-populated from SAM.gov (e.g. unique entity identifier, address, business type, etc.) so that I can either proceed or have an opportunity to correct information in SAM.gov before proceeding.
- As a GSA contracting officer, I want notifications that an entity is excluded from doing business with the government (e.g. debarred, suspended) so that an offer is not permitted to proceed and can be denied.
- As an offeror, I want the ability to add additional authorized negotiators from my company, so that there is enough representation from my company to manage the offer.
- As an offeror, I want the ability to select authorized negotiators from my company that have signing authority, so that an official from my company can bind the contract.
- As an offeror, I want the ability to indicate that I'm using a third party (e.g. consultant) to help prepare my offer, so that I can add their contact information to the offer.
- As an offeror, I want the ability to indicate that my third party (e.g. consultant) is authorized to sign on my behalf, so that they can bind the contract.
- As a GSA contracting officer, I want the ability to retrieve country information from SAM.gov, so that I can determine if the country of incorporation is foreign or within the United States.
- As an offeror, I want the ability to input circumstances regarding my firm's delinquent federal debt, so that my offer may proceed.
- As an offeror, I want to confirm categories applicable to my business (e.g. manufacturer, service provider, AbilityOne authorized distributor, UNICOR authorized distributor, dealer, reseller, etc.) are accurate so that my business is accurately categorized for my offer.
- As an offeror, I want the ability to indicate whether I want to use subcontractors in the performance of work of my MAS contract, so that I can include their relevant information in the submission package.
- As an offeror, I want the ability to select whether I have less than 2 years of corporate experience, so that I can provide alternative documentation to support my offer (i.e. springboard).
- As an offeror, I want the ability to opt into Transactional Data Reporting to GSA, so that I
  don't need to disclose discounts, terms, and conditions offered to commercial customers
  that equal or exceed discounts, terms, or conditions offered to GSA.

#### Contract modification

• As an existing GSA contractor, I need the ability to update administrative information (e.g. address, business name, etc) with the official government record system, SAM.gov,

and have that information populate to other GSA systems, so that I'm not required to provide the same information in multiple systems.

# 2.6 Operating Constraints (Non-functional Requirements)

#### 2.6.1 Definition

Nonfunctional Requirements (NFRs) are system qualities that guide the design of the solution and often serve as constraints across the relevant backlogs. As opposed to functional requirements, which specify how a system responds to specific inputs, nonfunctional requirements are used to specify various system qualities and attributes. Please see Attachment L for examples.

#### **2.6.2** Design

- Software development services shall leverage the U.S. Web Design System
- Content development will follow the GSA style guide, which will be made available to Contractor at award.
- Software development will follow <u>Section 508 compliance</u> standards and accessibility guidelines using Web Content Accessibility Guidelines 2.1 AA standards.

#### 2.6.3 System Access

- All Contractor personnel working under the task order will need to be U.S. citizens and reside in the United States.
- Homeland Security Presidential Directive 12 (HSPD-12) applies to Contractor development personnel as such performance requires access to internal government information technology (IT) systems. As a result of HSPD-12 applicability to the requirements of this document, the Government will perform all required background investigations for Contractor personnel, and the Contractor shall ensure their personnel requiring physical access to Federally- controlled information technology systems have identification that complies with HSPD-12 policy. Immediately upon award, the credential process shall commence. The Contractor will not be given the Notice to Proceed (NTP) to start work until all Contractor personnel have the proper identification to satisfy this requirement.
- This system will be classified as NIST Moderate, using Level 4: Continuously Evaluate & Improve: In this step, information is collected on performance of the identity system across a diverse set of factors based on organization needs and evolving threat vectors. This information is used to determine if the selected assurance level and controls are meeting mission, business, and security needs and to monitor for unintended harms that may have emerged. The outcomes of this step are performance metrics, documented and transparent processes for evaluation and redress, and ongoing improvements to the identity system as needed.
- <u>NIST</u> phishing resistant multi-factor authentication (MFA) shall be required for privileged and non-privileged users where login is required.
- Once the award is made, the Government will begin the process to provide the Government Furnished Equipment (GFE) and GSA Access Cards (GAC) to the contractor. Until the GFE and GACs are provided to the contractor by the Government,

the contractor shall use their own equipment (which should abide by GSA security requirements) for work on the project at no additional cost. After the GFE and GACs are provided to the contractor by the Government, the contractor must use the GFE (which requires a GAC to operate) for work on the project.

#### 3 QUALITY

Both the contractor and the Government have responsibilities for providing and ensuring quality services, respectively.

# 3.1 Contractor Quality Management Plan (QMP) (not required)

Although a contractor QMP is not required for this contract/order, this does not relive the Contractor from its responsibility to monitor performance and ensure a high degree of product and service quality.

# 3.2 Reserved

# 3.3 Government Quality Assurance Surveillance Plan (QASP)

The Government will perform periodic reviews of the contractor's performance in accordance with the Government's Quality Assurance Surveillance Plan (QASP).. The purpose of this evaluation is to ensure that Contractor performance meets Government requirements. The Government reserves the unilateral right to change the QASP at any time during contract performance provided the changes are communicated to the Contractor by the effective date of the change. The QASP describes the evaluation procedures, items to be evaluated, and the measures against which performance will be evaluated. The Government reserves the right to review services to be provided, including those developed or performed at the contractor's facilities, to determine conformity with performance and technical requirements as prescribed in the applicable inspection clause The evaluation results will be documented in the Contractor's CPARS (Contractor Performance Assessment Reporting System) report. The QASP is provided as an attachment to this PWS.

#### 4 DELIVERABLES

# 4.1 Contractor Submission

Deliverables are to be transmitted with a cover letter on the prime contractor's letterhead. Each deliverable shall include an introductory summary describing the contents. Deliverables shall be provided electronically through GSA's web-based procurement system, as required, and to any other destination(s) as required per the Government's request. The contractor shall provide hard copy deliverables as required per the Government's request. All deliverables shall be produced using software tools/versions as approved by the Government.

This project will be accomplished using agile methodologies, and as such, specific deliverables, not identified here, will be identified in each sprint. Written deliverables must be concise and clearly written, using plain language guidelines. The Contractor must ensure the accuracy, functionality, completeness, professional quality, and overall compliance with Government guidelines and requirements of all deliverables.

All deliverables developed are the property of the Government and must not be used by

the Contractor for any other purpose. All project-related information or documentation, with no exceptions, must be treated as confidential and proprietary during and after the completion of this effort and submitted to the project lead. Additional supplemental restrictions or qualifications or acceptance criteria may be provided at each sprint.

#### 4.2 Government Review

Government personnel will have 10 business days to review deliverables (to include resubmissions) and provide written acceptance/rejection. Authorized Government representatives will notify the contractor of deliverable acceptance or provide comments in writing. The contractor shall incorporate Government comments or provide rationale for not doing so within 5 business days of receipt of comments. Government acceptance of the final deliverable will be based on resolution of Government comments or acceptance of rationale for non-inclusion. Additional changes volunteered by the contractor will be considered a resubmission of the deliverable.

#### **4.2.1** Government Delays in Reviewing Deliverables or Furnishing Items

If contractor performance or submission of deliverables is contingent upon receipt of Government furnished items (data, equipment, materials, facilities, and support) or input, or upon Government review and approval of interim items or draft documents (collectively referred to as Government Performance), the Government shall specify, if not already specified within this SOO, when it will provide such items or input, or the time it will need to perform reviews or give approvals. If the Government fails to meet item, input, review, or approval deadlines, contractor performance or submission of deliverables shall automatically be extended one business day for each day of government delay. The contractor shall promptly advise the Contracting Officer of any delays in receipt of Government furnished items, input, reviews, or approvals.

# 4.3 Deliverable Table

The contractor shall deliver the deliverables listed in the following table on the dates specified.

	MILESTONE or	S00	
DEL.#	DELIVERABLE	REF.	COMPLETION or DELIVERY DATE
			NLT 15 business days after
01	Kick-Off Meeting	2.2.1	contract/order award
			NLT 5 business days after the
02	Kick-Off Meeting Minutes	2.2.1	meeting
			15 <sup>th</sup> calendar day of the month
03	Monthly Invoice	4.4	following the monthly reporting period
			With the invoice for the monthly
			reporting period during which travel
04	Trip Report(s)	4.6	occurred
05	Non-Disclosure Agreement	8.1	Prior to assignment to contract/order
	PIV/Security Badge		
	Contract Close-Out		NLT 15 calendar days after the end
06	Statement	9.5	of the period of performance

#### 4.4 Monthly Invoice

The contractor shall provide a monthly invoice, no later than the 15<sup>th</sup> calendar day of the month following the monthly reporting period. As applicable, the invoice shall include but is not limited to:

- Clear identification of all costs.
- Labor hours expended (for labor hours tasks). The labor hours expenditure information shall include the identification of the employee name, labor category, hourly labor rate, and total number of labor hours expended.
- Timecards. As required, the contractor shall provide a copy of each employee's timecard/sheet. The timesheet shall identify the contractor employee name and number of hours claimed per day.
- Travel costs
- Supporting documentation for travel costs. Refer to SOO 5.3 for specific requirements.
- Other Direct Costs
- Supporting documentation for other direct costs. Refer to PWS 9.6 for specific requirements.
- As required, the contractor shall comply with line item (i.e., per individual positions, different programs, program areas, etc.) invoicing requests.

# 4.5 Monthly Status Report

Not Applicable

# 4.6 Trip Report

For all long-distance travel, the contractor shall submit Trip Reports as attachments to the MSR for the monthly reporting period containing the travel dates. If the dates of travel span two or more monthly reporting periods, the contractor shall report in the monthly reporting period containing the ending travel date. The contractor shall reconcile the Trip Reports with each invoice such that they can be matched month by month. The Trip Report shall include the following information:

- Completed Itemized Expense Report for each trip and each employee who
  traveled. Expense report(s) shall include the contract/task order number,
  contractor name, traveler's name, dates of travel, destination, purpose of travel,
  travel authorization documentation (e.g., identification of approved ASSIST
  "Contractor Travel Request Collaboration"), and actual cost for each trip.
- Summary of trip events and accomplishments.

#### 4.7 Phase-In Plan

Not applicable

#### 4.8 Phase-Out Plan

Not applicable

#### 5 PERFORMANCE

# 5.1 Period of Performance

The period of performance (PoP) shall be one (1) year, with four, one-year options.

# 5.2 Place of Performance

The Contractor may choose the location(s) from which to perform the required software development services so long as the work is performed in the United States. OSI's core customer service hours are 8:00 am - 4:00 pm ET; The Contractor's software development team shall be available 11:00 am - 4:00 pm ET, with an assigned point of contact outside those hours if urgent matters arise.

#### **5.2.1** Applicability of Telework

All work performed at locations other than those identified as Government and/or contractor facilities shall be approved prior to performing the work. Federal contractors are not governed by Office of Personnel Management (OPM), GSA, or the individual agency policies; however, this does not prohibit contractor personnel from actually working at an alternate site, when/as appropriate and specifically authorized by the Government. The contractor shall develop telework policies to comply with the following requirements and address such requirements at a generic level within their QMP. Alternate work arrangements for contractors shall be negotiated with the contractor's own employer and the appropriate agency official, to ensure policies and procedures are in close alignment and there is a clear and concise arrangement documenting the agreement. It remains the contractor's responsibility to ensure the services are performed in accordance with the terms and conditions of the contract/order.

- The contractor shall address the pertinent facts impacting performance and ensure all affected contractor resumes and other related documentation reflects the applicable work site. The contractor shall provide justification to the Government when identifying and submitting an individual as a telecommuter and address implementation processes and procedures within the QMP. The contractor shall be responsible for ensuring the Government has the required access/details necessary for the Government to perform quality assurance responsibilities.
- The contractor shall comply with all agency security telework policies. The contractor shall ensure all services provided from an alternate site comply with the Federal Information Security Management Act of 2002 (FISMA) and address the following, as a minimum:
  - Controlling access to agency information and information systems;
  - Protecting agency information (including personally identifiable information) and information systems;
  - Limiting the introduction of vulnerabilities;
  - Protecting information systems not under the control of the agency that are used for teleworking;
  - Safeguarding wireless and other telecommunications capabilities that are used for teleworking; and
  - Preventing inappropriate use of official time or resources that violates subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch by viewing, downloading, or exchanging pornography, including child pornography.

#### 5.2.2 Performance at Contractor Facilities

Work performed at contractor facilities shall be performed according to the contractor's standard commercial practice; however, the contractor representatives at these facilities must be available for interaction with Government employees during the core hours

identified in the paragraph entitled "Normal Business Day", with the exception of Government designated holidays or facility closures.

#### **5.2.3** Unplanned Government Facility Closures

If work is performed at Government facilities and should there be an unplanned closure of the Government facility for any reason (e.g. natural disasters, Government shut-down, or severe weather) the Contractor shall make its best effort to mitigate loss of work time. If Contractor employees are working on the Government installation, this may be done by moving employees to an off-site location. If performance under this contract/order is not possible, the Contractor shall take steps to assign employees to other projects on a temporary basis or place them in leave status to minimize non-productive costs to the Government under this contract/order. Additional instructions may be provided by the Contracting Officer on a case-by-case basis. Disagreements between the parties resulting from closures shall be settled through negotiations to the maximum extent possible or shall otherwise be settled pursuant to the provisions of the Disputes provisions of this contract/order.

All services to be performed under this contract/order have been determined to be nonessential for performance during a closure. Should the Government facility be closed, the Contractor shall be notified by either the Contracting Officer, COR, or a local television or radio station. The Contractor is responsible for notifying its employees about Government closures. Contractor employees are not to report to the Government facility if it is closed and will adhere to delays, unless otherwise specifically instructed otherwise by the CO or COR.

#### 5.3 Travel

# **5.3.1** Controlling Regulation

All travel performed under this Task Order shall be governed by the following provisions, as applicable.

- 1. SCP-FSS-002 Specific Proposal Submission Instructions (Jun 2009), paragraph (c)(9), by clause C-FSS-370 Contractor Tasks/Special Requirements (Nov 2003), paragraph (b) as found in the FSS 70 contract solicitation.
- 2, Joint Travel Regulations (JTR) prescribed by the GSA, for travel in the contiguous United States (U.S.).
- 3. Federal Travel Regulation (FTR) Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A prescribed by the DoD, for travel in Alaska, Hawaii. and outlying areas of the U.S.
- 4. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the FTR or JTR Cost reimbursement provisions found in FAR Part 31
- 5.3.2 Temporary Duty (TDY) Travel Purpose, Requirement, and Authorization
  The Government may authorize and require Contractor personnel to travel to
  participate in meetings, reviews, audits and other efforts as necessary to
  accomplish assigned tasks. When travel is required by the Government, the
  Government shall make every effort to give the Contractor three days written
  notice. All travel plans (including agenda, itinerary, and dates), shall be
  coordinated, submitted to, and approved by the COR or other authorized
  Government representative prior to travel, to ensure that all trips support the

objectives of this contract/order and that the Government receives the maximum benefit from each trip. The Contractor shall ensure that the requested travel costs do not exceed the amount authorized in this contract/order. The Contractor shall provide a trip report upon completion of trip. Both distant and local travel may be authorized under this contract/order. Local travel does not include the commuting costs incurred by Contractor employees to travel to and from their place of residence to any work site within the local commuting area as defined in Paragraph 5.3.3, second bullet, below.

#### **5.3.3** Travel Conditions and Limitations

Conditions and limitations applying to travel associated under this contract/order are as follows:

- Reimbursement is authorized for local business travel that begins and ends at a business location other than the employee's residence.
- Reimbursement is authorized for travel that is not considered within the local commuting area. Per 5 CFR 330.604(e), "Local commuting area means the geographic area that usually constitutes one area for employment purposes as determined by the agency. It includes any population center (or two or more neighboring ones) and the surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their usual employment." For this requirement a local commute will be considered to be 50 miles or less.
- The contractor will be reimbursed by the government for travel and per diem expenses incurred by contractor personnel to the extent authorized by applicable contract provisions and governing regulation. Travel costs are reimbursable in accordance with FAR 31.205-46.
- The contractor shall use the most economical means of transportation consistent with accomplishment or the contract and to limit major costs. Items such as airfare, vehicle rental, mileage rates, and per diem allowances are reimbursable to the extent that they do not exceed the maximum rates in effect at the time of travel as set forth in the applicable travel regulation.
- Reimbursement claims must include proof of payment and must be approved by the COR or other authorized Government representative prior to payment.
   For local vehicle travel, primarily contemplated for off-base material pick-up, claims will include "trip tickets" containing the following information:
  - 1. Name of the person performing the travel.
  - 2. Date of travel.
  - 3."Travel to" and "Travel from" locations
  - 4. Miles traveled
  - 5. Purpose of travel
  - 6. Amount claimed with breakout of costs (i.e. mileage rate, parking, tolls, etc.).

#### **5.3.4** Travel Budget / Ceilings.

The budgeted amounts for the Contractor's authorized travel under this

contract/order are shown on the contract/order award. These are "not to exceed" ceiling amounts. If the Contractor determines that anticipated travel will exceed these ceiling amounts the Government should be notified immediately. The Contractor shall not incur travel costs in excess of these individual amounts. These amounts can only be changed by contract/order modification signed by the Contracting Officer.

#### 5.3.5 Travel Costs and Invoicing

Travel must be coordinated and authorized by the CO, the COR, and/or other identified Government representatives prior to incurring costs. Contractor costs for travel will be reimbursed in accordance with FAR 31.205-46, in arrears. The travel costs shall be reasonable and allowable as defined in FAR 31.201 and in accordance with the limitations of the applicable travel regulation.

The contractor shall invoice monthly on the basis of cost incurred. The contractor must provide documentation in support of all travel expenses. The contactor will not be reimbursed for local travel as defined above.

Invoice submissions including travel costs shall include completed travel expense sheets (i.e., travel voucher) for each trip and each employee who traveled. The travel expense report, receipts of \$75 or more (with exceptions being lodging and transportation), and supporting documentation (e.g., approval email for exceeding per diem rates, cost comparisons, etc.) shall be submitted with the invoice. Expense report(s) must include the traveler's name, dates of travel, destination, purpose of travel, Approval Authority documentation (e.g., copy of the e-mail authorizing travel by Government official), and cost for each trip. All travel costs shall be compiled into the Government provided travel expense sheet (see **Attachments** to this PWS) or similar document that has been determined to be acceptable by the Government. The entire submission shall be complete and organized to enable the Government to complete an efficient review. Submissions that are not complete and organized are subject to rejection.

# 5.4 <u>Limitations on Contractor Performance</u>

In compliance with FAR 37.102(c), this task order does not require the contractor to perform any inherently governmental functions. Accordingly, the contractor shall NOT perform any of the inherently governmental functions listed in FAR 7.503. Those inherently governmental functions most applicable to this procurement action are as follows:

- Determine Government policy. [7.503(c)(5)]
- Determine Federal program priorities. [7.503(c)(6)]
- Direct or control Federal employees; [7.503(c)(7)]
- Determine acquisition, disposition, or disposal of Government property; [7.503(c)(11)]
- Determining what supplies or services are to be acquired by the Government [7.503(c)(12)(i)]
- Vote on a source selection board; [7.503(c)(12)(ii)]
- Approve any contractual document on behalf of the Government; [7.503(c)(12)(iii)]
- Award Government contracts; [7.503(c)(12)(iv)]
- Administer Government contracts; [7.503(c)(12)(v)]
- Accept or reject supplies or services; [7.503(c)(12)(v)]

- Terminate Government contracts; [7.503(c)(12)(vi)]
- Determine cost reasonableness, allowability, or allocability; [7.503(c)(12)(vii)]
- Participating as a voting member on performance evaluation boards;
   [7.503(c)(12)(viii)]
- Determine budget policy, guidance, and strategy [7.503(c)(16)]

#### 6 PERSONNEL

#### 6.1 General Requirements

NOTE: The Government, at its sole discretion, may consider substitutions and/or requests for deviation from any of the following personnel qualifications (e.g., experience in lieu of education), if to do so would be in the best interest of the Government.

All contractor personnel shall meet the minimum general requirements listed below.

- All personnel shall be capable of working independently.
- All personnel shall have training and experience that is appropriate for the tasks to which they will be assigned.
- The contractor shall provide personnel that are capable of conducting themselves in a professional manner and have proper telephone and e-mail etiquette, customer service techniques, and organizational skills.
- Contractor personnel performing in a leadership capacity shall be capable of directing contractor personnel and interfacing with the Government and customers.
- Ability to communicate applicable technical subject matter expertise to management and others.
- Strong written and oral communication skills in the English language. All contractor personnel must be able to read, write, speak, and understand English.
- Exceptional customer service skills.
- Strong time-management and prioritization skills.
- If applicable, all personnel shall meet the minimum requirements set for in the Federal Supply Schedule (FSS) contract or Government-wide Acquisition Contract (GWAC) upon which this task order is based.

#### 6.2 Specific Expertise and Experience

The contractor shall provide personnel with the appropriate skill levels. The Government requires that the overall contractor staff possess the aggregate skills, expertise, and experience in each of the areas identified to successfully complete all requirements.

#### 6.3 Training

# **6.3.1** Contractor Staff Training

The contractor shall provide fully trained and experienced support staff. Contractor personnel are required to possess the skills necessary to support the minimum

requirements of the labor category under which they are performing. Training of contractor personnel shall be performed at the contractor's expense, except when the Government changes the requirements during performance of an on-going task, and it is determined to be in the best interest of the Government. This will be negotiated on a case-by-case basis. Training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping contractor personnel abreast of advances in the state-of-the-art, or for training contractor personnel on equipment, computer languages, and computer operating systems that are available in the commercial market.

NOTE: Unless Contractor employee training is specifically identified and authorized by the Government, in writing, the Contractor shall not bill the Government for employee time spent in training or for any costs related to or associated with Contractor employee acquired training. This applies to training of any type or for any purpose, including training that is either necessary for job or employment eligibility or a prerequisite to performance of work under this contract/order, whether general in nature or specialized and unique to this requirement.

#### **6.3.2** Mandatory Government Training

During the course of this contract / order the Government may require Contractor employees to receive specialized training in areas necessary to allow the Contractor to fulfill the requirements of this contract / order (e.g., LAN Information Assurance Training, Government unique software or software tools, Security Training). In such cases Government mandated training shall be considered part of this contract and charged against the task(s) to which the individual Contractor employee is assigned.

Mandatory Government training shall be tracked and monitored by the contractor. All required courses must be completed by the required dates by all contractor personnel. Mandatory Government training classes may be completed during work hours. It is the intent of the Government to provide 30 calendar days written notice of annual training requirements to the designated contractor representative. The designated contractor representative will be responsible for notifying subordinate contractor personnel. In the event the contractor does not receive a 30-calendar day notice, the contractor is still required to complete the training by the specified required date(s).

# 6.4 Key Positions / Key Personnel

# **6.4.1** Definition & List of Key Personnel

Key Personnel are defined as those individuals who are so essential to the work being performed that the contractor shall not divert them to other projects or replaced them without receiving prior approval from the Contracting Officer. This includes substitution of those originally proposed at the time of contract/task order award\*. Substituted personnel must have equal or better qualifications than the person they replace, subject to the Government's discretion.

The following positions will be considered to be key positions, as identified by the Government, under the contract/task order:

Project Manager - The PM will be a direct liaison to the OSI product team and will be responsible for the supervision and management of all of the Contractor's personnel.

Technical Lead (or labor category equivalent) - The Technical Lead must have a full understanding of the technical approach to be used by the Contractor's development team and will be responsible for ensuring that the Contractor's development team follows that approach.

Design Lead - The Design Lead must have a full understanding of the user needs and design approach to be used by the Contractor's development team and will be responsible for ensuring that the Contractor's development team follows that approach.

Furthermore, the contractor is responsible for identifying key positions beyond those identified above, as applicable; within the contractor's respective proposed staffing plan (i.e., contractor identified key positions above and beyond the Government's identified requirements).

\*Note: Failure of the Contractor to furnish proposed key personnel shall be viewed as a breach of contract and may be grounds for a default determination by the Government.

#### **6.4.2** Key Personnel Substitution

The Contractor shall not remove or replace any personnel designated as key personnel without making a written request to and receiving written concurrence from the Contracting Officer. The Contractor's request for a change to key personnel shall be made no later than ten (10) calendar days in advance of any proposed substitution and shall include a justification for the change. The request shall (1) indicate the labor category or labor categories affected by the proposed change, (2) include resume(s) of the proposed substitute in sufficient detail to allow the Government to assess their qualifications and experience, and (3) include a statement addressing the impact of the change on the Contractor performance. Requests for substitution will not be unreasonably withheld by the Government. The Government will approve initial contactor key personnel at time of award. Replacement key personnel will be approved via modification to the contract/task order. If the Government CO and the COR determine that the proposed substitution, or non-employeeinitiated removal of personnel without substitution or replacement, is unacceptable or would impair the successful performance of the work, the Contracting Officer will request corrective action. Should the Contractor fail to take necessary and timely corrective action, the Government may exercise its rights under the Disputes provisions of this contract or take other action as authorized under the provisions of this task order, the Prime contract upon which this order is based, or pursue other legal remedies allowable by law.

# 6.5 Personnel Retention and Recruitment

The contractor shall make every effort to retain personnel in order to ensure continuity until contract/order completion. If it should become necessary to substitute or replace personnel, the contractor shall immediately notify the COR and/or other identified Government representatives in writing of any potential vacancies and shall submit the resume(s) of replacement personnel within 5 calendar days of the notification. Additionally, for all new positions identified by the Government, the contractor shall submit the resume(s) of proposed personnel within 5 business days of the Government's initial request. The contractor shall submit the resume(s) of all potential personnel selected to perform under the contract/order to the COR and/or other identified Government representatives through GSA's web-based procurement system, or any other process means identified/required, for Government review and acceptance/rejection. Upon Government acceptance of a personnel resume(s), the candidate shall be available to begin performance within 14 business days. The contractor shall ensure continuity of

operations during periods of personnel turnover and long-term absences. Long-term absences are considered those longer than one week in duration.

#### 6.6 Non-Key Personnel Substitutions

Although Government approval is not required prior to replacing any of its non-key personnel staff, the Contractor shall provide resumes or other adequate documentation to verify to the Government that all proposed replacements (temporary or permanent) meet the security and minimum educational and experience requirements of this contract/order. Additionally, the Government requests the courtesy of being immediately informed of any potential vacancy or prior to any staff member being removed, rotated, re-assigned, diverted or replaced.

### 6.7 Staff Maintenance

The contractor shall make every effort to retain personnel in order to ensure work continuity until contract/order completion. During any periods of turnover or temporary absence of personnel, the Contractor shall ensure continuity of operations and make every effort to maintain manning without loss of service days to the Government. This may necessitate the use of temporarily assigned employees to fill short term gaps between permanently assigned employees or prolonged (more than one week) absences of current employees.

The Contractor is required to use and/or replace all personnel with those who meet the minimum qualifications as stipulated above, in this section of the PWS and should strive to replace departing personnel with those having appropriate and/or equal qualifications. Failure on the part of the Contractor to employ an adequate number of qualified personnel to perform this work will not excuse the Contractor from failure to perform required tasks within the cost, performance, and delivery parameters of this contract / order.

#### 6.8 Contractor Employee Work Credentials.

Contractors shall ensure their employees and those of their Subcontractors have the proper credentials allowing them to work in the United States. Persons later found to be undocumented or illegal aliens will be remanded to the proper authorities.

#### 7 GOVERNMENT FURNISHED PROPERTY/INFORMATION/ACCESS

#### 7.1 General

As applicable, the Government shall provide, without cost, the facilities, equipment, materials, and services listed below. The Government furnished property and services provided as part of the contract/order shall be used only by the contractor only to perform under the contract/order. No expectation of personal privacy or ownership using any Government electronic information or communication equipment shall be expected. All property at Government work sites, except for contractor personal items will be assumed to be Government property unless an inventory of contractor property is submitted and approved by the CO/COR. Contractor personal items do not include computers, external drives, software, printers, and/or other office equipment (e.g., chairs, desks, file cabinets). The contractor shall maintain an accurate inventory of Government furnished property.

#### 7.2 Property

**7.2.1** Facilities Not Applicable.

# **7.2.2** Equipment at Authorized On-Site Government Work Locations Not Applicable.

#### 7.2.3 Materials

As applicable, the Government will furnish basic reference manuals, and any revisions, updates, and changes thereto for use by the contractor necessary to perform work assignments under the contract/order.

#### 7.3 Use of Government Property

# 7.3.1 Desk Telephones

Not Applicable.

# **7.3.2** Mobile/Wireless Telephones and Smart Devices

Government issued mobile/wireless telephone and smart devices may be assigned to contractor personnel when the Government determines it is in the Government's best interest. Contractor personnel are prohibited from using any Government issued device for personal use.

#### **7.3.3** Electronic Mail (E-mail)

All Government e-mail access and use by contractor personnel shall be in support of the individual's official duties and contract/order responsibilities. All information that is created, transmitted, received, obtained, or accessed in any way or captured electronically using Government e-mail systems is the property of the Government. Contractor personnel are prohibited from forwarding e-mail generated from a Government provided e-mail account to personal devices.

# 7.3.4 Copiers and Fax Machines

Not Applicable.

#### **7.3.5** Computer and Internet

All Internet and electronic media access accomplished by contractor personnel (utilizing Government furnished equipment) shall be for official Government business in the performance of the tasks in the contract/order.

# 7.3.6 Canvassing, Soliciting, or Selling

Contractor personnel shall not engage in private activities for personal gain or any other unauthorized purpose while on Government-owned or leased property, nor may Government time or equipment be utilized for these purposes.

#### 7.3.7 Security Violations Using Government Equipment

Any contractor violating Government security policies, guidelines, procedures, or requirements while using Government equipment or while accessing the Government network may, without notice, have their computer and network access terminated, be escorted from their work location, and have their physical access to their work location removed at the discretion of the CO/COR. The CO/COR will notify the contractor of the security violation and request immediate removal of the contractor employee.

NOTE: All Government-provided items remain the property of the Government and shall be returned upon completion of the support services. Contractor personnel supporting this requirement shall return all items issued to them when their performance on this contract/task order is ended.

#### 8 SECURITY

# 8.1 Non-Disclosure Agreements

Due to the potentially sensitive nature of the data and information associated with this requirement, each Contractor employee (including temporary employees) assigned to work under this contract / order shall complete the attached "Contractor Employee Non-Disclosure Agreement". (SOO Attachment A) A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the COR prior to performing any work under this contract.

The Contractor shall not release, publish, or disclose sensitive information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information:

18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
Public Law 96-511 (Paperwork Reduction Act)

All information that is (1) obtained related to or derived from this contract, and (2) results from or derived from any actual tasks assigned to Contractor employees while participating on this contract is considered proprietary.

#### 8.2 Compliance with Security Requirements

The contractor is required to comply with all security regulations and directives as identified herein and other security requirements as are shown elsewhere in this contract. Please refer to the below referenced Security policy documents.

GSA Information Technology (IT) Security Requirements are included in the below Security Policy Documents

- CIO 09-48, IT Security Procedural Guide: Security and Privacy IT Acquisition Requirements
- CIO 12-2018, IT Policy Requirements Guide
- CIO IT Security 06-30, Managing Enterprise Risk
- DevSecOps OCISO Program [CIO-IT Security 19-102] [PDF 806 KB] 09/13/2019

All data should be encrypted in transmission and at rest.

The Contractor shall be responsible for ensuring all employees supporting this contract comply with all security requirements imposed by the Government Security Officer at all times while in Government facilities and shall follow the instructions of the local organization pertaining to security.

The Federal Information Security Modernization Act (FISMA) of 2014 provides a comprehensive framework for ensuring the effectiveness of information security controls

across Federal agencies. FISMA focuses on the program management, implementation, and evaluation aspects of the security of federal information systems. It codifies existing security policies, including Office of Management and Budget (OMB) Circular A-130, Revised, and reiterates security responsibilities provided for in the Computer Security Act of 1987, the Paperwork Reduction Act (PRA) of 1995, and the Clinger-Cohen Act (CCA) of 1996.

In order to protect against cybersecurity threats and manage GSA information systems, the Vendor shall ensure that the contract is compliant with Federal security standards and GSA requirements. The Vendor must provide security and protection for information systems that support the operations and assets of the agency, including the support activities provided or managed by a contractor. Relevant areas that GSA's policies address include:

- Security Requirements
- Cloud information system
- Mobile application
- Privacy Protection
- Controlled Unclassified Information
- Incident Reporting Requirements
- Software License Management
- Telecommunications Policy
- Social Media Policy

## **8.2.1** Assessment and Authorization (A&A)

Federal agencies are required by FISMA Law to undergo a security assessment to demonstrate compliance with security requirements. Assessment and Authorizations (A&A) are required for all new systems. The result of a successful A&A is an Authority to Operate (ATO) Memo. The ATO is required before going into operation and processing GSA information system. The failure to obtain/maintain the ATO will result in non-compliance and possible shutdown of the system .

# **8.2.2** GSA Information Technology IT Security Requirements

The contractor shall deliver an IT Security Plan, as required under CIO 09-48, IT Security Procedural Guide within 30 calendar days of award that describes the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this order. The IT Security Plan shall comply with applicable Federal laws including, but not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002, and the E-Government Act of 2002. The IT Security Plan shall meet IT security requirements in accordance with Federal and GSA policies and procedures, including General Services Administration Acquisition Regulation (GSAR) clause 552.239-71. The contractor shall submit written proof of IT security authorization six months after award, and verify that the IT Security Plan remains valid annually.

#### **8.2.3** Recurring Security Deliverables

Deliverables to be provided to the GSA COR/ISSO/ISSM Quarterly

# 8.2.3.1. Vulnerability Scanning

Reference: NIST 800-53 control RA-5

Provide the most recent Web Application and Operating System vulnerability scan reports.

## 8.2.3.2. Plan of Action & Milestones (POA&M) Update

Reference: NIST 800-53 control CA-5

Provide POA&M updates in accordance with requirements and the schedule set forth in GSA CIO IT Security Procedural Guide 09-44, "*Plan of Action and Milestones (POA&M)*."

# Deliverables to be provided to the GSA COR/ISSO/ISSM Annually

# **8.2.4** Updated A&A documentation including the System Security Plan and Contingency Plan

# 8.2.4.1 System Security Plan

Reference: NIST 800-53 control PL-2

Review and update the System Security Plan annually to ensure the plan is current and accurately describes implemented system controls and reflects changes to the contractor system and its environment of operation. The System Security Plan must be in accordance with NIST 800-18, Revision 1, "Guide for Developing Security Plans."

# 8.2.4.2 Contingency Plan

Reference: NIST 800-53 control CP-2

Provide an annual update to the contingency plan completed in accordance with NIST 800-34, "Contingency Planning Guide."

# 8.2.5 User Certification/Authorization Review Documents

Reference: NIST 800-53 control AC-2

Provide the results of the annual review and validation of system users' accounts to ensure the continued need for system access. The user certification and authorization documents will illustrate the organization establishes, activates, modifies, reviews, disables, and removes information system accounts in accordance with documented account management procedures.

# **8.2.6** Separation of Duties Matrix

Reference: NIST 800-53 control AC-5

Develop and furnish a separation of duties matrix reflecting proper segregation of duties for IT system maintenance, management, and development processes. The separation of duties matrix will be updated or reviewed on an annual basis.

# **8.2.7** Information Security Awareness and Training Records

Reference: NIST 800-53 control AT-4

Provide the results of security awareness (AT-2) and role-based information security technical training (AT-3). AT-2 requires basic security awareness training for employees and contractors that support the operation of the contractor system. AT-3 requires information security technical training to information system security roles. Training shall be consistent with the requirements contained in C.F.R. Part 5 Subpart C (5 C.F.R 930.301) and conducted at least annually.

#### 8.2.8 Annual FISMA Self-Assessment

Reference: NIST 800-53 control CA-2

Deliver the results of the annual FISMA self-assessment conducted per GSA IT Security Procedural Guide 04-26, "Federal Information Security Modernization Act (FISMA) Implementation." Based on the controls selected for self-assessment, the GSA OCISO will provide the appropriate test cases for completion.

# **8.2.9** System(s) Baseline Configuration Standard Document

Reference: NIST 800-53 control CM-2/CM-2(1)

Provide a well-defined, documented, and up-to-date specification to which the information system is built.

# **8.2.10** System Configuration Settings Verification

Reference: NIST 800-53 control CM-6/CM-6(1)

Establish and document mandatory configuration settings for information technology products employed within the information system that reflect the most restrictive mode consistent with operational requirements. Configuration settings are the configurable security-related parameters of information technology products that compose the information system. Systems should be configured in agreement with GSA technical guidelines, NIST guidelines, Center for Internet Security guidelines (Level 1), or industry best practice guidelines in hardening their systems, as deemed appropriate by the Authorizing Official.

Provide the most recent operating system Configuration Settings Compliance scan report.

#### **8.2.11** Configuration Management Plan

Reference: NIST 800-53 control CM-9

Provide an annual update to the Configuration Management Plan for the information system.

#### 8.2.12 Contingency Plan Test Report

Reference: NIST 800-53 control CP-4

Provide a contingency plan test report completed in accordance with GSA IT Security Procedural Guide 06-29, "Contingency Planning." A continuity test shall be conducted annually prior to mid-July of each year. The continuity test can be a table top test while the system is at the FIPS PUB 199 Low Impact level. The table top test must include Federal and hosting Contractor representatives. Functional exercises must be completed once every three years for FIPS PUB 199 Moderate impact systems and annually for FIPS PUB 199 High impact systems.

#### 8.2.13 Incident Response Test Report

Reference: NIST 800-53 control IR-3

Provide an incident response plan test report documenting results of incident reporting process per GSA IT Security Procedural Guide 01-02, "Incident Response."

#### **8.2.14** Information System Interconnection Agreements

Reference: NIST 800-53 control CA-3

Provide Interconnection Security Agreements (ISA) and supporting Memoranda of Agreement/Understanding (MOA/U), completed in accordance with NIST 800-47, "Security Guide for Connecting Information Technology Systems," for existing and

new interconnections. Per NIST 800-47, an interconnection is the direct connection of two or more IT systems for the purpose of sharing data and other information resources through a pipe, such as ISDN, T1, T3, DS3, VPN, etc. ISAs shall be submitted as appendices as part of the annual System Security Plan submission. ISAs shall include, if applicable, any changes since the last submission; updated ISAs are required at least every three years.

#### 8.2.15 Rules of Behavior

Reference: NIST 800-53 control PL-4

Define and establish Rules of Behavior for information system users. Rules of Behavior shall be submitted as an appendix to the System Security Plan.

# **8.2.16** Penetration Testing Report

Reference: NIST 800-53 control CA-8

All Internet accessible systems, and all FIPS PUB 199 High impact systems are required to complete an independent penetration test and provide a Penetration Test Report documenting the results of the exercise as part of their A&A package. Annual penetration tests are required for these same systems in accordance with GSA Order CIO 2100.1 and CIO-IT Security-11-51, "Conducting Penetration Test Exercises."

#### 8.2.17 Personnel Screening and Security

Reference: NIST 800-53 control PS-3, NIST 800-53 control PS-7

Furnish documentation reflecting favorable adjudication of background investigations for all personnel (including subcontractors) supporting the system. Contractors shall comply with GSA Order ClO 2100.1, "GSA Information Technology (IT) Security Policy" and GSA Order, ClO P 2181.1, "Homeland Security Presidential Directive-12 (HSPD-12) Personal Identity Verification and Credentialing Handbook." GSA separates the risk levels for personnel working on Federal computer systems into three categories: Low Risk, Moderate Risk, and High Risk.

- Those contract personnel (hereafter known as "Applicant") determined to be in a Low Risk position will require a National Agency Check with Written Inquiries (NACI) investigation.
- Those Applicants determined to be in a Moderate Risk position will require either a Limited Background Investigation (LBI) or a Minimum Background Investigation (MBI) based on the Contracting Officer's (CO) determination.
- Those Applicants determined to be in a High Risk position will require a Background Investigation (BI).

Applicants will not be reinvestigated if a prior favorable adjudication is on file with FPS or GSA, there has been less than a one year break in service, and the position is identified at the same or lower risk level.

Once a favorable FBI Criminal History Check (Fingerprint Check) has been returned, Applicants may receive a GSA identity credential (if required) and initial access to GSA information systems. The HSPD-12 Handbook contains procedures for obtaining identity credentials and access to GSA information systems as well as procedures to be followed in case of unfavorable adjudications.

#### Deliverables to be provided to the GSA COR/ISSO/ISSM Biennially

#### **8.2.18** Policies and Procedures

Develop and maintain current the following policies and procedures:

- a. Access Control Policy and Procedures (NIST 800-53 AC-1)
- b. Security Awareness and Training Policy and Procedures (NIST 800-53 AT-1)
- c. Audit and Accountability Policy and Procedures (NIST 800-53 AU-1)
- d. Identification and Authentication Policy and Procedures (NIST 800-53 IA-1)
- e. Incident Response Policy and Procedures (NIST 800-53 IR-1, reporting timeframes are documented in GSA IT Security Procedural Guide 01-02, "Incident Response"
- f. System Maintenance Policy and Procedures (NIST 800-53 MA-1)
- g. Media Protection Policy and Procedures (NIST 800-53 MP-1)
- h. Physical and Environmental Policy and Procedures (NIST 800-53 PE-1)
- i. Personnel Security Policy and Procedures (NIST 800-53 PS-1)
- j. System and Information Integrity Policy and Procedures (NIST 800-53 SI-1)
- k. System and Communication Protection Policy and Procedures (NIST 800-53 SC-1)
- I. Key Management Policy (NIST 800-53 SC-12)

#### 8.3 Employee Security Requirements

The contractor shall provide personnel who already have or are capable of attaining and maintaining a Tier 2S security fitness determination. No access will be given to the Government computer information systems and Government sensitive information before the background investigation is completed.

#### **8.3.1** New Contractor Personnel

The full names of all contractor personnel proposed to work under this contract must be submitted to the COR and GSA Security for initiation and/or verification of an individual's security clearance investigation status. No work shall commence under the contract until GSA has received either an initial Enter on Duty Date (EoDD) or a final favorable adjudication and have been approved to work on the contract.

#### **8.3.2** Departing Contractor Personnel

The Contractor shall notify the COR, Contracting Officer and the GSA Personnel Security Officer when Contractor personnel will no longer be working on the contract. The Contractor must then turn in all badges; Government furnished equipment, and deliverables and provide an updated listing of GFE.

# 8.4 Common Access Card & ID Badges

When Government facilities are utilized in performance of this contract, the Government will provide photo identification, such as Common Access Card (CAC) and Restricted Area Badge (as required). The Contractor shall comply with all requirements necessary to obtain a CAC and Restricted Area Badge. Once issued, these credentials will allow Contractor employees unescorted entry into Government facilities.

# 8.5 Facility Security Requirements

Not Applicable.

# 8.6 Personal Identity Verification

The Contractor shall comply with the following Personal Identity Verification clause.

# 52.204-9, Personal Identity Verification of Contractor Personnel. (Jan 2006)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

End of Clause

#### 9 SPECIAL INSTRUCTIONS

# 9.1 Contractor Performance Assessment Reporting System (CPARS) Assessment

Upon request by the Government, the contractor shall submit a self-evaluation of their performance at least annually utilizing a Government provided template. From time of Government request, the contractor shall have 7 business days to provide input to the GSA COR. The contractor self-assessment will then be submitted to the Government client where they will utilize this information to formulate an independent performance evaluation that will be processed through the Contractor Performance Assessment Reporting System. The requirements of the FAR and its supplements as it pertains to CPARS reporting shall be adhered to.

#### 9.2 Personal Service

This is not a "Personal Services" contract as defined by FAR 37.104. The government has taken the following steps and precautions to ensure that "Personal Services" employer-employee relationships are not created between government and contractor employees during performance of this task order. Although Contractor employees who furnish services under this contract are subject to Government technical oversight, neither the Government nor a Government authorized third party contractor or representative shall oversee Contractor employees but shall provide all direction through the Contractor's designated representative(s) who is/are solely responsible for supervising and managing Contractor employees. In further compliance with this regulation —

- All tasks will be initiated using approved Task Directive Forms or other approved form of documentation.
- All government direction or approval of contractor initiated suggestions shall be documented using approved Task Directive Forms or other approved form of documentation
- All government contract monitors shall communicate with the contractor through the approved contractor management representative.
- All government representatives responsible for managing this task order shall be briefed on the avoidance of personal services and those actions that represent personal services, prior to assuming their contract responsibilities.

# 9.3 Privacy Act

Work on this project may require that contractor personnel have access to information which is subject to the Privacy Act of 1974. Personnel shall adhere to the Privacy act, Title

5 of the U.S. Code, Section 552a and applicable agency rules and regulations when handling this information. Privacy Act information is considered sensitive and appropriate safeguards shall be implemented by the contractor. The contractor is responsible for ensuring all contractor personnel are briefed on privacy Act requirements.

#### 9.4 Section 508

Unless otherwise exempt, all services and/or products provided in response to this requirement shall comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194).

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

Additional information regarding Section 508 can be obtained from the following web sites.

http://www.section508.gov/index.cfm?FuseAction=Content&ID=12 http://www.access-board.gov/508.htm http://www.w3.org/WAI/Resources

#### 9.5 Final Invoice and Release of Claims

The contractor is required as a deliverable of the contract/order to provide a final invoice no later than 30 calendar days after the end of the period of performance. Additionally, the contractor shall provide a Release of Claims no later than 90 calendar days after the end of the period of performance. The contract/order will be modified for closeout.

# 9.6 Other Direct Costs (ODCs)

The Government may require the contractor to purchase materials, equipment and ODCs, to include hardware, software, and related supplies critical and related to the services being acquired under the contract/order. ODCs may also included subcontracted services. Such requirements will be identified at the time the contract/order is issued or may be identified during the course of a contract/order by the Government or the contractor. The contractor shall not make any purchases without the applicable approvals identified below. Additional approvals may be required if specific terms and conditions are determined to be applicable

If the contractor initiates a purchase within the scope of the contract/order that is estimated to be ≤ the Simplified Acquisition Threshold (SAT) and the prime contractor has an approved purchasing system, the contractor shall submit to the GSA COR a Request to Initiate Purchase (RIP) via an ASSIST "Request to Initiate Purchase Collaboration".

If the prime contractor is to lose or does not have an approved purchasing system, or the

estimated value of the purchase exceeds the SAT, the contractor shall submit to the CO a Consent to Purchase (CTP) via an ASSIST "Consent to Subcontract or Purchase Collaboration".

#### 9.7 Data Rights and Ownership

Data Rights and Ownership of Deliverables – All software and documentation delivered by the Contractor will be owned by the Government and committed to the public domain. This software and documentation includes, but is not limited to, data, documents, graphics, code, plans, reports, schedules, schemas, metadata, architecture designs, and the like; all new open source software created by the Contractor and forks or branches of current open source software where the Contractor has made a modification; and all new tooling, scripting configuration management, infrastructure as code, or any other final changes or edits to successfully deploy or operate the software.

To the extent that the Contractor seeks to incorporate any software that was not first produced in the performance of this task order in the software delivered under this task order, OSI encourages the Contractor to incorporate either software that is in the public domain, or free and open source software that qualifies under the Open Source Definition promulgated by the Open Source Initiative. The Contractor must obtain written permission from the CO or COR before incorporating into the delivered software any software that is subject to a license that does not qualify under the Open Source Definition promulgated by the Open Source Initiative. If granted such written permission, then the Contractor's rights to use that software must be promptly assigned to the Government.

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

# 9.8 Contract/Task Order Management

#### 9.8.1 Contracting Officer's Representative (COR)

The Government Contracting Officer is primarily responsible for managing this contract / order. Additionally, the work to be performed under this contract / order is subject to monitoring by an assigned Contracting Officer's Representative (COR). The COR appointment letter, outlining the COR responsibilities under this contract/order, will be provided to the contractor under separate cover upon request. Questions concerning COR appointments should be addressed to the Contracting Officer.

#### **9.8.2** Government Technical Representative

In addition to the COR, the Government may assign one or more Technical Representatives to monitor the technical aspects of this contract / order. The Government Technical Representative will participate in project meetings and review task order deliverables and will provide technical assistance and clarification required for contract / order performance. Refer to the attached QASP for specific information on project monitoring.

#### 9.9 Proprietary Data

The Contractor shall not employ the use of any proprietary data or software in the performance of this contract without the advanced written consent of the Contracting Officer.

#### 9.10 Contract Type

This contract / order will be awarded as a labor hour contract type.

#### 9.11 Ceiling Price Notification

Per clause 52.323-7(d), Payments under Time-and-Materials and Labor-Hour Contracts, the contractor is reminded - "If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons This provision applies to reimbursable Other Direct Costs also. and documentation." accordance with FAR 52.232-7 (e) "Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price" The Contractor is not authorized to incur costs in excess of the funds obligated to this task order

# 9.12 <u>Contract/Task Order Funding</u>

It is anticipated that the task order will be incrementally funded. Accordingly, the following provision applies.

#### Incremental Funding

(GSA 5QZA AOD Memo, Subject: Incremental Funding-3 2009 01 (revised 07-23-09)

This project may be incrementally funded. If incrementally funded, funds will be added to this task via a unilateral modification as they become available. Contractor shall not perform work resulting in charges to the government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing, whenever it has reason to believe that in the next 60 days, when added to all costs previously incurred, will exceed 75% of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to complete performance of the contract/order for the specified period of performance or completion of that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract/order or for any further period specified in the Schedule or otherwise agreed upon, and

when the funds will be required.

The government is not obligated to reimburse the Contractor for charges in excess of the obligated funds and the Contractor is not obligated to continue performance or otherwise incur costs that would result in charges to the government in excess of the amount obligated under this order.

#### End of clause

# 9.13 Productive Direct Labor Hours

The Contractor shall only charge for labor hours when work is actually being performed in connection with this Task Order and not for employees in a "ready" status only. For this task order 1 FTE (full time equivalent) = 1920 labor hours.

# 9.14 <u>Invoicing and Payment</u>

Payments will be made in accordance with the clause entitled Payments under Time-and-Materials and Labor-Hour Contracts (FAR 52.232-7), as applicable.

The Contractor may invoice for items upon their delivery or services when rendered. Billing and payment shall be accomplished in accordance with contract terms and GSA payment procedures. Invoice submission instructions shall be provided at the time of award.

# 9.15 Payment for Unauthorized Work

The Contractor will not be paid for the performance of work that is not authorized under this Task Order. No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor on their own volition or at the request of an individual other than a duly appointed CO, COTR, or Government Technical Representative. Only a duly appointed CO is authorized to change the specifications, terms, or conditions under this effort.

#### 10 ATTACHMENTS

- Attachment A Non-Disclosure Agreement
- Attachment B Security and Privacy Requirements for IT Acquisition Efforts CIO-IT Security-09-48
- Attachment C Managing Enterprise Cybersecurity Risk CIO-IT Security-06-30
- Attachment D CIO 21001N GSA Information Technology Security Policy
- Attachment E CIO IT Policy Requirements Guide-12-2018
- Attachment F Potential Organizational Conflict of Interest: Supplier Portal Development Services
- Attachment G Supplier Journey Narrative (Supplier Portal)
- Attachment H CO-CS Narrative (Supplier Portal)
- Attachment I Description of FAS Acquisition Applications for Supplier Portal
- Attachment J Sample Supplier Portal Non-functional Requirements
- Attachment K Supplier Portal Acronym and Term Definitions