

SOFTWARE LICENSE MANAGEMENT

REQUEST FOR QUOTE (RFQ) TEMPLATE

For Services under Schedule 70
SIN 132.51 INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

NAICS: 541519 Other Computer Related Services

Services in Support of:

Agency Department

Agency Logo

Conducted Under Federal Acquisition Regulation (FAR) 8.4

Issued by:
"AGENCY X"
XX Street NW
Washington, DC 20405

XXXX 2018
Solicitation Number: XXX

SECTION A: SOLICITATION/CONTRACT FORM

The Contractor will submit a signed cover letter by an authorized company negotiator to constitute agreement with all terms and conditions of this RFQ.

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

B.0 TYPE OF CONTRACT

This is a single award Blanket Purchase Agreement (BPA) to satisfy the requirements that fall within the attached (SOW), entitled "Software License Management Program." All BPA Orders placed against this BPA shall be Firm Fixed Price (FFP) or Labor Hour (LH) in accordance with FAR 8.404(h)(2) and/or (h)(3).

B.1 GENERAL DESCRIPTION

This is a non-personal services contract to provide IT related program and IT asset management expertise to "AGENCY X". The Government shall not exercise any supervision or control over the vendor personnel performing the services herein. As such, the vendor personnel shall be accountable solely to the Contractor who, in turn is responsible to the Government. The vendor shall monitor and ensure its employees meet the requirements of this statement of work.

Recently published federal mandates have elevated the requirement to enhance program evaluation and analysis capabilities. "AGENCY X" requires contractor Executive Orders, Office of Management and Budget (OMB) Directives needs related to managing their IT asset management positions.

The Contractor plans to negotiate firm fixed price task order(s) in accordance with General Services Administration (GSA) Schedule 70 guidance. The Contractor shall propose a firm fixed price for the Base, Option I, Option II.

The Contractor shall provide skilled support for "AGENCY X" over the period of performance of the task order / Blanket Purchase Agreement. The term of the task order will be for one (1) XX month base period and two (2) twelve month option periods. The Contractor resources shall work directly with "AGENCY X" in a fully collaborative manner on tasks such as IT data analysis, IT business process improvement, IT software enablement, and customer engagement.

B.2 SERVICES AND PRICES / COSTS

Specific instructions for completing the table below are as follows:

The Contractor's quote shall provide a fixed price cost for the services described in this RFQ.

B.2.1 Base Period (Firm Fixed Price): XX to September 30, 201X

Item Number	Description	Unit	Unit Price	Amount
CLIN 000101				\$

CLIN 000102				\$
CLIN 000103				

Base Period
Price \$

B.2.2 Option Period I (Firm Fixed Price): October 1, 20XX to September 30, 20XX

Item Number	Description	Unit	Unit Price	Amount
CLIN 000101				\$
CLIN 000102				\$
CLIN 000103				

Option I Price \$

B.2.3 Option Period II (Firm Fixed Price): October 1, 20XX to September XX, XX

Item Number	Description	Unit	Unit Price	Amount
CLIN 000101				\$
CLIN 000102				\$
CLIN 000103				

Option II Price \$

B.3 TRAVEL, OTHER DIRECT COSTS

Neither local travel, long distance travel, nor ODC's will be reimbursed.

SECTION C: STATEMENT OF WORK (SOW): SOFTWARE LICENSE MANAGEMENT PROGRAM

C.1 PURPOSE

The lack of mature Software License Management (SLM) practices has left many agencies ill-equipped to navigate the compliance requirements associated with federal mandates, as well as compliance with vendor agreements. Although "AGENCY X" has taken affirmative action in meeting the mandate requirements, there are capability gaps across the people, process and systems that require specialized support. "AGENCY X" specifically requires IT asset management, enterprise software license subject matter expertise, IT program management and financial management support. This requirement is to acquire expertise in ensuring milestones are clearly identified and met.

C.2 BACKGROUND

Agencies are challenged with managing their software assets for a number of reasons. Among them, is the necessary but increasingly burdensome demand for agency accountability and control of IT program costs invoked through such policies and laws as FITARA, MEGABYTE Act, and OMB M-16-12. In 2014, GAO's published the report, "Federal Software Licenses: Better Management Needed to Achieve Significant Savings Government-wide" (GAO-14-413) that identified a substantial deficiency in software license management capabilities at the Agency level. The report recommended the following five best practices for effective software license management:

1. Centralize management of software licenses
2. Establish a comprehensive inventory of software licenses
3. Regularly track and maintain comprehensive inventories of software licenses (liabilities) using automated discovery and inventory tools and metrics
4. Analyze the software license (inventory) data to inform investment decisions and identify opportunities to reduce costs
5. Provide appropriate Agency personnel with sufficient software license management training

"AGENCY X" requests assistance in obtaining the technology toolsets, operational processes and change management techniques to effectively meet each of these five practices. "AGENCY X" is requesting support to manage their environments in accordance with FITARA's intent to reduce "shelfware," promote reusability and only pay for what is required. The agency is looking for a complete solution that addresses the people, processes and technology related to SLM, software procurement, license utilization and software portfolio, and lifecycle management.

"AGENCY X" is requesting a recommended solution to manage their entire environment by providing the business intelligence to minimize license consumption, optimize software usage rights or entitlements, track and validate requirements, highlight security vulnerabilities from unpatched or unsupported software versions, and manage decentralized purchasing in an enterprise manner.

The goal of "AGENCY X's" request is to accelerate adoption of SLM industry best practices to manage software assets throughout the product lifecycle from initial procurement, ongoing management, upgrades, maintenance renewals, through retirement.

C.3 OBJECTIVE

The objective of this procurement is to obtain access to the relevant services required to support the development of "AGENCY X's" SLM program maturity. The requested scope of work includes programmatic and design support, as well software inventory and enterprise licensing expertise,

including pricing. "AGENCY X" is looking to establish standardized processes throughout the entire software lifecycle and reveal opportunities to automate SLM processes.

The Optional CLIN descriptions, tasks and deliverables associated with each are detailed in section C.4 below.

C.4 CLIN DESCRIPTIONS, TASKS AND DELIVERABLES

"AGENCY X" requires contractor support to execute the following task areas:

C.4.1 CLIN 1: SLM PROGRAM ASSESSMENT AND DESIGN (OPTIONAL)

The Contractor shall provide expert support to "AGENCY X" to design a customized SLM program. This assessment will enable "AGENCY X" to demonstrate greater maturity and control of their SLM program by identifying gaps and inconsistencies that may impeded its effectiveness to track hardware and software throughout the agency. The Contractor will assist "AGENCY X" in gaining a comprehensive understanding of their IT hardware and software assets, the lifecycle of these assets, as well as existing policies, processes and procedures to recommend the best approach to enhance their SLM profile. The contractor work alongside federal employees to support the customer engagement to discover and document the following:

- Interviews with key stakeholders to review and document existing policies, processes, and to determine discovery and repository tools in use
- Organizational hardware and software standards
- ITAM lifecycle processes from requisition through retirement
- SLM program strategy, governance models, policies, and procedures
- Hardware and software vendors and resellers

The Contractor is expected to develop the following program management deliverables for "AGENCY X":

- Current State Maturity Assessment outlining any risks or inefficiencies that have been identified
- Stakeholder Interview Reports
- Software Centralization Plan with OCIO Strategic Plan and Future OCIO Strategic Roadmap / Timeline
- Full set of SLM Process Maps
- Functional requirements document detailing key capabilities, business functions, and workflows for target state SLM program
- Assist with developing the roles, responsibilities, and business functions for Software License Managers and other relevant stakeholders
- Develop a Software Centralization Plan compliant with OMB 16-12, and the MEGABYTE Act that aligns with OCIO strategic objectives
- Facilitate brainstorming sessions with key stakeholders to document requirements relevant to people, processes, governance, and technology specific to "AGENCY X" OCIO

It is expected that the Contractor will provide multidisciplinary teams composed of members who have two or more of the capabilities required to perform the tasks stated in this PWS, and that the teams will be capable of supporting more than one Agency initiative. This is necessary because the work is episodic, so the Contractor must be able to shift workload amongst the teams and shift workload between team members as it is needed.

C.4.2 CLIN II: SOFTWARE LICENSE OPTIMIZATION (OPTIONAL)

The Contractor shall provide “AGENCY X” with the expertise needed to complete cost and license optimization, and plan for future license strategy for publisher software products to make better-informed business decisions. With a clear view of the software footprint, “AGENCY X” will be able to effectively right-size overlapping software programs and evaluate the architecture for optimization opportunities. The contractor shall work alongside federal employees to support the customer engagement to completion and perform the following activities:

- Interview relevant stakeholders to identify any capability gaps in inventory management processes
- Technical architecture review of programs and projects currently running selected publisher software.
- Evaluate infrastructure to outline software architecture.
- Collect discovery data for a publisher using “AGENCY X” deployed toolsets to understand the number of users, types of software, sources of supply and volume of buy
- High level evaluation of maintenance terms and conditions
- Review current and future technology projects (i.e. disaster recovery centers, migrations, upgrades, application expansions, etc.)

The Contractor is expected to develop the following software inventory management deliverables for “AGENCY X”:

- Analysis of current inventory management processes, provide a recommended solution to improving any inefficiencies identified
- Inventory Toolset Evaluation

C.4.3 CLIN III: LICENSE ENTILEMENT REVIEW AND ASSESMENT (OPTIONAL)

The Contractor shall assist “AGENCY X” in identifying, normalizing, and compiling software entitlements to achieve a current compliance position. The Contractor will provide expert services for specific publisher license contracts and deployments to apply product use rights and determine the quantity deployed verse owned. The result will allow “AGENCY X” to accurately review their software estate for specific publishers (ex. Microsoft, Oracle, Cisco, Adobe, IBM), as well as establish compliance positions before vendor agreements. This improves “AGENCY X” ability to meet federal mandates (i.e., MEGABYTE, FITARA, and OMB), reducing cost and compliance risk. The following activities shall be performed by the Contractor:

- Create Entitlement Baseline for publisher x (example Microsoft):
 - o Collect and develop software entitlement data using ordering documents, license agreements, purchase agreements, or internal data/records.
 - o Normalize contract names to create a view of products owned by category, product, and total entitlement.
 - o Review purchase price
 - o Generate publisher software entitlement baseline report including the quantity and value of assets across desktops and servers
- Deployment Baseline for publisher x:

- o Analyze any discovery data available to normalize product names, identify and categorize data, and validate product assignments on a product and asset level.
 - o Identify servers with duplicate versions, evaluate editions and suites to look for additional reduction opportunities.
 - o Apply metrics and validate hardware configurations to determine apply licensing intelligence and extended quantities deployed.
- Data Reconciliation for publisher x:
 - o Reconcile entitlement, discovery, and supplemental data to a standard and consistent format and apply license metrics, quantities, and pricing (where applicable) applied to provide a single view of publisher data
 - o Compare software license entitlements versus deployment data to determine current license position.
 - o Identify any opportunities to mitigate license compliance risks internally
- Analyze license entitlements for publisher x:
 - o Detailed and executive-level dashboards to show the following:
 - Contract compliance (products in breach)
 - Contract renewals/expiration
 - Over/Under Licensed position

The Contractor is expected to develop the following license entitlement review and assessment deliverables for "AGENCY X":

- Baseline Inventory of software licensing data (for selected vendors/products), to include key metrics specific to license cost, type, count, usage, and relevant terms & conditions
- Maintenance evaluation and reduction opportunities
- Executive Dashboards for a selected vendor that show contract compliance, renewals, expirations, licensing status and products in breach
- Based on results from assessing the current processes in place, develop standard operating procedures to enhance the overall management of software entitlement terms and conditions (including cost, expiration and maintenance)
- Business case to demonstrate real savings and ROI based on the license entitlement review for selected vendors

C.4.4 CLIN IV: VENDOR ADVISORY AND NEGOTIATIONS (OPTIONAL)

The Contractor shall provide expertise to address near-term gaps in "AGENCY X" Vendor Management capabilities, concurrently growing long-term proficiency, increasing the enablement of meeting mission needs cost-effectively. The service is designed to provide guidance, governance, strategy and direction to ensure that selected publisher x contracts, either executed or in planning phase, are aligned to the agencies strategic requirements and to minimize operational, business and financial risk. "AGENCY X" will be advised on how to negotiate optimal terms and conditions and pricing for publisher x software license contracts. The Contractor's service offerings are designed and implemented through industry best-practice vendor management protocols. The activities the Contractor is expected to perform for selected publisher x include:

- Evaluate existing OCIO Vendor Management capabilities specific to software and service vendors, including assessment of contract terms & conditions, vendor negotiation capabilities and strategies, and procurement and acquisition processes

- Advise on cost optimization strategies for any new purchases
- Evaluate maintenance reduction opportunities
- Audit readiness assessment
- Design and implement best-practice vendor management protocols
- Price benchmarking IT financial management ensuring IT software is obtained at most effective price
- Evaluate post audit results
- Evaluation of current product agreements (providing insight for negotiation of contract renewals or new purchases with more favorable terms)
- Optimize value, flexibility and benefits of the contract
- Prepare for federal mandate compliance audit

The Contractor is expected to develop the following vendor advisory and negotiations deliverables for "AGENCY X":

- Assessment of OCIO Vendor Management Capabilities detailing capabilities and performance metrics specific to software and service vendors
- Price benchmarking analysis for "AGENCY X's" procurement of software
- Post vendor audit procurement recommendations for a selected vendor
- Evaluation of current product agreements and recommendation for maintenance
- Recommendations for an upcoming negotiation with a selected vendor, including recommendations on pricing and contractual terms, including those that support virtualization technologies and SaaS

C.4.4 CLIN V: SLM TOOLSET CAPABILITY ANALYSIS

"AGENCY X" has a need for an assessment of the existing SLM toolset and functionality. The Contractor will help align desired SLM toolset requirements with support services required around implementation and configuration. The SLM toolset will assess IT Asset and Configuration data management practices and provide recommendations on gaps in data reporting capabilities of IT assets to "AGENCY X". This evaluation is designed to equip agencies with a detailed framework to engage with qualified vendors for support. With the Contractor, "AGENCY X" will be able to solicit qualified bids from toolset providers and integration services to fulfill the scope of these requirements. The scope of work will require the vendor to work closely with the "AGENCY X" SLM program staff to appropriately configure the toolset to meet program objectives. The core focus of this task will be establishing an efficient data management solution and schema to enable a mature and robust SLM program. Refer to the "SOO for Toolset Procurement" for the technical and functional requirements for the procurement of an SLM tool. Example requirements include:

- Identification of SLM tools deployed in the environment, outline of their functionality and assessment of gaps in functionality.
- Review the following SLM tool category requirements and provide framework for required support services:
 - o Discovery – the ability to find new, moved or changed assets
 - o Inventory – database of assets and attributes
 - o Software Recognition – ability to translate discovery data into related product data
 - o Software Reconciliation – ability to match up product data to purchase history
 - o Contracts Management – ability to manage, prioritize and comply with your contracts and agreements
 - o Reporting – ability to share, collaborate and act on asset data

- o Workflow and Automation – ability to automate SAM processes
- o Systems Management – ability to deliver changes, maintenance or new deployments
- Review of best in class vendor and service providers to mitigate the gaps in tool functionality.
- Assist with vendor review to provide support and meet program objectives.
- Assist with the development of SLA for support services

SECTION D: INSPECTION AND ACCEPTANCE

D.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under these task orders shall be performed by the Contracting Officer Representative (COR) upon electronic delivery.

D.2 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to requirements by the Government COR. Inspection may include validation of information or inspections of the deliverables. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period not to exceed (NTE) 10 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

D.3 BASIS OF ACCEPTANCE

The basis for acceptance shall be compliance with the requirements set forth in the task order, the Contractor's quote, and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses. Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version. All of the Government's comments on deliverables must either be incorporated in the succeeding version of the deliverable, or the Contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the requirements stated within this task order, the document may be immediately rejected without further review and returned to the Contractor for correction and resubmission. If the Contractor requires additional Government guidance to produce an acceptable draft, the Contractor shall arrange a meeting with the COR.

D.4 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The Contracting Officer (CO)/COR will provide written notification of acceptance or rejection of all final deliverables within 15 workdays (unless specified otherwise in Section F). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

D.5 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies will be corrected, by the Contractor, within 10 workdays of the rejection notice. If the deficiencies cannot be corrected within

10 workdays, the Contractor will immediately notify the COR of the reason for the delay and provide a proposed corrective action plan within 10 workdays.

If the Contractor does not provide products or services that conform to the requirements of this task order, the Government will not pay the fixed price associated with the non-conforming products or services.

SECTION E: DELIVERIES OR PERFORMANCE

E.1 PERIOD OF PERFORMANCE

The Period of Performance for this Blanket Purchase Agreement (BPA) shall be one year from the date of award with two option periods, each one year in length.

E.2 PLACE OF PERFORMANCE

Services may be provided off-site, on-site, or a combination thereof, depending on program requirements. The Contractor will be available for meetings taking place at "AGENCY X" facility, (enter address)

E.3 DELIVERABLES

Technical Direction: The Contractor shall perform and manage the activities delineated in Section C Statement of Work, and Section E.3 Deliverables, in keeping with section E.5 Performance Management. The Contractor shall provide oral or written progress briefings to the Contracting Officer or designee when required.

All written deliverables require at least two iterations – a draft and a final. The final document must be approved and accepted by the Government prior to payment submittal. The Contractor shall submit draft and final documents, using Microsoft 2010 or later, to the Government electronically. The Government requires five (5) business days for review and submission of written comments to the Contractor on draft and final documents. The Contractor shall make revisions to the deliverables and incorporate the Government's comments into draft and final deliverables before submission. Upon receipt of the Government comments, the Contractor shall have five business days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

The following tables illustrate the deliverables expected to be generated during this engagement. Delivery dates noted as TBD will be determined through finalization of the detailed Project Schedule resulting from discussions between the Contractor and "AGENCY X" during the Kick-Off meeting.

CLIN I DELIVERABLE	DELIVERY DATE
Current State Maturity Assessment	As requested; X days after task assignment
Stakeholder Interview Reports	As requested; X days after task assignment
Software Centralization Plan with OCIO Strategic Plan and Future OCIO Strategic Roadmap / Timeline	As requested; X days after task assignment
Full set of SLM Process Maps	As requested; X days after task assignment
Functional requirements document for target state SLM program	As requested; X days after task assignment
Weekly Status Reports	As requested; X days after task assignment

CLIN II DELIVERABLE	DELIVERY DATE
Baseline Inventory Report	As requested; X days after task assignment
Inventory management process improvement solution	As requested; X days after task assignment
Inventory Toolset Evaluation	As requested; X days after task assignment
Functional Requirements Document	As requested; X days after task assignment
Weekly Status Reports	As requested; X days after task assignment

CLIN III DELIVERABLE	DELIVERY DATE
Baseline Software Inventory	As requested; X days after task assignment
SLM Executive Dashboards	As requested; X days after task assignment
Standard Operating Procedures to enhance software entitlement terms and conditions	As requested; X days after task assignment
Executive Business Case	As requested; X days after task assignment
Weekly Status Reports	As requested; X days after task assignment

CLIN IV DELIVERABLE	DELIVERY DATE
OCIO Vendor Management Capabilities Assessment	As requested; X days after task assignment
Recommendations for vendor negotiation	As requested; X days after task assignment
Price Benchmarking Analysis	As requested; X days after task assignment
Audit Readiness Assessment Report	As requested; X days after task assignment
Weekly Status Reports	As requested; X days after task assignment

The Contractor shall provide the COR with monthly status reports for all deliverables, or more frequently as requested by the COR. All deliverables become property of the US Government.

Copies of deliverables shall be sent to:

Agency COR Email Address:

E.4 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT

The Contractor shall notify the Government COR, as soon as it becomes apparent to the Contractor, that a scheduled delivery will be late. The Contractor shall notify the Government COR by electronic mail and shall include the rationale for late delivery, the expected date of the delivery and the impact the late delivery will have on the project. The Government COR will review the new schedule and provide guidance to the Contractor. Such notification in no way limits any Government contractual rights or remedies including but not limited to termination.

E.5 PERFORMANCE MANAGEMENT

The success of this task order shall be dependent upon the Government's Quality Assurance Service Plan (QASP) and shall depend on the following performance measures:

- Quality of the deliverables. This includes their accuracy as well as their presentation, completeness and general quality of production. The products should contain approaches and solutions and clearly show how the Contractor has made an effort to provide as comprehensive an approach as possible. The contractor shall advise the IT category PMO of quality issues, apply, and document quality assurance procedures and methodologies to ensure that client quality requirements and performance standards are clearly met and effectively enforced.
- Timeliness of the deliverables. Once a firm schedule is established, adherence to the timeline is important to meet the overall objectives of the task.

E.5.1 PERFORMANCE MANAGEMENT METRICS

On a monthly basis, the Contractor shall meet the performance objectives listed in the tables below. Any deliverable(s) or non-performing service(s) that do not meet the Performance Measure and associated Inspection and Acceptance Criteria shall be repaired/replace/re-performed by the Contractor in accordance with FAR Clause 52.212-4.

Performance Requirement	Performance Indicator	Performance Standard	Performance Surveillance Method
Monthly Status	Deliver complete and	Clarity, accuracy and	100 % Inspection of

Report (MSR)	on time by the 10th day of the month	contains all data required. Initial deliverable submission shall be 95% error free.	Reports by the COR
Miscellaneous Administrative Reports	Deliver complete and on time on the 1 st day of the month	Clarity, accuracy and contains all data required. Initial deliverable submission shall be 95% error free.	100 % Inspection of Reports by the COR
Strategy Update(s)	As applicable	Clarity, accuracy and contains all data required. Initial deliverable submission shall be 95% error free.	100 % Inspection of Documents by the COR
Project Kick-off Presentation	As applicable	Clarity, accuracy and contains all data required. Initial deliverable submission shall be 95% error free.	100 % Inspection of Reports by the COR
Final Project Plan / Schedule	As applicable	Clarity, accuracy and contains all data required. Initial deliverable submission shall be 95% error free.	100 % Inspection of Documentation by the COR
Weekly Project status reports	As applicable	Clarity, accuracy and contains all data required. Initial deliverable submission shall be 95% error free.	100 % Inspection of All Documents by the COR
Engagement Deliverables (CLIN I, II, III, IV)	As applicable	Clarity, accuracy and contains all data required. Initial deliverable submission shall be 95% error free.	100 % Inspection of All Documents by the COR
Ad Hoc Reports	As applicable	Clarity, accuracy and contains all data required. Initial deliverable submission shall be 95% error free.	100 % Inspection of All Documents by the COR

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SECTION F: CONTRACT ADMINISTRATION

F.1 INVOICE SUBMISSION

Original invoices shall be submitted (electronically) to the AGENCY XX Office of Finance via the Vendor and Agency finance portal. This may be accessed at: <http://XXXX>

The Contractor shall submit Requests for Payment, in accordance with the format, to be considered proper for payment. In addition, the data elements indicated below shall be included on each invoice:

- Task Order Number: (from Form 1449, provided at task order award)
- Paying Number: (ACT/QP Number)
- Project Title: "AGENCY X" ITAM Support

Duplicate invoices and supporting documentation shall be submitted electronically to the AGENCY X CO and the COR (see Section G.3 and G.4).

F.2 INVOICE REQUIREMENTS

The Contractor shall submit Requests for Payment, in accordance with the format, to be considered proper for payment. In addition, the data elements indicated below shall be included on each invoice.

Provide:

Pegasys Document Number: QP00XXXXX

Project Title: "AGENCY X" Support

Firm Fixed Price CLINs:

- Provide CLIN number, Total for CLIN, and Grand Total.

F.3 CONTRACTING OFFICER (CO)

The CO has overall responsibility for administering the contract. The CO shall perform all contract administration. The name and contact information of the CO is:

AGENCY DEPARTMENT

XXX

Contracting Officer

Phone: XXX-XXX-XXXX

E-mail: XXX@

F.4 CONTRACTING OFFICER REPRESENTATIVE (COR)

The CO will appoint a COR in writing for this task order. The Government COR will receive, for the Government; all work called for by the task order and will represent the CO in the technical phases of the work. The COR will provide no supervisory or instructional assistance to Contractor personnel.

The COR provides technical review of deliverables, invoice servicing and facilitating payment. The name and contact information of the COR is:

AGENCY X
COR Name
Contracting Officer's Representative
Phone: XXXXX
E-mail: COR Email

F.5 GOVERNMENT PROGRAM MANAGER

The Government Program Manager provides central technical oversight, management and coordination regarding the program.

The name and contact information of the Government Program Manager is:

SECTION G: SPECIAL CONTRACT CONDITIONS

G.1 GOVERNMENT FURNISHED ITEMS

G.1.1 Government Furnished Space

The Government will NOT provide on-site office facilities to the contractor

G.1.2 Government Furnished Equipment (GFE)

The Government will provide as necessary, government laptop and entrance badge for off-site work and on-site meetings. etc. The laptop will be used for off-site work, as required. All GFE is provided for and shall be to support performance of official Government business.

G.2 SECURITY REQUIREMENTS/CLEARANCES

For any Contractor personnel performing work under this SOW who shall require access to Government IT applications, systems, or data, the Contractor(s) shall comply with the Homeland Security Presidential Directive-12 (HSPD-12) security clearance process. Vendor proposed personnel must have Moderate Risk Background Investigation (MBI) or current Federal Security Clearance (secret/top secret) which would exceed the MBI by the RFQ Response Date and provide a statement which indicates background investigation status/clearance of all proposed personnel. The Contracting Officer or COR retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to Task Orders, clearly conflict with the interest of the Government. The COR is responsible for tracking the HSPD-12 credentials for Contractor personnel on this contract.

G.3 QUALIFICATIONS

Required qualifications:

All proposed personnel – Must possess the following:

- Attention to Detail – Is thorough when performing work and conscientious about attending to detail.
- Customer Service – Works with clients and customers (that is, any individuals who use or receive the services or products that your work unit produces, including the general public,

individuals who work in the agency, other agencies, or organizations outside the Government) to assess their needs, provide information or assistance, resolve their problems, or satisfy their expectations; knows about available products and services; is committed to providing quality products and services.

- Oral Communication and Presentation Skills – Shares information (for example, ideas or facts) with individuals or groups effectively, taking into account the audience and nature of the information (for example, technical, sensitive, controversial); makes clear and convincing oral presentations; listens to others, attends to nonverbal cues, and responds appropriately.
- Teamwork – Experience working well as part of a team.
- Problem Solving – Identifies problems; determines accuracy and relevance of information; uses sound judgment to generate and evaluate alternatives, and to make recommendations.
- Flexibility – Able to quickly hit the ground running, prioritize and manage multiple tasks and projects in a dynamic environment, while delivering on expectations.

G.3.1 PROJECT MANAGER-SENIOR

- Ten or more years of relevant experience in management within program offices
- 5 years of relevant experience in IT

G.4 CONFLICT OF INTEREST ACKNOWLEDGEMENT AND NONDISCLOSURE AGREEMENT

Due to the nature of the tasks to be performed under this order, a Nondisclosure Agreement will be signed by each person (generally at the first meeting) to be employed on this effort prior to that person commencing work.

G.5 KEY PERSONNEL

The Contractor shall assign and identify the following key personnel who will provide management, administrative, and technical interface with Government personnel in the day-to-day performance of the task order. An important element of this requirement is the ability for the Contractor to provide expertise as needed:

Senior Program Manager

All other positions are non-Key personnel.

G.5.1 REPLACEMENT OF KEY PERSONNEL

Any individual assigned to this labor category (i.e. Project Manager Senior, Senior Data Analyst) shall be designated as key personnel upon ordering of services and will require approval of the position to the project by the Contracting Officer (CO):

- Key Personnel substitutions should be accompanied by convincing assurances that the Contractor has proposed a replacement individual whose qualifications meet or exceed those of the previous individual in that labor category and position. They are not compared with the original contract/task order requirements.

- Key personnel are designated key because they are deemed crucial to the mission and overall success of the program. Key personnel substitutions are therefore scrutinized with higher rigor than perhaps, non-key personnel on a contract. Requests for replacement shall also include a detailed resume containing a description of position duties and qualifications, information about the qualifications of the individual(s) proposed, and any additional information requested by the CO in sufficient detail to permit the CO to evaluate the impact on the work the Contractor is obligated to perform hereunder.
- Replacement of key personnel can be disruptive and interfere with the Government's ability to accomplish the efforts in a timely manner. The potential impacts of a key personnel replacement can sideline the mission and impact the goals of the affected Program Office for a substantial amount of time.
- The Contractor shall not remove or replace any personnel designated as key personnel for this task order, without the written concurrence of the CO.
- Prior to utilizing other than personnel specified in quotes in response to this RFQ, the Contractor shall notify the COR. This notification shall be no later than fifteen (15) calendar days in advance of any proposed substitution, and shall include justification, including resume(s) and labor category of each proposed substitution(s) in sufficient detail to permit evaluation of the impact on task order performance (what are the circumstances surround the individual's departure, give a reason why you believe it is in the Government's best interest to accept such a change, and how can the Government expect to maintain continuity in the efforts that are ongoing at present, considering the retraining and re-familiarization with our organization and assigned tasks that inevitably has to happen with the introduction of any new individual).
- Keep in mind that if the CO and COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the task order, the Contractor may be subject to default action as prescribed by FAR 52.212-4 Alt I.

All personnel (key and non-key) are subject to the following:

- The contractor shall provide staff to ensure all work is performed on schedule and by following best commercial practices.
- The Contractor may move around the personnel to different roles/responsibilities, if necessary, upon the COR's approval.
- The list of key personnel set forth may be amended from time to time during the course of the Task Order to either add or delete personnel, as appropriate.

G.6 SENSITIVE INFORMATION STORAGE

Sensitive but Unclassified (SBU) information, data, and/or equipment will only be disclosed to authorized personnel on a need-to-know basis. The Contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment will be returned to Government control, destroyed, or held until otherwise directed. Destruction of items shall be accomplished by tearing into small

parts, burning, shredding, or any other method that precludes the reconstruction of the material. All sensitive information contained on Contractor computers shall be either degaussed or shall use the Department of Defense method of a three time overwrite of the sensitive data.

The disposition of all data will be at the written direction of the COR, this may include documents returned to Government control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand carried or sent by certified mail to the COR.

G.7 PROTECTION OF INFORMATION

The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this task order. The Contractor shall also protect all Government data, equipment, etc. by treating the information as sensitive. All information about the systems gathered or created under this task order should be considered as SBU information. It is anticipated that this information will be gathered, created, and stored within the primary work location. If Contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their proprietary data and/or company trade secrets. The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

The Government will retain unrestricted rights to Government data. The ordering activity retains ownership of any user created/loaded data and applications hosted on vendor's infrastructure, as well as maintains the right to request full copies of these at any time.

The data must be available to the Government upon request within one business day or within the timeframe specified otherwise and shall not be used for any other purpose other than that specified herein. The Contractor shall provide requested data at no additional cost to the government.

No data shall be released by the Contractor without the consent of the Government in writing. All requests for release must be submitted in writing to the COR/CO.

G.8 CONFIDENTIALITY AND NONDISCLOSURE

The preliminary and final deliverables and all associated working papers and other material deemed relevant by the agency that have been generated by the Contractor in the performance of this task order, are the property of the U.S. Government and must be submitted to the COR at the conclusion of the task order.

All documents produced for this project are the property of the U.S. Government and cannot be reproduced or retained by the Contractor. All appropriate project documentation will be given to the agency during and at the end of this task order. The Contractor shall not release any information without the written consent of the Contracting Officer.

Personnel working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.

G.9 SECTION 508 COMPLIANCE REQUIREMENTS

No hardware, software, firmware nor development of such shall be purchased under this agreement. There are no specific Section 508 Compliance Requirements.

G.10 GENERAL COMPLIANCE REQUIREMENTS

"AGENCY X" information systems are the property of the Government. The Contractor shall be responsible for adhering to all aspects of the Privacy Act and is prohibited from removing from the worksite any programs, documentation, or data without the knowledge AND written approval of the COR. The Contractor and Subcontractors must insert the substance of this section in all subcontracts.

G.11 SAFEGUARDING SENSITIVE DATA AND IT RESOURCES

The following language is included in this solicitation and the resultant task order, as this procurement may require Contractors access to sensitive data or use IT resources. In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and IT resources, including awardees, Contractors, Subcontractors, lessors, suppliers and manufacturers.

SECTION H: CLAUSES AND PROVISIONS

NOTE: The contract clauses of this contract is applicable to any subsequent task order and is hereby incorporated by reference. In addition, the following applies:

H.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This task order incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request the CO will make their full text available. Also, the full text of a provision may be accessed electronically at the FAR website:

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

CLAUSE NO	TITLE	DATE
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	(JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	(JUL 2013)
52.212-4 ALT I	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS	(MAY 2015)
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR QUOTE REQUIREMENTS—COMMERCIAL ITEM ACQUISITION	(FEB 2007)
52.219-14	LIMITATIONS ON SUBCONTRACTING	(NOV 2011)
52.219-28	POST AWARD SMALL BUSINESS PROGRAM SIZE REREPRESENTATION	(JUL 2013)
52.224-1	PRIVACY ACT NOTIFICATION	(APR 1984)
52.224-2	PRIVACY ACT	(APR 1984)
52.227-14	RIGHTS IN DATA - GENERAL	(MAY 2014)
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS	(DEC 2013)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	(AUG 1996)
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	(AUG 1996)

52.246-25	LIMITATION OF LIABILITY - SERVICES	(FEB 1997)
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H.2 FAR CLAUSES INCORPORATED BY FULL TEXT

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(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 account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.217-4 Evaluation of Options Exercised at Time of Contract Award (June 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

52.217-5 Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.217-7 Option for Increased Quantity—Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 24 hours. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

Note: The base period is funded at Task Order award. Option Year 1, and 2, will be funded at the time of option exercise.

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before contract expiration.

Note: If needed, the Government intends to exercise the option or options under FAR 52.217-8 without further competition or need for justification for other than full or open competition or limited source justification or sole source justification. For the purposes of evaluation, the potential need to exercise the option under FAR 52.217-8 to extend the period of contract performance for the maximum period of six (6) months beyond the last option period will be considered the same for all offerors. In considering the price of the base period and any option periods, the Government will consider that if the extension of service clause (FAR 52.217-8) is exercised, it will be on the exact same rates and terms, other than length of performance, as the base or option period being extended.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another Contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-

site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

Note: FAR clauses 52.237-3 and 52.217-8 (above), if exercised, will increase the time noted in 52.217-9(c).

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The Government has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds the Government's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

H.4 PERSONNEL REQUIREMENTS

The Contractor shall provide staff to ensure all work is performed on schedule in accordance with the PWS. All staff interfacing with Government clients (federal, state, county, local and Native Sovereign Nation (NSN) shall be fluent in the English language both verbal and written.

H.5 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve changes in any of the requirements of the Task Order.

H.6 ORGANIZATIONAL CONFLICT OF INTEREST

H.6.1 PURPOSE

The purpose of this clause is to protect the integrity of the procurement by ensuring that a Contractor does not obtain any unfair competitive advantage over other parties by its performance under this task order and is not able to manipulate a competition for a Government contract or task order to its favor.

H.6.2 SCOPE

The restrictions described herein apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, co-sponsor, participant in a joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both. Further, the Contractor may be required to describe to the Government how it will comply with the following limitations.

H.6.3 ACCESS TO AND USE OF INFORMATION

If the Contractor, in the performance of this task order, obtains access to information, such as "AGENCY X" or Contractor plans, policies, reports, studies, financial plans, internal data protected by

the Privacy Act of 1974 (5 U.S.C. 552a), or proprietary data which has not been released or otherwise made available to the public, the Contractor agrees that it may not (without prior written approval of the contracting officer):

- i Use such information for any private purpose including but not limited to consulting services, advisory services, or responses to fair opportunity task order processes unless the information has been released or otherwise made available to the public;
- ii Compete for work for any Federal agency based on such information for a period of one (1) year after AGENCY X closes out the task order with the Contractor;
- iii Submit an unsolicited quote to any Federal agency which is based on such information until one (1) year after such information is released or otherwise made available to the public; and
- iv Release such information unless such information has been previously released or otherwise made available to the public by AGENCY X

In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or to privileged technical, business, or financial information under this task order, it may be required to treat such information in accordance with any restrictions imposed on such information. The Contractor may use technical data it first produces under this task order for its private purposes consistent with the rights in data clause included in its GSA Schedule contract, the security clauses of this task order and any relevant clauses included in a resulting task order.

See FAR Part 9.5 for more information on Organizational Conflicts of Interest.

H.6.4 DISQUALIFICATIONS

AGENCY X has identified the following situations that will likely disqualify a Contractor from receiving an award under this or future task order due to an Organizational Conflict of Interest. The Contractor receiving a task order award will likely be considered to have a conflict of interest that cannot be mitigated if it has:

- Substantially participated in the development of requirements or solicitations released by "AGENCY X" and its contracting office.
- Has other knowledge that would give the Contractor an unfair advantage in a related acquisition.
- Prospective bidders must sign a non-compete agreement (which covers any anticipated security reviews, see Section J, attachments, for a copy of the agreement), and return the signed non-compete agreement with any quote/proposal submitted under this solicitation.

H.6.5 MITIGATION

"AGENCY X" will review any mitigation plan submitted to determine whether the plan fully and adequately addresses the potential Organizational Conflict of Interest concern in regards to this task.

An Offeror with a perceived Organizational Conflict of Interest *other than acquisition requirement support* may be eligible for award with the appropriate mitigation plan. However, it would be advantageous for the Contractor to:

- Avoid assisting "AGENCY X" with writing of requirements and or solicitations in which the Contractor may have an interest in participating.

- Avoid leakage of information from participants on this task order to proposal teams in the company, or to management, who might inadvertently transmit information to proposal teams in the company.

SECTION I: ATTACHMENTS

None

Section K: Representations, Certifications and Other Statements of Offerors

I.1 NAICS

The NAICS for this acquisition is: 541519 Other Computer Related Services

I.2 REPRESENTATIONS AND CERTIFICATIONS /SYSTEM FOR AWARD MANAGEMENT (SAM)

Contractors shall use the SAM electronic systems for the submission of Representations and Certifications <https://www.sam.gov/> .

Dun and Bradstreet Number (DUNS) and Tax Identification Number (TIN) shall be provided in the proposal.

SECTION J: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

J.1 SUBMISSION OF QUESTIONS

The Contracting Officer shall be the sole point of contact for answering questions regarding the RFQ.

In posing questions, the offeror must cite the relevant section, paragraph, and page number. Questions should be written in a way that enables clear understanding of the Offeror issues or concerns. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will not receive a response. Further, Offeror is reminded that the Contracting Officer will not address hypothetical questions aimed at receiving a potential "evaluation decision."

J.2 SUBMISSION OF PROPOSAL

Proposal shall be submitted in electronic format compatible with Adobe PDF or Microsoft Word 2010, Microsoft Excel 2010, or Adobe PDF formats.

Offerors who include in their proposals data they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall –

Mark the title page with the following legend:

- "This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a task order is awarded to this Offeror as a result of--or in connection with--the submission of this data, and the Government incorporates the proposal as part of the award, the Government shall have the right to duplicate, use, or disclose the data. Also, this restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets (insert numbers or other identification of sheets)"; and

Mark each sheet of data it wishes to restrict with the following legend:

- "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 USC. 551).

This procurement is conducted under the procedures of FAR Subpart 16.5.

J.2.1 VOLUME A - SERVICES AND PRICES

The Offerer shall provide one Section B, Page 3 and 4 with prices completed . These pages shall be returned in the same format as the document and unaltered.

The Offerer shall prepare one summary price schedule (Volume A) in a format compatible with Microsoft Word 2010, Microsoft Excel 2010, or Adobe PDF, which provides the price to be charged for each item in Section B.

Include pricing for the contract period of performance one (1) XX (X) month base period and two (2) twelve (12) month option periods.

Proposed labor should follow the matrix template in Section B.2.

There is no page limit for the Price Volume.

J.2.2 PRICE SUPPORTING DOCUMENTATION

The information requested in the proposal is required to enable the Government to perform price analysis and ultimately to enable the Government and the Contractor to negotiate fair and reasonable prices. The Offerer is required to provide back-up documentation for each CLIN.

J.3 VOLUME B - SUBMISSION OF TECHNICAL SOLUTION

Factor 1 – Technical Approach at a minimum, the proposal must convey a thorough demonstration and understanding of work contained in this RFQ to accomplish all aspects of the Program.

The Technical Approach Factor is **Not to Exceed 10 pages**

Management Approach - The Offeror's Program Management approach shall identify the various management approaches utilized to address the objectives in the RFQ. Describe Staffing and Security, Personnel Resumes, relevant knowledge and experience, Customer Engagement, Key Personnel, Roles and Responsibilities, and availability of personnel in accordance with the instructions contained in the solicitation

The overall Management Approach shall be based on the following sub-factors:

- Proposed Staffing Plan - Project Staffing Plan with Table: The offeror shall provide a Project Staffing Plan, in the format given in attachment B, Section J. The offeror will submit the proposed Project Staffing Plan which addresses the requirements contained in the RFQ (Security, Key and non-key Personnel as applicable, Relevant Knowledge and Experience, Roles and Responsibilities, and immediate availability of personnel will be indicated) to ensure that personnel are available, acceptable, and suited to the work contained in the RFQ. The submission shall contain all individuals who will be working on this effort.
- Personnel Resumes/Experience: Resumes shall be submitted for all Key personnel proposed and shall clearly demonstrate that the offeror has the necessary personnel with the requisite knowledge, skills and experience to perform the required work in Section C of this RFQ, aligning with Section H.3 of this RFQ. Resumes will be reviewed for previous experience. Indicate the length of time that key personnel have been involved in similar projects. Indicate availability of proposed Key Personnel
- Qualifications in the form of certifications, training, education and experience, and availability of proposed non-Key Personnel shall be submitted for all non-Key positions.
- Security Certifications will be annotated for all personnel proposed, aligning with Section H.2 of this RFQ.
- Factor 2 – The Management Approach Factor is **Not to Exceed 5 pages**

A comprehensive Nondisclosure Agreement (NDA) will be required of each individual performing under this Task Order at the Government's location. The NDA will be signed before commencement of work under this Task Order.

Past Performance: The Offerors shall provide information for relevant project performance within the past two (2) years on a minimum of two (2) contracts or delivery/task orders, similar in size, scale, scope, and nature to this requirement, and provide references to show how the Offeror has performed similar work. The Offeror's proposal must connect the relevance of past performance on similar projects to this project.

"AGENCY X" reserves the right to contact references for further information regarding the Vendor's performance on listed projects.

Factor 3 – Past Performance Factor is Not to Exceed 2 Pages

SECTION K: EVALUATION FACTORS FOR AWARD

K.1 BASIS FOR AWARD

The Government anticipates awarding a competitive / directed award using FAR 8.4 procedures via Schedule 70.

K.2 PRICE

Price quotes will be evaluated to determine fair market pricing. The following guidance will be used to determine fair market pricing:

- a. Price reasonableness
- b. Prices will be analyzed to determine that the proposed prices are fair, reasonable, and complete in relation to this solicitation.

K.3 TECHNICAL ACCEPTABILITY FACTORS

The Government will evaluate technical proposals based on the factors shown below.

The overall quality of the technical proposal and its ability to best meet the Government's requirements are most important.

The proposal submitted against this solicitation will be evaluated to determine if the business meets the technical acceptability and proposed prices are fair and reasonable.

The following guidance will be used to determine technical acceptability of the Contractor:

- a. Technical adherence to the solicitation via three factors:
 - Factor 1 – Technical Approach: The Technical Approach will be evaluated to determine whether the Contractor's proposal aligns with the tasks and deliverables identified in Section C and evaluation sub-factors in Section L.
 - Factor 2 - Management Approach: The Management Approach will be evaluated based on the how well the Contractor's proposed staffing plan and experience of key-personnel align with completing the tasks and deliverables identified in Section C. Resumes submitted will be evaluated on a "meets" or "does not meet" the solicitation requirements, by examining the proposed individual's requisite knowledge, skills and experience to perform the requirements in Section C. the quality of the proposed individual's performance this RFQ, and in projects of similar size and scope to the requirements in Section C. Collectively, the resumes must demonstrate that the Offeror has the personnel to perform the requirements in Section C, in keeping with the evaluation sub-factors in Section L. Non-Key personnel will be evaluated for relevant qualifications. Security Certifications will also be evaluated.
 - Factor 3 - Past Performance: Past Performance profiles will be evaluated for recent performance in projects of similar size and scope to the requirements in Section C.

Past Performance will be evaluated in a “satisfactory,” “not satisfactory manner,” or neither favorable nor unfavorable if there is no past performance history.

The Government reserves the right to use other methods for determining acceptable past performance. If past performance documentation is not available in the Past Performance Information Retrieval System (PPIRS), other sources, such as interviews with Program Managers, Contracting Officers, or other sources may be used.

K.4 BASIS FOR AWARD

The non-price evaluation factors, when taken into consideration with the overall price quote, will be used to determine whether the quote provides the best value to the Government.