

# REQUEST FOR QUOTE (RFQ)

GSC-QF0B-13-32662

## Continuous Diagnostics and Mitigation (CDM), Tools and Continuous Monitoring as a Service (CMaaS)

in support of:

### The U.S. Department of Homeland Security



**Issued to:**

**ALL CONTRACTORS UNDER GSA Schedule 70**

**Open to all Schedule 70 holders**

**The Contractor's Basic GSA Schedule contract is applicable to the BPA that is awarded under this RFQ and any orders issued against it**

**Conducted under FAR 8.4 – Federal Supply Schedules**

**FAR 15 – Contracting By Negotiations procedures are not being used.**

**Issued by:**

**General Services Administration**

**Federal Systems Integration and Management Center (FEDSIM)**

**2100 Crystal Drive**

**Suite 800**

**Arlington, VA 20406**

**December 10, 2012**

**FEDSIM Project Number 12083HSM**

Source Selection Information – See FAR 2.101 and 3.104.

## SECTION 1 - SUPPLIES OR SERVICES AND PRICE/COSTS

### **1.1 ORDER TYPE**

The contractor shall perform the effort required by this Blanket Purchase Agreement (BPA) under order(s) on a Labor Hour (LH) and Firm-Fixed-Price (FFP) basis. The work shall be performed in accordance with all sections of this BPA and the offeror's General Services Administration (GSA) Multiple Award Schedule (MAS), under which the resulting order will be placed. An acronym listing to support this Request for Quote (RFQ) is included in Section 9 - Attachment I.

### **1.2 SERVICES AND PRICES**

Long-distance travel is defined as travel over 50 miles. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

CLIN Contract Line Item Number  
FFP Firm-Fixed-Price  
LH Labor-Hour  
NSP Not Separately Priced  
NTE Not-to-Exceed

SECTION 1 - SUPPLIES OR SERVICES AND PRICE/COSTS

**1.2.1 BASE PERIOD**

**TOOLS CLINs**

Offerors to quote pricing for each tool proposed using the Tool Pricing Template found in Section 9 - Attachment K. Use the appropriate tab for the corresponding year. Pricing is in terms of a license per user, based on the discount tier for the cumulative volume of licenses purchased for all previous Orders awarded to the offeror under this BPA. For purposes of pricing, a user may be an actual person, an addressable device on the network, or a removable device.

<b>CLIN</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Unit Price</b>
0001	Functional Area 1 Products	ea	\$
0002	Functional Area 2 Products	ea	\$
0003	Functional Area 3 Products	ea	\$
0004	Functional Area 4 Products	ea	\$
0005	Ancillary Hardware	ea	\$

**LABOR CLINs**

Offerors to map labor categories to CMaaS labor categories, and provide rates using the CMaaS Labor Category and Rate Pricing Template found in Section 9 - Attachment L. The offeror shall indicate the burdened hourly rates to be charged for each item in the table below rounded to the nearest whole dollar. Use the appropriate tab for the corresponding year.

<b>CLIN</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Hourly Rate</b>
0006	Labor		
		Hour	\$
		Hour	\$
		Hour	\$

**TRAVEL CLIN**

<b>CLIN</b>	<b>Description</b>	
0007	Long Distance Travel	Order dependent

SECTION 1 - SUPPLIES OR SERVICES AND PRICE/COSTS

**1.2.2 OPTION PERIOD 1**

**TOOLS CLINs**

Offerors to quote pricing for each tool proposed using the Tool Pricing Template found in Section 9 - Attachment K. Use the appropriate tab for the corresponding year. Pricing is in terms of a license per user, based on the discount tier for the cumulative volume of licenses purchased for all previous Orders awarded to the offeror under this BPA. For purposes of pricing, a user may be an actual person, an addressable device on the network, or a removable device.

<b>CLIN</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Unit Price</b>
1001	Functional Area 1 Products	ea	\$
1002	Functional Area 2 Products	ea	\$
1003	Functional Area 3 Products	ea	\$
1004	Functional Area 4 Products	ea	\$
1005	Ancillary Hardware	ea	\$

**LABOR CLINs**

Offerors to map labor categories to CMaaS labor categories, and provide rates using the CMaaS Labor Category and Rate Pricing Template found in Section 9 - Attachment L. The offeror shall indicate the burdened hourly rates to be charged for each item in the table below rounded to the nearest whole dollar. Use the appropriate tab for the corresponding year.

<b>CLIN</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Hourly Rate</b>
1006	Labor		
		Hour	\$
		Hour	\$
		Hour	\$

**TRAVEL CLIN**

<b>CLIN</b>	<b>Description</b>	
1007	Long Distance Travel	Order dependent

SECTION 1 - SUPPLIES OR SERVICES AND PRICE/COSTS

**1.2.3 OPTION PERIOD 2**

**TOOLS CLINs**

Offerors to quote pricing for each tool proposed using the Tool Pricing Template found in Section 9 - Attachment K. Use the appropriate tab for the corresponding year. Pricing is in terms of a license per user, based on the discount tier for the cumulative volume of licenses purchased for all previous Orders awarded to the offeror under this BPA. For purposes of pricing, a user may be an actual person, an addressable device on the network, or a removable device.

<b>CLIN</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Unit Price</b>
2001	Functional Area 1 Products	ea	\$
2002	Functional Area 2 Products	ea	\$
2003	Functional Area 3 Products	ea	\$
2004	Functional Area 4 Products	ea	\$
2005	Ancillary Hardware	ea	\$

**LABOR CLINs**

Offerors to map labor categories to CMaaS labor categories, and provide rates using the CMaaS Labor Category and Rate Pricing Template found in Section 9 - Attachment L. The offeror shall indicate the burdened hourly rates to be charged for each item in the table below rounded to the nearest whole dollar. Use the appropriate tab for the corresponding year.

<b>CLIN</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Hourly Rate</b>
2006	Labor		
		Hour	\$
		Hour	\$
		Hour	\$

**TRAVEL CLIN**

<b>CLIN</b>	<b>Description</b>	
2007	Long Distance Travel	Order dependent

**1.2.4 OPTION PERIOD 3**

**TOOLS CLINs**

Offerors to quote pricing for each tool proposed using the Tool Pricing Template found in Section 9 - Attachment K. Use the appropriate tab for the corresponding year. Pricing is in terms of a license per user, based on the discount tier for the cumulative volume of licenses purchased for all previous Orders awarded to the offeror under this BPA. For purposes of pricing, a user may be an actual person, an addressable device on the network, or a removable device.

<b>CLIN</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Unit Price</b>
3001	Functional Area 1 Products	ea	\$
3002	Functional Area 2 Products	ea	\$
3003	Functional Area 3 Products	ea	\$
3004	Functional Area 4 Products	ea	\$
3005	Ancillary Hardware	ea	\$

**LABOR CLINs**

Offerors to map labor categories to CMaaS labor categories, and provide rates using the CMaaS Labor Category and Rate Pricing Template found in Section 9 - Attachment L. The offeror shall indicate the burdened hourly rates to be charged for each item in the table below rounded to the nearest whole dollar. Use the appropriate tab for the corresponding year.

<b>CLIN</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Hourly Rate</b>
3006	Labor		
		Hour	\$
		Hour	\$
		Hour	\$

**TRAVEL CLIN**

<b>CLIN</b>	<b>Description</b>	
3007	Long Distance Travel	Order dependent

SECTION 1 - SUPPLIES OR SERVICES AND PRICE/COSTS

**1.2.5 OPTION PERIOD 4**

**TOOLS CLINs**

Offerors to quote pricing for each tool proposed using the Tool Pricing Template found in Section 9 - Attachment K. Use the appropriate tab for the corresponding year. Pricing is in terms of a license per user, based on the discount tier for the cumulative volume of licenses purchased for all previous Orders awarded to the offeror under this BPA. For purposes of pricing, a user may be an actual person, an addressable device on the network, or a removable device.

<b>CLIN</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Unit Price</b>
4001	Functional Area 1 Products	ea	\$
4002	Functional Area 2 Products	ea	\$
4003	Functional Area 3 Products	ea	\$
4004	Functional Area 4 Products	ea	\$
4005	Ancillary Hardware	ea	\$

**LABOR CLINs**

Offerors to map labor categories to CMaaS labor categories, and provide rates using the CMaaS Labor Category and Rate Pricing Template found in Section 9 - Attachment L. The offeror shall indicate the burdened hourly rates to be charged for each item in the table below rounded to the nearest whole dollar. Use the appropriate tab for the corresponding year.

<b>CLIN</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Hourly Rate</b>
4006	Labor		
		Hour	\$
		Hour	\$
		Hour	\$

**TRAVEL CLIN**

<b>CLIN</b>	<b>Description</b>	
4007	Long Distance Travel	Order dependent

### **1.3 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION**

FFP orders must be fully funded upon award. For non-FFP orders, however, the Government, at its discretion, reserves the right to incrementally fund any LH order issued under this BPA. If an order is incrementally funded, it shall specify the total amount of the order, the amount obligated, the estimated performance period based on the amount of obligated funds, and a statement that the contractor is not required to perform work nor is the Government obligated to reimburse the contractor for work performed in excess of the amount obligated.

### **1.4 AVAILABILITY OF FUNDS**

Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the BPA or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available and until there is written notice to the contractor from the Contracting Officer.

### **1.5 ESTIMATED PRICES**

The aggregate sum of all orders awarded under this BPA (the overall estimated value of this BPA) is \$6.0 Billion over a five-year period of performance (assuming all option periods are exercised).

#### **1.5.1 ACQUISITION, CONTRACTING, AND TECHNICAL (ACT) FEE**

The cost of awarding, administering, and managing this BPA is included in the prices delineated in Section 1 – Supplies or Services and Price/Costs of this BPA. The Acquisition, Contracting, and Technical (ACT) fee for this Continuous Diagnostics and Mitigation (CDM) Tools and Continuous Monitoring as a Service (CMaaS) BPA is 2%. This ACT fee is in addition to the Industrial Funding Fee (IFF). Contractors shall include this fee for Tool user licenses and CMaaS labor rate price quotes. Please note the ACT fee does not apply to orders issued by GSA FEDSIM.

Remittance of the ACT fee shall be made by the contractor on a United States Government fiscal year (FY), quarterly basis (e.g., October – December, January – March, April – June, July – September) or as otherwise requested by the BPA Contracting Officer (BPA CO). The contractor shall electronically submit a Report of Sales to the BPA CO, using the format in Section 9 – Attachment M, within 15 days following the completion of the quarterly reporting period, or as requested by the BPA CO. Negative reports are required. The BPA CO will provide written approval of each report, as well as a request to remit ACT fees.

ACT fees that have not been paid within 30 calendar days of report approval by the BPA CO shall be considered a debt to the United States Government under the terms of FAR 32.6 Contract Debts. The Government may exercise all its rights under the BPA, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Failure of the contractor to pay the ACT fee in a timely manner may result in termination of the BPA.



**1.5.2 CUMULATIVE VOLUME DISCOUNTS FOR TOOLS**

For each tool quoted in the contractor's completed tool price sheet (Section 9 – Attachment K), the contractor shall offer a discounted price off of the GSA Schedule 70 price for each of the bands outlined in Attachment K. To quote orders under this BPA, the contractor shall use the discount band equal to the total (cumulative) volume of user license purchases awarded to the contractor in previous orders under this BPA. For purposes of calculating the volume of user software licenses, a "user" may be an actual person or an addressable or removable device on the system network.

**1.5.3 ADDITIONAL DISCOUNTS**

In response to individual order RFQs issued under this BPA, the contractor may (but is not required to) quote additional discounts from the cumulative discounts in Section 1.5.2.

**1.6 FFP "AS A SERVICE" PRICING IN ORDERS**

It is the Government's intent to implement "as a service" pricing for some orders when appropriate to the Government's requirements. This will be one or more FFP CLINs that will bundle software, ancillary hardware, and services requirements for a defined contract period into one FFP price. The contractor shall then propose one FFP based on hardware, tools, and services as available on contractor's IT Schedule 70 and this BPA. If required, details instructing the contractor to provide pricing for these CLINs will be in the order.

## **2.1 BACKGROUND**

The Department of Homeland Security (DHS) has responsibility for overseeing and assisting Government-wide and agency-specific efforts to provide adequate, risk-based, and cost-effective cybersecurity, per Office of Management and Budget (OMB) Memorandum 10-28.

The cyber landscape in which Federal agencies operate is a constantly changing and dynamic environment. Threats to the nation's information security continue to evolve, and government leaders have recognized the need for a modified approach in protecting our cyber infrastructure. The new approach moves away from historical compliance reporting toward combating threats to our nation's networks on a real time basis. The tools and services delivered through the Continuous Diagnostics and Mitigation (CDM, also known as Continuous Monitoring) program will provide Federal agencies, and state and local governments, with the ability to enhance/automate their existing continuous network monitoring capabilities, correlate and analyze critical security-related information, and enhance risk-based decision making at the agency and Federal enterprise level. Information obtained from the automated monitoring tools will allow for the correlation and analysis of security-related information across the Federal enterprise.

### **2.1.1 PURPOSE**

DHS has been given the authority, and funding for the CDM program to strengthen the cybersecurity posture of the Federal civilian “.gov” networks. By centrally managing and funding this program, DHS will be able to ensure that the approach to continuous monitoring (CM) is consistent, meets minimum critical requirements, and leverages centralized acquisition to improve the speed of procurement, and achieve significant discounts by consolidating like Federal requirements into “buying groups.” This initiative is also in direct support of the Administration’s Cross-Agency Priority (CAP) goal for implementing continuous monitoring across the Federal networks.

While the scope of the program is primarily for civilian “.gov” networks, DHS anticipates use of this BPA by any Federal entity, including Department of Defense (DoD), “.mil” networks, further enhancing the value to the Government of this acquisition.

Finally, in its overall cyber-defense role, DHS has the strategic goal of making the CDM tools and CMaaS available for use by state, local, tribal, and territorial governments. This BPA, through the Cooperative Purchasing Program (CPP), will allow these local entities to benefit from the same consistency, pricing, and speed of procurement for CDM as will be available to Federal entities under this acquisition.

### **2.1.2 AGENCY MISSION**

DHS has a mission to safeguard and secure cyberspace in an environment where the cyber attack threat is continuously growing and evolving. This acquisition will provide DHS with specialized information technology (IT) services and tools to implement DHS’ CDM program. This program seeks to defend Federal IT networks from cybersecurity threats by providing continuous monitoring sensors (tools), diagnosis, mitigation tools, and CMaaS to strengthen the security posture of Government networks.

## **2.2 SCOPE**

This acquisition will provide DHS, Federal Government departments / agencies, and state, local, tribal and territorial governments with specialized information technology (IT) services and tools to implement DHS' Continuous Diagnostic and Mitigation (CDM) program. The CDM program seeks to defend Federal and other government IT networks from cyber-security threats by providing continuous monitoring sensors (tools), diagnosis, mitigation tools and Continuous Monitoring as a Service (CMaaS) to strengthen the security posture of Government networks.

Within the scope of the CDM Tools and CMaaS BPA, the contractor shall provide tools and services required by ordering agencies to implement an effective CDM program.

The scope for Tools includes the 15 tool functional areas, as well as providing ancillary hardware as listed in Section 2.2.1.

The scope for CMaaS includes the task areas listed in Section 2.2.2.

For this BPA, the Government uses the term “as a service” within the acronym “CMaaS” to represent the IT professional services required to implement, maintain, and operate CM tools. At the order level, there are two options: Tools and services may be purchased individually or “as a service.” However, for the purpose of price evaluation and award of this BPA, the pricing requested is traditional FFP for tools and LH for services. Therefore, this BPA uses the term “CMaaS” to represent all CM IT services regardless of how they are priced or deployed.

### **2.2.1 SCOPE: TOOLS FUNCTIONAL AREAS**

The contractor shall offer tools to perform in the functional areas below, as required to support requirements of individual orders under this BPA.

#### **2.2.1.1 TOOL FUNCTIONAL AREA 1 - HARDWARE ASSET MANAGEMENT**

The Hardware Asset Management (HWAM) Function is to discover unauthorized or unmanaged hardware on a network. Once unauthorized or unmanaged hardware is discovered by the contractor's provided tool(s), the agency will take action to remove this hardware. Since unauthorized hardware is unmanaged, it is likely vulnerable and will be exploited as a pivot to other assets if not removed or managed.

#### **2.2.1.2 TOOL FUNCTIONAL AREA 2 - SOFTWARE ASSET MANGEMENT**

The Software Asset Management (SWAM) Function is to discover unauthorized or unmanaged software configuration items (SWCI) in IT assets on a network. Once unauthorized or unmanaged SWCI are discovered by the contractor's provided tool(s), the agency will take action to remove these SWCI. Because unauthorized software is unmanaged, it is probably vulnerable to being exploited as a pivot to other IT assets if not removed or managed. In addition, a complete, accurate, and timely software inventory is essential to support awareness and effective control of software vulnerabilities and security configuration settings; malware often exploits vulnerabilities to gain unauthorized access to and tamper with software and configuration settings to propagate itself throughout the enterprise.

### **2.2.1.3 TOOL FUNCTIONAL AREA 3 - CONFIGURATION MANAGEMENT**

The Configuration Management (CM) Function is to reduce misconfiguration of IT assets, including misconfigurations of hardware devices (to include physical, virtual, and operating system) and software. Over 80% of known vulnerabilities are attributed to misconfiguration and missing patches. Cyber adversaries often use automated computer attack programs to search for and exploit IT assets with misconfigurations, especially for assets supporting Federal agencies, and then pivot to attack other assets.

### **2.2.1.4 TOOL FUNCTIONAL AREA 4 – VULNERABILITY MANAGEMENT**

The Vulnerability Management (VUL) Function is to discover and support remediation of vulnerabilities in IT assets on a network. Vulnerability management is the management of risks presented by known software weaknesses that are subject to exploitation. The vulnerability management function ensures that mistakes and deficiencies are identified. Once the contractor provided tool(s) identify these mistakes and deficiencies, the agency will take action to remove or remediate these from operational systems so that they can no longer be exploited. (An information security vulnerability is a deficiency in software that can be directly used by a hacker to gain access to a system or network.).

### **2.2.1.5 TOOL FUNCTIONAL AREA 5 – MANAGE NETWORK ACCESS CONTROLS**

The Manage Network Access Controls (NAC) Function is to prevent, and allow the agency to remove and limit, unauthorized network connections/access to prevent attackers from exploiting internal and external network boundaries and then pivoting to gain deeper network access and/or capture network resident data in motion or at rest. Boundaries include firewalls as well as encryption (virtual private networks). Additionally, the function will prevent, remove, and limit unauthorized physical access.

### **2.2.1.6 TOOL FUNCTIONAL AREA 6 – MANAGE TRUST IN PEOPLE GRANTED ACCESS**

The Manage Trust in People Granted Access (TRU) Function is to prevent insider attacks by carefully screening new and existing persons granted access for evidence that access might be abused. The Manage Trust in People Granted Access capability informs the Manage Account Access (Section 2.2.1.9) capability by providing background information and potential risk, or compromise, factors. These factors are used to determine if someone should be granted access, under the Manage Account Access capability, to certain resources (e.g., sensitive data).

### **2.2.1.7 TOOL FUNCTIONAL AREAS 7 – MANAGE SECURITY RELATED BEHAVIOR**

The Manage Security Related Behavior (BEH) Function is to prevent general users from taking unnecessary risks to prevent attackers from exploiting network and application users via social engineering scams. BEH prevents users with elevated privileges and special security roles from taking unnecessary risks to prevent attackers from exploring poor engineering and/or remediation. The Manage Security Related Behavior capability addresses the behavior of someone who has been granted access to information technology devices and systems. Information from this capability feeds into the Manage Trust in People Granted Access

capability (Section 2.2.1.6) where determinations will be made about someone's suitability for continued access based, in part, on their behavior.

**2.2.1.8 TOOLS FUNCTIONAL AREA 8 – MANAGE CREDENTIALS AND AUTHENTICATION**

The Manage Credentials and Authentication (MCA) Function is to prevent a) the binding of credentials to or b) the use of credentials by other than the rightful owner (person or service) by careful management of credentials, preventing attackers from using hijacked credentials to gain unauthorized control of resources, especially administrative rights. The MCA capability ensures that account credentials are assigned to, and used by, authorized people. This capability will rely on the results of the Manage Account Access capability (Section 2.2.1.9) to ensure that only trusted people receive credentials. This covers credentials for physical and logistical access.

**2.2.1.9 TOOLS FUNCTIONAL AREA 9 – MANAGE ACCOUNT ACCESS**

The Manage Account Access (MAA) Function is to prevent access beyond what is needed to meet business mission by limiting account access and eliminating unneeded accounts to prevent attackers from gaining unauthorized access to sensitive data. The Manage Account Access capability will assign access to computing resources based, in part, on their level of trustworthiness (as determined in Functional Area 6, Section 2.2.1.6).

**2.2.1.10 TOOLS FUNCTIONAL AREA 10 – PREPARE FOR CONTINGENCIES AND INCIDENTS**

The Prepare for Contingencies and Incidents (CP) Function is to prevent loss of confidentiality, integrity, and/or availability by being prepared for unanticipated events and/or attacks that might require recovery and/or special responses, preventing attacker's compromises from being effective by adequate recovery as needed, and natural events from causing permanent loss by adequate preparation as needed.

**2.2.1.11 TOOLS FUNCTIONAL AREA 11 – RESPOND TO CONTINGENCIES AND INCIDENTS**

The Respond to Contingencies and Incidents (INC) Function is to prevent repeat of previous attacks and limit the impact of ongoing attacks by using forensic analysis, audit information, etc. to a) appropriately respond to end ongoing attacks and to b) identify ways to prevent recurrence to prevent attackers from maintaining ongoing attacks and exploiting weaknesses already targeted by others.

**2.2.1.12 TOOLS FUNCTIONAL AREA 12 – DESIGN AND BUILD IN REQUIREMENTS POLICY AND PLANNING**

The Design and Build in Requirements Policy and Planning (POL) Function is to prevent exploitation of the system by consciously designing the system to minimize weaknesses and building the system to meet that standard in order to reduce the attack surface and increase the effort required to reach the parts of the system that remain vulnerable. The Design and Built in - Requirements, Policy, and Planning capability includes software assurance best practices to ensure that security is built into the System Development Lifecycle. This capability addresses

how to avoid or remove weaknesses and vulnerabilities before the system is released into production caused by poor design and insecure coding practices.

**2.2.1.13 TOOLS FUNCTIONAL AREA 13 – DESIGN AND BUILD IN QUALITY**

The Design and Build in Quality (QAL) Function is to prevent attackers from exploiting weaknesses by finding and prioritizing weaknesses and fixing the most important weaknesses first. This capability addresses software before it is installed and operational.

**2.2.1.14 TOOLS FUNCTIONAL AREA 14 – MANAGE AUDIT INFORMATION**

The Manage Audit Information (AUD) Function is to prevent persistent attacks and weaknesses by using audit information to identify them and initiate an appropriate response. The function addresses agency efforts to monitor the behavior of employees (for example, downloading pornography, unusual times/volumes of access, etc.). The results of these audits feed into the Manage Trust in People Granted Access (Section 2.2.1.6) capability where determinations will be made about someone’s suitability for continued access based, in part, on their behavior.

**2.2.1.15 TOOLS FUNCTIONAL AREA 15 – MANAGE OPERATION SECURITY**

The Manage Operation Security (OPS) Function is to prevent attackers from exploiting weaknesses by using functional and operational control limits to help senior managers determine when to authorize operation of systems, and when to devote extra attention to reducing risks to prevent attackers from exploiting preventable weaknesses and analyze prior failures to identify and resolve system weaknesses. This activity receives information from the Manage Audit/Information (Section 2.2.1.14) capability to help support leadership decisions to enable improvement of security. It covers information about all operational capabilities and, therefore, does not apply to the creation of a system.

**2.2.1.16 PROVIDE ANCILLARY HARDWARE**

When required by orders under this BPA, the contractor shall provide ancillary IT hardware as needed to support the operation of the contractor’s CDM Tool(s). All ancillary IT hardware must be on the contractor’s GSA Schedule 70 contract or, in the event of a Contractor Teaming Arrangement (CTA), the contract of a teaming partner.

**2.2.2 CMAAS TASK AREAS**

The contractor shall provide functional, strategic, and managerial business consulting and support services in the execution of the overall program missions. Activities to be supported under this BPA by orders are described below:

Unless stated otherwise in the RFQ under this BPA, at the order level, the Government will provide specific requirements regarding the target IT environment for the agency or organization for which CMAaaS is required, in sufficient detail that the provider can determine the number and type of assets for which sensors need to be provided and the frequency of data collection (e.g., asset discovery, vulnerability scanning) required by the requesting organization. Subject to specific order requirements, the baseline number of IT assets may be provided based on a preliminary asset inventory conducted by the Government using its own non-commercial

discovery tool. The order request will also specify any existing sensor tools, dashboards, or other applications or data sources (i.e., already installed and in operation by the requesting organization) that the CMaaS provider must integrate in its proposed solution architecture, as well as any unique security requirements.

#### **2.2.2.1 CMAAS TASK AREA 1 – PROVIDE ORDER PROJECT MANAGEMENT SUPPORT**

The contractor shall provide all necessary personnel, administrative, financial, and managerial resources necessary for the support of order accomplishment. This includes the management and oversight of its performance of the order under the BPA and work performed by contractor personnel, including subcontractors and teaming arrangements/partners, to satisfy the requirements identified in the orders. The contractor shall provide this support in accordance with the terms and requirements of this BPA and the specific requirements of the order.

Examples of support:

- a. Coordinate a Program Kickoff Meeting.
- b. Prepare a Monthly Status Report (MSR) at the BPA and order levels.
- c. Convene technical status meetings.
- d. Prepare project management documentation such as a project management plan (PMP), staffing plan, project schedule, and work breakdown structure (WBS).
- e. Manage contractor personnel assigned to the order.
- f. Prepare trip reports.
- g. Prepare problem notification reports.
- h. Notify the Contracting Officer (CO), the Contracting Officer Representative (COR), and Order Government Technical Point of Contact (TPOC) of any technical, financial, personnel, or general managerial problems encountered throughout the BPA and individual orders.
- i. Develop and deliver detailed project plans for each order.
- j. Evaluate orders under this BPA using Earned Value Management (EVM), where required.

#### **2.2.2.2 CMAAS TASK AREA 2 – CDM ORDER PLANNING**

The contractor shall provide plans describing their proposed approach to implement the specific CDM capabilities required by the order. The contractor shall also participate in and /or facilitate technical design reviews consistent with agency system engineering or development lifecycle (SDLC) requirements. The goal of the Order Planning activity is to demonstrate understanding of the requirements by providing sufficiently detailed plans to ensure successful implementation and operation of the CDM capabilities. The contractor shall provide the following documentation under this sub-activity.

- a. Proposed CMaaS System Implementation Architecture, showing sensors, dashboards, and connectivity.
- b. Draft Security Accreditation package, describing the contractor's plan for implementing required security controls and its security model to prevent cross-propagation of malware across requesting organizations.

- c. Proposed Concept of Operations, describing how the proposed architecture will meet the CMaaS requirements for the agency or community of agencies requesting services.
- d. Plan for Transition to Production Operations from the existing architecture, including integrating existing tools and dashboards, if requested in the request for quote.
- e. Plan for Production Operations, describing how the provider will operate the proposed architecture to meet CDM objectives.
- f. Plan for Governance Support, describing how the provider will assist cooperating agencies to establish and coordinate governance of the CMaaS solution.
- g. Requirements for any Government-Furnished Equipment/Government-Furnished Services on which the provider is relying to meet the CMaaS objectives.
- h. Perform “as is” analysis on agency existing infrastructure to facilitate better CDM program and IT architecture planning.

#### **2.2.2.3 CMAAS TASK AREA 3 – SUPPORT CDM DASHBOARDS**

The contractor shall provide the technical services necessary to install, configure, and maintain the envisioned DHS-provided Base CDM dashboard, any Intermediate (Summary or Object-level) dashboards, or other agency-supplied dashboard or CDM reporting systems, for use by requesting organizations. The CDM dashboard function includes dashboards at different levels of the CDM architecture. These include “Top,” “Intermediate,” and “Base” dashboards, which may be further categorized as “Summary” or “Object-level” (as shown in Section 9 –Attachment O). The contractor shall all perform all appropriate quality assurance and technical testing to ensure the delivered tools perform to the requirements specified in the order.

#### **2.2.2.4 CMAAS TASK AREA 4 – PROVIDE-SPECIFIED TOOLS AND SENSORS**

The contractor shall provide, install and configure a suite of CDM tools (as specified in an order) to perform / support the tool functional areas specified in Section 2.2.1: Hardware Inventory Management, Software Inventory Management, Configuration Setting Management, Vulnerability Management, Network and Physical Access Management, Trust Condition Management, Management of Security Related Behavior, Credentials and Authentication Management, Account Access Management, Contingency and Incident Preparation, Contingency and Incident Response, Design and Build in Requirements, Policy, and Planning, Design and Build in Quality, Operational Audit Information Management, Operational Security Management, and Management of other tools and sensors. If required by an order, these tools may include open source / public license software. In order to perform this task, orders may require the contractor to also provide, install, and configure ancillary IT hardware if needed to support the operation of the provided CDM tools. The contractor shall also perform all appropriate quality assurance and technical testing to ensure the delivered tools perform to the requirements specified in the order.

#### **2.2.2.5 CMAAS TASK AREA 5 – CONFIGURE AND CUSTOMIZE TOOLS AND SENSORS**

The contractor shall, according to the requirements of the requesting organization, customize the sensors and tools to accomplish the objective of assessing, for each capability, any deviations between the desired state of the IT asset and the actual state of the asset. This customization shall include the capability for the requesting agency to (1) record the desired state for authorized



assets, (2) specify its own categories for grouping results, (3) customize scoring algorithms to quantify results, (4) customize grading standards for defect scores, and (5) establish responsibility for maintaining the desired state (and mitigating defects) of each assigned and discovered asset. Customization of software may include requirements to localize tools when required by a task order. The contractor shall also perform all appropriate quality assurance and technical testing to ensure the delivered tools perform to the requirements specified in the order.

**2.2.2.6 CMAAS TASK AREA 6 – MAINTAIN DATA ON DESIRED STATE FOR CDM TOOLS AND SENSORS**

The contractor shall provide operational capability for the installed and configured tools and sensors that enables agencies to keep the data current for the desired state of target IT assets (baseline data), as needed, and on an ongoing basis.

**2.2.2.7 CMAAS TASK AREA 7 – OPERATE CDM TOOLS AND SENSORS**

The contractor shall operate the installed suite of CDM sensors to determine and report the actual state for functions within the periodicity specified in the order: Hardware Inventory Management, Software Inventory Management, Configuration Setting Management, Vulnerability Management, Network and Physical Access Management, Trust Condition Management, Management of Security Related Behavior, Credentials and Authentication Management, Account Access Management, Contingency and Incident Preparation, Contingency and Incident Response, Design and Build in Requirements, Policy, and Planning, Design and Build in Quality, Operational Audit Information Management, Operational Security Management, and Management of other tools and sensors. If defined in order requirements for supported agencies, the contractor shall also remove and remediate threats that are detected by the CDM tools and sensors. The contractor shall also perform all work necessary to maintain the tools and any ancillary hardware, including patching, upgrades, and replacement of failed components.

**2.2.2.8 CMAAS TASK AREA 8 – INTEGRATE AND MAINTAIN INTEROPERABILITY BETWEEN CDM TOOLS AND AGENCY LEGACY APPLICATIONS AND DATA**

The contractor shall integrate CDM-operated tools and dashboard with associated agency information systems (as specified in the order) and maintain interoperability between the CDM tools and the agency data in operation. (For example, an agency might want to have data feeds exchanged between their existing property management system and the HWAM infrastructure.) The contractor shall also perform all appropriate quality assurance and technical testing to ensure the delivered tools perform to the requirements specified in the order.

**2.2.2.9 CMAAS TASK AREA 9 – OPERATE DATA FEEDS TO AND FROM INSTALLED DASHBOARDS**

The contractor shall operate the DHS-provided dashboard to provide data feeds from the tools and sensors operated under Section 2.2.2.8 to the appropriate Intermediate dashboard(s) and any requested rollup (Summary or Object) dashboards (see Section 9 –Attachment O). The contractor shall operate data feeds between each operated dashboard and its parent dashboard. The contractor shall send data from the requesting organization’s own summary dashboard (if

installed and required by the order) to the DHS-provided dashboard. The contractor shall send data from the console of an existing sensor (if installed and required by the order) to the DHS-provided dashboard. The contractor shall also provide the agency with a capability to retain all data within the agency-specified data retention criteria, if required by the requirements of an order. The contractor shall also perform all appropriate quality assurance and technical testing to ensure that data feeds perform to the requirements specified in the order.

**2.2.2.10 CMAAS TASK AREA 10 – TRAINING AND CONSULTING IN CDM GOVERNANCE FOR DEPARTMENTS, AGENCIES, AND OTHER REQUESTING ORGANIZATIONS**

The contractor shall provide training and/or consulting to agencies and other requesting organizations to assist them in establishing an overall cybersecurity governance program with emphasis on using the continuous diagnostics to perform the most cost-effective mitigations within available resources. Training and consulting tasks are expected to include support for agency activities including, but not limited to:

- a. Identification of and communication with stakeholders.
- b. Assessing risk/priorities and agency readiness for transition.
- c. Designing Federal scoring/grading to compare performance and progress of agencies to:
  1. Ensure fairness and transparency in assessment, scoring, and grading.
  2. Ensure validity and reliability in assessment, scoring, and grading.
- d. Conducting No-Fault “Pilot” operation phase and transition from pilot to full operation.
- e. Conducting Federal-level decision boards to:
  1. Assign and transfer risk conditions.
  2. Manage new or newly discovered risks.
  3. Coordinate with US Computer Emergency Response Team (US-CERT), DHS’ National Cyber Security Division (NCSD), etc.
  4. Resolve configuration management issues.
  5. Measure and manage sensor performance.
  6. Resolve dashboard performance/usability issues (e.g., false positives, false negatives).
  7. Coordinate standards and policies.
- f. Providing agency manager assistance, such as:
  1. Rollout Tiger Teams.
  2. Help Desk support.
  3. User group management.
  4. Website to provide automated assistance/reference.
- g. Assistance with Security Assessment and Authorization (formerly Certification and Accreditation) such as:
  1. Models for using CDM results in ongoing Assessment and Authorization.
  2. Models for using dashboards to meet plan of action and milestone (POA&M) requirements.
- h. Coordination with agency office of inspector general (OIG) or Government Accounting Office (GAO) to support agency with audit compliance.

- i. Establishing and maintaining an overall cybersecurity governance plan.
- j.) Other governance activities identified by DHS and/or agencies.

**2.2.2.11 CMAAS TASK AREA 11 – SUPPORT INDEPENDENT VERIFICATION & VALIDATION (IV&V) AND SYSTEM CERTIFICATION**

The contractor shall provide the necessary engineering, project management, data, and documentation to support independent verification and validation (IV&V) efforts by third parties or Government personnel to accept / certify system or other deliverables as required by the order.

SECTION 3 - PACKAGING AND MARKING

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## SECTION 4 - INSPECTION AND ACCEPTANCE

### **4.1 PLACE OF INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performance, reports, and other deliverables under this BPA, shall be defined in individual orders.

### **4.2 SCOPE OF INSPECTION**

All deliverables will be inspected for content, completeness, accuracy, and conformance to order requirements by the COR as defined in the order. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the order. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables. Prior to delivery of systems and software, the contractor may be required to support independent contractor or Government observation of any or all contractor inspections as defined in the order. Additionally, any inspection events may be used for pre-planned data collection and independent contractor or Government evaluation as defined in the order.

The time period required, the necessary contractor documentation and reports, and method the Government will use to inspect deliverables, will be defined by individual orders under this BPA.

### **4.3 BASIS OF ACCEPTANCE**

The basis for acceptance shall be compliance with the requirements set forth in the individual order under this BPA, 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 the specific order requirements, 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.

#### **4.3.1 INFORMATION TECHNOLOGY (IT) ACCEPTANCE**

For IT solutions, including configuration and development, the final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved through documentation updates, program correction, or other mutually agreeable methods.

## SECTION 4 - INSPECTION AND ACCEPTANCE

### **4.4 DRAFT DELIVERABLES**

The Government will provide written acceptance, comments, and/or change requests to any draft deliverables within ten workdays of receipt of the draft deliverable unless another time period is specified in the individual order.

Unless another time period is specified in the individual order, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

### **4.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT**

The order CO /COR will provide written notification of acceptance or rejection of all final deliverables within ten workdays of receipt of the final deliverable unless another time period is specified in the individual order. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

### **4.6 NON-CONFORMING PRODUCTS OR SERVICES**

Non-conforming products or services will be rejected. Deficiencies will be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the order COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

## SECTION 5 - DELIVERABLES OR PERFORMANCE

### **5.1 PERIOD OF PERFORMANCE**

The period of performance for this BPA is a one-year base period and four, one-year options from date of award (total five years). A Schedule contractor and/or each member of the CTA may be awarded a BPA that extends beyond the current term of its GSA Schedule contract, so long as there are option periods in the GSA Schedule contract that, if exercised, will cover the BPA's entire ordering period. Each order issued under this BPA will specify a period of performance for the order. Orders under this BPA will not have a period of performance that exceeds the BPA period of performance by more than one year. This BPA and orders issued there under cannot be transferred to another GSA Schedule 70 contract. In the event a CTA Team Lead is removed or the Team Lead's GSA Schedule 70 contract has expired with no option periods left, a new Team Lead must be designated in order for the BPA to continue.

### **5.2 PLACE OF PERFORMANCE**

The place of performance will be defined in the individual order issued under this BPA. Long-distance and overseas travel may be required to perform work under an individual order and will be detailed within the order if required.

### **5.3 ORDER SCHEDULE AND MILESTONE DATES**

Deliverables and milestones will be specified with the individual orders.

### **5.4 PUBLIC-RELEASE OF CONTRACT DOCUMENTS REQUIREMENT**

For all orders issued under this BPA by GSA FEDSIM, the contractor agrees to submit, within ten workdays from the date of the CO's execution of the initial BPA, or any order, or any modification to these documents (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

### **5.5 DELIVERABLES MEDIA**

Unless specified otherwise in the order, the contractor shall deliver all electronic versions by email and removable electronic media, as well as placing the deliverables in any designated repository. Unless specified otherwise in an order, the following are the required electronic

## SECTION 5 - DELIVERABLES OR PERFORMANCE

formats, whose versions must be compatible with the latest, commonly available version on the market.

- Text                      MS Word
- Spreadsheets            MS Excel
- Briefings                MS PowerPoint
- Drawings                MS Visio
- Schedules                MS Project

### **5.6 PLACE(S) OF DELIVERY**

Unclassified deliverables or correspondence shall be delivered to the Order CO or COR at the address specified in the order.

### **5.7 NOTICE REGARDING LATE DELIVERY/ PROBLEM NOTIFICATION**

The contractor shall notify the Ordering CO / COR, using procedures outlined in the individual order, as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the notice, the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The Ordering 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.

### **5.8 MARKETING**

The contractor may “market” and advertise this BPA to Federal, state, local, tribal, and territorial government IT staff, departments, and agencies. Possible actions include: advertising resultant BPA on the vendor’s website, advertising the agreement at relevant trade shows, and participation in GSA/FEDSIM and DHS sponsored events and discussion with news media targeted toward potential users of the BPA.



**6.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)**

The BPA CO will appoint a BPA COR in writing for the BPA using a COR Appointment Letter that will be provided to the contractor upon award (Section 9 – Attachment A). The BPA COR will provide no supervisory or instructional assistance to contractor personnel.

At the order level, the CO awarding each order under this BPA (referred to as the Order or Ordering CO), may appoint a COR (referred to as the Order or Ordering COR) in writing for that order through a COR Appointment Letter that will be provided to the contractor upon award of the order (the Ordering CO may use the format in Section 9 - Attachment A, or another format specified in the order RFQ). The Ordering COR will receive, for the Government, all work called for by the order and will represent the Ordering CO in the technical phases of the work. The Ordering COR will provide no supervisory or instructional assistance to contractor personnel.

The BPA or Ordering CORs are not authorized to change any of the terms and conditions, scope, schedule, and price of the BPA or the order. Changes in the scope of work will be made only by the Ordering CO by properly executed modifications to the order, or by the BPA CO, by modification to the BPA.

**6.1.1 CONTRACT ADMINISTRATION**

For the BPA, the following CO is responsible for contract administration

Contracting Officer:

Anissa Burley  
GSA FAS AAS FEDSIM  
2100 Crystal Drive  
Suite 800  
Arlington, VA 20406  
Telephone: (703) 605-9458  
Fax: (703) 605-9895  
Email: anissa.burley@gsa.gov

BPA Contracting Officer’s Representative:

TBD  
GSA FAS AAS FEDSIM  
2100 Crystal Drive  
Suite 800  
Arlington, VA 20406  
Telephone: (703) XXX-XXXX  
Fax: (703) XXX-XXXX  
Email: (insert email address)

Individual Orders under this BPA, will designate an Ordering CO and an Ordering COR for that order.

## **6.2 BPA ORDER ORDERING GUIDELINES**

Any department or agency of the Federal Government, or any entity that may use GSA IT Schedule 70, may order from this BPA. In addition, state, local, regional, and tribal governments that may use Schedule 70 through the Cooperative Purchasing Program may also use this BPA.

The ordering activity CO may issue orders under the BPA pursuant to the procedures in FAR 8.4. Zero or more orders may be issued during the performance period of this BPA; it is understood and agreed that the Government has no obligation to issue orders. The contractor agrees to accept and perform orders issued by a CO from any department or agency of the Federal Government within the scope of this agreement. Contractor acceptance of orders from state, local, regional, and tribal governments is voluntary. In the event of a conflict between an order, the BPA, or the contractor's GSA Schedule contract, the GSA Schedule contract takes precedence.

Prior to issuing an order solicitation, and making an order award, the Ordering CO must contact the BPA CO (see Section 6.1.1 above), to ensure the order value is within the total BPA value, volume discounts are being properly applied, and to answer any questions of scope or modification.

### **6.2.1 ORDER REQUEST FOR QUOTE (RFQ) SUBMISSION**

Each individual RFQ may be LH, FFP, or any combination of the two. For any order that is other than FFP, the ordering activity shall include, at a minimum, the documentation outlined in FAR 8.405-2(e). The RFQ may include specific metrics and quality assurance methods (if applicable).

All RFQs will incorporate all terms and conditions of the BPA. In addition, the proposed RFQ will include the following to the extent applicable to individual orders:

- a. A Statement of Work (SOW) or other performance-based work statement describing the work to be performed, the deliverables, the period of performance, Government Points of Contact (POCs), description of marking information, data rights, inspection and acceptance of services, security requirements, and Government-Furnished Information / Property, as applicable.
- b. The submission date/time and the method of delivery for quotes.
- c. Specific instructions on what to include in the quote submission. This may include, but is not limited to, written responses summarizing technical and price approaches.
- d. Evaluation factors.
- e. Other information deemed appropriate.

### **6.2.2 ORDER QUOTE SUBMISSION**

Quote response time will be determined at the ordering level and outlined in the solicitation. At a minimum the quote shall include:

- a. **Price:** The quote may include a detailed cost per hour of all labor required to accomplish the tasks as set forth in the RFQ, or be a fixed-price quote with sufficient information to substantiate the price quoted. At a minimum, pricing shall be the BPA pricing in accordance with Section 1 – Supplies or Services and Price/Costs, including cumulative

## SECTION 6 - CONTRACT ADMINISTRATION DATA

price discounts for tools. The BPA Team (Leader / Member(s)) or prime contractor shall provide off-site or on-site rates as required by the order. The discounts offered do not preclude the CTA Team or the prime contractor from offering or the Government requesting, further price reductions in accordance with commercial practices, market forces, and volume buying at the time of placing orders.

- b. **Statement disclosing any known or expected conflicts of interest pursuant to FAR 9.5:** The quote may also require the submission of the following information (the Government is not limited to the below list and may require other information):

1. Technical information (e.g., technical approach, including team partners and experience as required by the RFQ).
2. Technical data, computer software, and computer software documentation, if applicable, as required in reference to meeting the needs of the statement of work in the RFQ.
3. Corporate Experience (as it relates to the specific requirements of an order).
4. Proposed Key Personnel and Staffing.
5. Price Quote and any additional discounts against the schedule labor rates.

- c. **Evaluation:** The Government will evaluate responses against evaluation criteria contained in the order RFQ.

### **6.2.3 ORDER ISSUANCE**

The SOW, labor mix, and hours (if applicable), as well as a proposed ceiling price for the RFQ, may be incorporated into any order. The proposed technical solution may also be incorporated in the order. At any time during the duration of the BPA, the BPA CO reserves the right to revise the procedures pertaining to order issuance. Contracting Officers from entities that have the right to utilize GSA Schedule 70 are the only individuals that are authorized to issue orders and obligate the Government for orders awarded under the BPA. Each order shall, as appropriate:

- a. Set forth a pricing schedule.
- b. Set forth the specific level of effort and/or performance outcomes desired to be fulfilled under the order based on the estimated dollar value and complexity of the proposed order.
- c. Designate the Ordering COR who will perform inspection and acceptance.
- d. Set forth any payment options.
- e. Be dated.
- f. Set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the contractor.
- g. Set forth the disbursing office where payment is to be made.
- h. Set forth administration data.
- i. Set forth the contractor's and Government's respective technical data rights.
- j. Set forth any other pertinent information
- k. Unauthorized Work: The contractor is not authorized to commence order performance prior to issuance of an awarded order.
- l. Order Funding Restrictions: No unfunded orders are allowed.

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- m. Ordering Period: Orders for services specified in Section 2 of the BPA may be issued by the Ordering CO within the ordering period of the BPA.
- n. Responsibilities of the Ordering CO: A copy of all pricing shall be provided to the BPA CO in order to ensure the price ceiling under the BPA is not exceeded.

### **6.3 INVOICE REQUIREMENTS**

#### **6.3.1 GSA FEDSIM-ISSUED ORDER INVOICE REQUIREMENTS**

For orders issued by GSA FEDSIM, if no payment schedule is specified in the order the following applies.

The Government desires that the final invoice be submitted by the contractor within six months of project completion.

##### **6.3.1.1 LABOR HOUR (LH) CLINs**

The contractor may invoice monthly on the basis of hours incurred for the LH CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. All hours shall be reported by CLIN element (as shown in Section 1 – Supplies or Services and Price), by contractor employee, and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees)
- b. Employee labor category
- c. Monthly and total cumulative hours worked
- d. Amount billed thus far

##### **6.3.1.2 FIRM-FIXED-PRICE (FFP) CLINs**

If no payment schedule is specified in the order, the contractor may invoice on a monthly basis, the amount obtained by dividing the FFP amount for the order period, by the number of months of performance in the period. For FFP CLINs, the invoice shall include the period of performance period covered by the invoice, and the CLIN number and title. All amounts invoiced shall be reported by CLIN element (as shown in Section 1 – Supplies or Services and Price of the order) and shall be provided for the current invoice and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. FFP period of performance period – as stated in Section 1 – Supplies or Services and Price of the order.
- b. Amount invoiced

##### **6.3.1.3 TRAVEL**

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the Joint Travel Regulation (JTR)/Federal Travel Regulation (FTR). The invoice shall

## SECTION 6 - CONTRACT ADMINISTRATION DATA

include the period of performance covered by the invoice, the CLIN number and title, and the IA number. Separate worksheets, in MS Excel format, shall be submitted for travel.

CLIN/Task Total Travel: This invoice information shall identify all cumulative travel costs billed by CLIN/Task. The current invoice period's travel details shall include separate columns and totals and include the following:

- a. Travel Authorization Request identifier, approver name, and approval date
- b. Current invoice period
- c. Names of persons traveling
- d. Number of travel calendar days
- e. Dates of travel
- f. Number of calendar days per diem charged
- g. Per diem rate used
- h. Total per diem charged
- i. Transportation costs (rental car, air fare, etc.)
- j. Total charges
- k. Explanation of variances exceeding 10% of the approved versus actual costs
- l. Indirect handling rate

### **6.3.2 NON-GSA FEDSIM-ISSUED ORDER INVOICE REQUIREMENTS**

For non-GSA FEDSIM-issued Orders, the contractor shall follow specific invoice requirements for CLIN type (FFP or LH), and travel, as indicated in the order.

## **6.4 INVOICE SUBMISSION**

### **6.4.1 FOR GSA FEDSIM-ISSUED ORDERS**

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice.

Order Number: *(from GSA Form 300, Block 2)*

Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4)*

FEDSIM Project Number: *(Fill in project number)*

Project Title: *(Fill in project title)*

The contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

The contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category.

The contractor shall submit invoices as follows:

## SECTION 6 - CONTRACT ADMINISTRATION DATA

The contractor shall utilize FEDSIM's electronic Tracking and Ordering System (TOS) to submit invoices. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Select *Vendor Support*, log in using your assigned I.D. and password, then click on *Create Invoice*. The TOS Help Desk should be contacted for support at 877-472-4877 (toll free). By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. However, the FEDSIM COR may require the contractor to submit a written "hardcopy" invoice with the client's certification prior to invoice payment.

### **6.4.2 FOR NON-GSA FEDSIM-ISSUED ORDERS**

The contractor shall follow the specific invoice requirements indicated in the order.

### **6.5 ACQUISITION, CONTRACTING, AND TECHNICAL FEE**

As stated in Section 1.5.1, the contractor shall send the ACT fee to the address below. Please note the ACT fee does not apply to orders issued by GSA FEDSIM.

The contractor shall provide a copy of the BPA CO approved Report of Sales (Section 9, Attachment M) for the appropriate period, to accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered.

ACT Fees shall be sent to:

*GSA FEDERAL Acquisition Service  
Office of the Controller  
Attn: Penny Dredge  
10304 Eaton Place  
Suite 1-1002  
Fairfax, VA 22030*

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

### **7.1 KEY PERSONNEL**

Individual orders may designate, or require the contractor to propose, a minimum number of personnel who shall be designated as “Key.” Additionally, the contractor may propose Key Personnel based on the needs of their quoted solution. Unless otherwise stated in the order, the Government desires that Key Personnel be assigned for the duration of the order. Key Personnel may be replaced or removed subject to Section 7.1.1 - Special Contract Requirements, Key Personnel Substitution.

#### **7.1.1 KEY PERSONNEL SUBSTITUTION**

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the Ordering CO. Prior to utilizing other than personnel specified in quotes in response to an RFQ, the contractor shall notify the Government Ordering CO and the Ordering COR. This notification shall be no later than ten calendar days (unless otherwise stated in the order) in advance of any proposed substitution and shall include justification (including résumé(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on order performance.

Substitute personnel qualifications shall be equal to, or greater than, those of the personnel being substituted. If the Government Ordering CO and the Ordering COR determine that a 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 order, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination (Cost Reimbursement), Alternate IV or FAR 52.249-8, Default (Fixed-Price Supply and Service).

#### **7.1.2 BPA PROGRAM MANAGER**

The contractor shall designate as Key Personnel, a BPA Program Manager (BPA PM) to serve as the Government’s primary point of contact for all contractor work under this BPA. The BPA PM shall be an employee of the prime or lead contractor. The BPA PM shall be readily available to respond to Government questions, concerns, and comments, as well as be proactive in alerting the Government to potential contractual or programmatic issues. Additional functions would include customer service, program management reviews when requested by the Government, invoicing, completing the quarterly Report of Sales (see Section 1.5.1), payment of the ACT fee, and submission of any reports required by the BPA CO. The Government expects the cost for the BPA Program Manager to be captured as overhead. Orders issued under this BPA may not include labor categories for and/or invoice for the BPA Program Manager.

### **7.2 GOVERNMENT-FURNISHED PROPERTY (GFP) AND GOVERNMENT FURNISHED INFORMATION (GFI)**

Ordering activities using this BPA may provide the contractor with some of the necessary information, and/or office space required to perform the services outlined in the order. 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. The contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under the order.

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

In addition, the contractor shall protect all Government data, etc., by treating the information as sensitive. Sensitive but unclassified information, data, and/or equipment will only be disclosed to authorized-personnel as described in the order. The contractor shall keep the information confidential, use appropriate safeguards to maintain its security in accordance with minimum Federal standards.

When no longer required, this information, data, and/or equipment shall be returned to Government control, destroyed, or held until otherwise directed by the Ordering CO. The contractor shall destroy unneeded items by burning, shredding, or any other method that precludes the reconstruction of the material.

Work under specific orders may require that the contractor's personnel to have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, section 552a and applicable agency rules and regulations.

### **7.3 ACCESS TO FACILITIES, SYSTEMS AND SECURITY CLEARANCE REQUIREMENTS**

The ordering activity, or agencies being supported by orders under this BPA, may have specific personnel security and background check requirements in order for contractor personnel to access the facilities and systems necessary to perform the work. When these requirements exist, they will be detailed in the RFQ, along with any special instructions.

Individual orders under this BPA may also require work be performed up to the Top Secret / Sensitive Compartmented Information (TS/SCI) level, and/or in Government facilities that require personnel to have TS/SCI clearances in order to enter the facility.

### **7.4 SECURITY REQUIREMENTS**

This section provides the minimum requirements for a CDM Tools and CMaaS Offering. The contractor is responsible for providing, securing, monitoring, and maintaining the hardware, network(s), and software that support the infrastructure and present the CDM tools and services to the ordering activity.

The implementation of a new Federal Government IT system requires a formal approval process known as Assessment and Authorization with continuous monitoring. The National Institute of Standards and Technology (NIST) Special Publication (SP) 800-37, Revision 1, "Guide for applying the Risk Management Framework to Federal Information System," (hereafter described as NIST 800-37) gives guidelines for performing the Assessment and Authorization (A&A) process. In addition, NIST SP 800-53 provides guidance regarding appropriate controls for each system.

An independent third-party assessment may be required by orders under this BPA of the contractor's security controls to determine the extent to which security controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting security requirements. The ordering activity's security assessment staff will be available for consultation during the process, and will review the results before issuing an Assessment and subsequent Authorization decision. The Government reserves the right to verify the infrastructure and security test results before issuing an Authorization decision.



## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

The contractor is advised to review the NIST documents to determine the level of effort that will be necessary to complete the requirements.

Ordering activities, including non-Federal entities, such as state governments, may have other security provisions defined at the order level. For purposes of background information, typical security clauses for DHS orders are provided at Section 9 - Attachment J.

### **7.4.1 ORDERING ACTIVITY SYSTEM SECURITY COMPLIANCE REQUIREMENT**

The data that will be processed by the information systems being requested by ordering activities in support of specific order requirements will be classified by the respective agencies' Office of the Chief Information Officer (OCIO), or equivalent if no OCIO, for impact in the RFQ, in all three categories (confidentiality, integrity, and availability) as defined in Federal Information Processing Standards (FIPS) Pub 199, "Standards for Security Categorization of Federal Information and Information Systems." The three categories are defined as follows:

Definitions:

- a. **CONFIDENTIALITY:** "Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information..." [44 U.S.C, Sec 3542] A loss of confidentiality is the unauthorized disclosure of information.
- b. **INTEGRITY:** "Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity..." [44 U.S.C., Sec 3542] A loss of integrity is the unauthorized modification or destruction of information.
- c. **AVAILABILITY:** "Ensuring timely and reliable access to and use of information..." [44 U.S.C., Sec 3542] A loss of availability is the disruption of access to or use of information or an information system.

NIST Special Publication 800-53 Revision 3, "Recommended Security Controls for Federal Information Systems" (hereafter described as NIST SP 800-53) defines requirements for compliance to meet the minimum security requirements. NIST SP 800-53 requirements are viewed as mandatory requirements for which some risks are acceptable, but generally most requirements pertaining to the impact level must be incorporated into the infrastructure. The controls requiring organizational defined parameter will be provided by the ordering activity within the individual RFQ.

The contractor shall implement the controls from NIST SP 800-53 for the appropriate impact level (as defined in FIPS 199). The Government has determined that the appropriate impact level for CDM systems is "high" for confidentiality and integrity and "moderate" for availability.

The contractor shall generally and substantially and in good faith follow NIST guidelines and any security guidance provided by the ordering activity, or activity being supported by the order, as appropriate. Where there are no procedural guides, the contractor shall use generally accepted industry best practices for IT security.

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

### **7.4.2 REQUIRED SECURITY POLICIES AND REGULATIONS**

To perform work on orders under this BPA, the contractor shall be subject to all ordering activity IT security standards, policies, reporting requirements, and Government-wide laws or regulations applicable to the protection of Government-wide information security.

Contractors are also required to comply with FIPS, the “Special Publications 800 series” guidelines published by NIST, and the requirements of FISMA.

- a. Federal Information Security Management Act (FISMA) of 2002.
- b. Clinger-Cohen Act of 1996 also known as the “Information Technology Management Reform Act of 1996.”
- c. Privacy Act of 1974 (5 U.S.C. § 552a).
- d. Homeland Security Presidential Directive (HSPD-12), “Policy for a Common Identification Standard for Federal Employees and Quoters,” August 27, 2004.
- e. Office of Management and Budget (OMB) Circular A-130, “Management of Federal Information Resources,” and Appendix III, “Security of Federal Automated Information Systems,” as amended.
- f. OMB Memorandum M-04-04, “E-Authentication Guidance for Federal Agencies.”
- g. FIPS PUB 199, “Standards for Security Categorization of Federal Information and Information Systems.”
- h. FIPS PUB 200, “Minimum Security Requirements for Federal Information and Information Systems.”
- i. FIPS PUB 140-2, “Security Requirements for Cryptographic Modules.”
- j. NIST Special Publication 800-18 Rev 1, “Guide for Developing Security Plans for Federal Information Systems.”
- k. NIST Special Publication 800-30, “Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems.”
- l. NIST Special Publication 800-34, “Contingency Planning Guide for Information Technology Systems.”
- m. NIST SP 800-37, Revision 1, “Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach.”
- n. NIST Special Publication 800-47, “Security Guide for Interconnecting Information Technology Systems.”
- o. NIST Special Publication 800-53 Revision 3, “Recommended Security Controls for Federal Information Systems.”
- p. NIST Special Publication 800-53A, “Guide for Assessing the Security Controls in Federal Information Systems.”

### **7.4.3 ASSESSMENT AND AUTHORIZATION (A&A) ACTIVITIES**

For orders under this BPA that require the contractor to implement a new Federal Government IT system, this new system requires a formal approval process known as Assessment and Authorization (A&A) process. NIST Special Publication 800-37 gives guidelines for performing the A&A process. The impact level and A&A needs for specific requirements will be defined by the specific RFQ. The failure to obtain and maintain a valid authorization will be grounds for cancellation of the award and termination of any outstanding orders. Any contractor-supplied

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

software or hardware will be subject to the same monitoring as any other system on the agency's IT infrastructure.

Authorization is required by each customer agency before the system is deemed operational and/or connected to the agency's network, consistent with existing law and regulations. It is expected that one Federal-level assessment will be largely an adequate basis for risk assessment and authorization for most agencies, but that each agency may require specific additional assessment items to be specified in orders.

### **7.4.3.1 ASSESSMENT OF SYSTEM**

For orders under this BPA, the contractor shall comply with NIST Special Publication 800-37 requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the A&A is based on the System's NIST FIPS Publication 199 categorization (see Section 7.4.1). The contractor shall create, maintain, and update the following A&A documentation:

- a. System Security Plan (SSP) completed in agreement with NIST Special Publication 800-18, Revision 1. The SSP shall include as appendices required policies and procedures across 18 control families mandated per FIPS 200, Rules of Behavior, and Interconnection Agreements (in agreement with NIST Special Publication 800-47).
- b. Contingency Plan (including Disaster Recovery Plan) completed in agreement with NIST Special Publication 800-34.
- c. Contingency Plan Test Report completed in agreement with GSA IT Security Procedural Guide 06-29, "Contingency Plan Testing."
- d. Plan of Actions & Milestones completed in agreement with GSA IT Security Procedural Guide 09-44, "Plan of Action and Milestones (POA&M) and/or based on the continuous monitoring data of the CDM system.
- e. Independent Penetration Test Report documenting the results of vulnerability analysis and exploitability of identified vulnerabilities.

Information systems must be assessed whenever there is a significant change to the system's security posture in accordance with NIST Special Publication 800-37 Revision 1, "Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach."

At the High impact level, the contractor shall be responsible for providing an independent Security Assessment/Risk Assessment in accordance with NIST Special Publication 800-37 Revision 1, "Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach."

The Government reserves the right to perform Penetration Testing. If the Government exercises this right, the contractor shall allow Government employees (or designated third-party auditors) to conduct Assessment and Authorization (A&A) activities to include control reviews in accordance with NIST 800-53/NIST 800-53A. Review activities include, but are not limited to, operating system vulnerability scanning, web application scanning, and database scanning of applicable systems that support the processing, transportation, storage, or security of Government information. This includes the general support system infrastructure.

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

Identified gaps between required 800-53 controls and the quote's implementation as documented in the Security Assessment/Risk Assessment report shall be tracked for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before an Authorization to Operate is issued.

The contractor is responsible for mitigating all security risks found during A&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within 30 calendar days and all moderate risk vulnerabilities must be mitigated within 90 calendar days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities.

### **7.4.3.2 AUTHORIZATION OF SYSTEM**

For orders under this BPA that require A&A, the process to authorize the system follows. Upon receipt of the documentation described in the NIST Special Publication 800-37 and as documented above, the appropriate Authorizing Officials (AOs) for the system (in coordination with the ordering activity Senior Agency Information Security Officer (SAISO), system Program Manager, Information System Security Manager (ISSM), and Information System Security Officer (ISSO)) will render an Authorization decision to:

- a. Authorize system operation w/out any restrictions or limitations on it operation,
- b. Authorize system operation w/ restriction or limitation on its operation, or
- c. Not authorize for operation.

The contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements for an Information Technology security program. The Government reserves the right to conduct on-site inspections. The contractor shall make appropriate personnel available for interviews and documentation during this review. If documentation is considered proprietary or sensitive, these documents may be reviewed on-site under the hosting contractor's supervision.

### **7.4.4 REPORTING AND CONTINUOUS MONITORING**

For systems the contractor has provided through orders under this BPA, maintenance of the security Authorization to Operate will be through continuous monitoring and periodic audit of the operational controls within a contractor's system, environment, and processes to determine if the security controls are meeting Government regulatory and compliance requirements. Through continuous monitoring, security controls and supporting deliverables Authority to Operate will be maintained and submitted to an ordering activity in accordance with customer IT security standards, policies, and reporting requirements.

NIST published SP800-86 Guide to Integrating Forensic Techniques into Incident Response. SP800-86 defines in a much more precise and specific way the procedures, issues and technologies required to move an incident from the point of discovery all the way through to resolution.

### **7.4.5 ADDITIONAL SECURITY STIPULATIONS**

If required by a specific order under this BPA, deliverables designated in the RFQ shall be labeled "FOR OFFICIAL USE ONLY" (FOUO) or contractor selected designation per document

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

sensitivity. External transmission/dissemination of FOUO to or from a Government computer must be encrypted. Certified encryption modules must be used in accordance with FIPS PUB 140-2, "Security requirements for Cryptographic Modules."

Any classification of the data collected shall be determined by the classification guide of each agency where the system is deployed. Should data be deemed classified, additional appropriate security requirements shall be specified in the order.

As prescribed in the Federal Acquisition Regulation (FAR) 24.104, if the system involves the design, development, or operation of a system of records on individuals, the contractor shall implement requirements in FAR clause 52.224-1, "Privacy Act Notification" and FAR clause 52.224-2, "Privacy Act."

The Government has the right to perform manual or automated audits, scans, reviews, or other inspections of the vendor's IT environment being used to provide or facilitate services for the Government. The contractor shall be responsible for privacy and security safeguard provisions in accordance with FAR clause 52.239-1 "Privacy and Security Safeguards."

The contractor shall not publish or disclose in any manner, including responding to press inquiries, without the Ordering CO's written consent, the details of any security safeguards either designed or developed by the contractor in support of an order under this BPA, or otherwise provided by the Government.

To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public Government data collected and stored by the contractor, the contractor shall afford the Government logical and physical access to the contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases within 72 hours of the request. Automated audits shall include, but are not limited to, the following methods:

- a. Authenticated and unauthenticated operating system/network vulnerability scans.
- b. Authenticated and unauthenticated web application vulnerability scans.
- c. Authenticated and unauthenticated database application vulnerability scans.

Automated scans may be performed by Government personnel, or agents acting on behalf of the Government, using Government-operated equipment, and Government-specified tools. If the contractor chooses to run its own automated scans or audits, results from these scans may, at the Government's discretion, be accepted in lieu of Government performed vulnerability scans. In these cases, scanning tools and their configuration shall be approved by the Government. In addition, the results of vendor-conducted scans shall be provided, in full, to the Government.

If new or unanticipated threats or hazards are discovered by either the Government or the contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

### **7.5 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS**

#### **7.5.1 ORGANIZATIONAL CONFLICT OF INTEREST**

For work to be performed in support of a specific order under this BPA, if the contractor has or is currently providing support or anticipates providing support to the department or agency, for whom order work is being performed, that creates or represents an actual or potential organizational conflict of interest (OCI), the contractor shall immediately disclose this actual or potential OCI in accordance with FAR Subpart 9.5. For each order, the contractor is also required to complete and sign an Organizational Conflict of Interest Statement in which the contractor (and any subcontractors, consultants or teaming partners) agrees to disclose information concerning the actual or potential conflict with any quote for any solicitation relating to any work in the order. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5.

#### **7.5.2 NON-DISCLOSURE REQUIREMENTS**

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the order:

- a. Execute and submit a Corporate Non-Disclosure Agreement (NDA), using procedures outlined in the order RFQ, prior to the commencement of any work on the order, and
- b. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or quote information, or source selection information.

All proposed replacement contractor personnel also must submit a Non-Disclosure Agreement and be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of order work under this BPA, or obtained by the Government, is only to be used in the performance of the order. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

### **7.6 SECTION 508 COMPLIANCE REQUIREMENTS**

Unless the Government invokes an exemption for work performed in support of individual orders under this BPA, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 United States Code (U.S.C.) 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services proposed, identify the technical standards applicable to all products and services proposed, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

Specific order RFQs may require Section 508 compliance testing or verification to be performed prior to order award, or prior to acceptance of deliverables.

### **7.7 TRAVEL**

#### **7.7.1 TRAVEL REGULATIONS**

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulations (FTR) - prescribed by the GSA, for travel in the contiguous U.S.
- b. Joint Travel Regulations (JTR), 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.
- c. 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.
- d. Any other specific regulations detailed at the individual order level.

#### **7.7.2 TRAVEL AUTHORIZATION REQUESTS**

Before undertaking travel to any Government site or any other site in performance of order work under this BPA, the contractor shall have this travel approved by, and coordinated with, the order CO or order COR using procedures detailed in the specific order RFQ.

### **7.8 COMMERCIAL SOFTWARE AGREEMENTS**

The Government understands that commercial software tools will be purchased in furtherance of this BPA and subsequent orders as described in Section 2 – Description / Specification / Statement of Work, Section 7.8 and Section 1.2, and may be subject to commercial agreements which may take a variety of forms, including without limitation, licensing agreements, terms of service, maintenance agreements, and the like, whether existing, in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Software Agreements"). The parties acknowledge that the FAR clause at 12.212(a) requires the Government to procure such tools and their associated documentation under such Software Agreements to the extent such Software Agreements are consistent with Federal law.

#### **7.8.1 CONSISTENCY WITH FEDERAL LAW**

In order to ensure that the Software Agreements are consistent with Federal law, the contractor shall not make any purchase contemplated in Section 7.8, or quote software to meet the requirements of Section 2, without first securing the consent of the licensor of such software tools to amend the Software Agreements in accordance with the Amendment clause set forth in Section 7.8.2. The contractor shall submit documentary evidence of such consent as part of its technical proposal.

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

### **7.8.2 AMENDMENT OF COMMERCIAL SOFTWARE AGREEMENTS**

The requirements of this Section 7.8 apply only to those commercial software tools newly purchased under this BPA and subsequent orders; they do not apply to software furnished as GFI/GFE (if any). Further, they apply only to those Software Agreements that define the Government as the licensee, or are intended to be transferred or assigned to the Government, with the Government becoming the licensee, at the end of an order under this BPA.

The following is the amendment clause. As used in the Amendment clause, the term "this Agreement" refers to each Software Agreement. The relevant definitions and the capitalization of terms (e.g., Licensee, Licensor, Software, Agreement) may be adjusted as necessary to match the nomenclature of the Software Agreement.

#### Amendment

For Federal Government Licensees, this Agreement is hereby amended as follows:

1. ***Dispute resolution and governing law:*** Any arbitration, mediation, or similar dispute resolution provision in this Agreement is hereby deleted. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the United States of America, and dispute resolution shall take place in a forum, and within the time period, prescribed by applicable federal law. To the extent permitted by Federal law and then only to the extent not pre-empted by Federal law, the laws of the state specified in this Agreement (excluding its choice of law rules) will apply. No equitable or injunctive relief, and no shifting of legal fees or costs, may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable Federal statute.
2. ***Indemnification:*** Any provisions in this Agreement requiring any Federal Government Licensee to indemnify any party are hereby deleted and shall not apply. Any provisions requiring the licensor to indemnify the Federal Government Licensee shall be revised to state that such indemnification, and the conduct and/or settlement of any applicable proceedings, shall be subject to 28 USC 516.
3. ***Changes in templates:*** This Agreement shall apply in the version attached hereto. Subsequent updates to or changes in the licensor's standard commercial templates for such agreements shall not be binding on the Federal Government Licensee, except by prior express written agreement of both parties.
4. ***Fees, taxes, and payment:*** If the software is licensed as part of a separate Government contract between the Federal Government Licensee and a prime contractor, the provisions of such contract regarding fees, taxes and payment shall supersede any provisions of this Agreement regarding same. Notwithstanding the foregoing: (a) express written agreement of the Federal Government Licensee shall be required prior to (i) any extension or renewal of this Agreement or the associated fees or (ii) any change in the fees; (b) late



## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

payments shall be governed by the Prompt Payment Act and the regulations at 5 CFR 1315; and (c) no cost of collection on delinquent invoices may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.

5. **Assignment:** Licensor may not assign this Agreement or its rights or obligations thereunder, in whole or in part, except in accordance with the procedures set forth in FAR subparts 32.8 and/or 42.12, as applicable.

6. **No waiver of liability or cause of action:** Any provision requiring the Federal Government Licensee to agree to waive or otherwise not to pursue any claim against the licensor it may otherwise have is hereby deleted. Without limiting the generality of the foregoing, the parties agree that nothing in this Agreement, including but not limited to the limitation of liability clauses, in any way grants the licensor a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law and that no clause restricting users' statements shall be read to restrict the Federal Government Licensee's ability to pursue any course of action otherwise permitted by federal law, regulation, or policy, including without limitation making public statements in connection with any suspension or debarment action.

7. **Audit:** Any clauses in this Agreement allowing for an audit of the Federal Government Licensee's records or information systems, or verification of its compliance with this Agreement generally, shall be subject to the Federal Government Licensee's requirements pertaining to security matters, including without limitation clearances to be held and non-disclosure agreements to be executed by auditors, badging or escorting requirements for access to premises, and other applicable requirements. Any over-use identified in an audit shall be referred to the prime contractor or the Federal Government Licensee's contracting officer (as applicable) for action. No audit costs may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.

8. **Compliance with laws:** The parties acknowledge that the United States, as a sovereign, is subject to the laws of the United States. Nothing in this Agreement shall be interpreted to imply consent by any Federal Government Licensee to submit to the adjudicative or enforcement power of any regulatory, administrative, or judicial authority of, or the application of the laws of, another jurisdiction. Any provision inconsistent with applicable federal law that is not listed above is hereby deemed omitted from this Agreement to the extent of such inconsistency.

9. **Third party terms:** Any third-party licensing terms associated with third-party software components or products embedded in or otherwise provided with the Software shall be deemed amended in accordance with Sections 1-8 above.

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

### **7.9 CONTRACTOR IDENTIFICATION**

If the ordering activity is a DoD activity, or the work being performed in support of a specific order under this BPA requires that contractor personnel enter DoD facilities, or interact with DoD personnel, as stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

### **7.10 INTELLECTUAL PROPERTY RIGHTS**

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in FAR 52.227-14, Rights in Data – General, Alt. II and III apply. The Software Agreements referenced in Section 7.9, amended as contemplated therein, shall be deemed to constitute such disclosure with regard to their associated commercial software tools and shall prevail over any inconsistent provision in FAR 52.227-14, Rights in Data – General, Alt. II and III to the extent of such inconsistency.

### **7.11 FEDERAL DESKTOP CORE-CONFIGURATION (FDCC) & U.S. GOVERNMENT CONFIGURATION BASELINE (USGCB)**

The contractor shall certify that software applications and tools are fully functional and operate correctly as intended on systems using the FDCC and/or USGCB as appropriate. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved FDCC/USGCB configuration. For offerings that require installation, the information technology should follow OMB memorandum 07-18. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges. The contractor shall use Security Content Automation Protocol (SCAP) validated tools with FDCC/USGCB Scanner capability to certify their products operate correctly with FDCC/USGCB configurations and do not alter FDCC/USGCB settings.

### **7.12 COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPv6) IN ACQUIRING INFORMATION TECHNOLOGY**

This contract involves the acquisition of IT that uses Internet Protocol (IP) technology. The contractor agrees that (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the contractor plans to offer a deliverable that involves IT that is not initially compliant, the contractor agrees to (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available.

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

Full technical specifications for Hosts, Routers, and Network Protection products recommend by NIST for acquisition in the Federal Government can be found in NIST SP 500-267 USGv6 profile.

Should the contractor find that the Statement of Work or specifications of this contract do not conform to IPv6 standards; it must notify the Contracting Officer of such nonconformance and act in accordance with the instructions of the Contracting Officer.

### **7.13 SUBSTITUTION AND TECHNOLOGY REFRESH**

If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware, and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with Section 1 of this BPA and in accordance with the offeror's GSA Schedule pricing for that product. Discounts shall be at the same or greater discount level as the original BPA product price. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the Original Equipment Manufacturers' (OEM) intent. Improvement of product includes new releases, updates, and upgrades including additional features and functionality and successor products

## SECTION 8 - CONTRACT CLAUSES

### **8.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

FAR website: <https://www.acquisition.gov/far/>

<b>Clause No</b>	<b>Clause Title</b>	<b>Date</b>
52.204-2	Security Requirements	(Aug 1996)
52.217-8	Option to Extend Services Fill-In Date: 30 days, 60 days, 5 years	(Nov 1999)
52.217-9	Option to Extend the Term of the Contract Fill-In Date: 30 days	(Mar 2000)
52.219-8	Utilization of Small Business Concerns	(Jan 2011)
52.224-1	Privacy Act Notification	(Apr 1984)
52.224-2	Privacy Act	(Apr 1984)
52.227-14	Rights In Data – General, Alternate II	(Dec 2007)
52.227-14	Rights In Data – General, Alternate III	(Dec 2007)
52.227-15	Representation of Limited Rights Data and Restricted Computer Software	(Dec 2007)
52.232-17	Interest	(Oct 2010)
52.232-18	Availability of Funds	(Apr 1984)
52.239-1	Privacy or Security Safeguards	(Aug 1996)
52.249-6	Termination (Cost Reimbursement), Alternate IV	(May 2004)
52.249-8	Default (Fixed-Price Supply and Service)	(April 1984)

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

The full text of a provision may be accessed electronically at:

GSAM website: <https://www.acquisition.gov/gsam/gsam.html>

SECTION 8 - CONTRACT CLAUSES

Clause No	Clause Title	Date
552.232.25	Prompt Payment	(Nov 2009)

**8.3 OTHER AGENCY SPECIFIC CLAUSES**

Other Agency-specific clauses will be added at the order level.

SECTION 9 - LIST OF ATTACHMENTS

**9.1 LIST OF ATTACHMENTS**

<b>Attachment</b>	<b>Title</b>
A	COR Appointment Letter
B	Tool Pricing Template Hardware Asset Management (HWAM)
C	Tool Pricing Template Software Asset Management (SWAM)
D	Tool Pricing Template Configuration Management (CM)
E	Tool Pricing Template Vulnerability Management (VUL)
F	Sample Order
G	Sample Order Staffing Plan Template
H	Corporate Experience Template
I	Glossary and Acronym List
J	Other Security Clauses
K	Tool Pricing Template
L	CMaaS Labor Category and Rate Pricing Template
M	Report of Sales
N	Tool Detailed Requirements
O	Supplemental Information on Dashboards

SECTION 10 - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
OFFERORS OR RESPONDENTS

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**11.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation of offer. The solicitation provisions and/or contract clauses are available in either HTML or PDF format at:

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

<b>Clause No</b>	<b>Clause Title</b>	<b>Date</b>
52.215-1	Instructions to Offerors-Competitive Acquisition	(Jan 2004)
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Alternate IV	(Oct 2010)
52.232-38	Submission of Electronic Funds Transfer Information with Offer	(May 1999)

**11.2 GENERAL INSTRUCTIONS**

- a. Offerors shall furnish the information required by this solicitation. A Standard Form (SF) 18, "Request for Quotation," completed and signed by the offeror, Block 14, constitutes the offeror's acceptance of the terms and conditions of the proposed order. Therefore, the SF 18 must be executed by a representative of the offeror authorized to commit the offeror to contractual obligations.
- b. Offerors are expected to examine this entire solicitation document including all Attachments. Failure to do so will be at the offeror's own risk.
- c. The Government may make award based on initial offers received, without discussion of such offers. Quotes shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in quotes is prescribed in 18 U.S.C. 1001.
- d. Offerors submitting restrictive data will mark it as follows in accordance with the FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, which is incorporated by reference. Clause 52.215-1 states: "Offerors who include in their quotes 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 quote 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 quote or quotation. If, however, a BPA is awarded to this offeror as a result of--or in connection with--the submission of this data, and the Government incorporates the quote 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



## SECTION 11 - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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 quote."

- e. 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 U.S.C. 551).
- f. The authorized negotiator or the signatory of the SF 18 will be notified of the date and time of the oral technical quote presentation. Offerors shall provide the name of the individual, the position title, telephone number, fax number, and electronic mail address of that individual.

### **11.3 SUBMISSION OF QUESTIONS**

Offerors are requested to submit their questions grouped by solicitation section and make reference to the particular Section/Subsection number. Questions must be received before the date specified for receipt of questions. **Questions or requests for extension submitted after the cut-off date will not be considered.**

Any information given to a prospective offeror concerning this solicitation will be furnished promptly to other prospective offerors as an amendment to the solicitation.

### **11.4 AVAILABILITY OF EQUIPMENT AND SOFTWARE**

All commercial hardware and software proposed in response to this solicitation document shall have been formally announced for general release on or before the closing date of the solicitation. Failure to have equipment or software announced prior to submission of quote may render the offeror's quote unacceptable.

### **11.5 GENERAL INFORMATION**

The aggregate sum of all orders awarded under this BPA (the overall estimated value of this BPA) is \$6.0 Billion over a five-year period of performance (assuming all option periods are exercised).

### **11.6 CONTRACTOR SUPPORT DURING TECHNICAL EVALUATION**

The Government expects to have contractor support during the technical evaluation from MITRE, a Federally Funded Research and Development Center (FFRDC). The offeror may sign a non-disclosure agreement with MITRE that addresses the written and oral technical quotes (see GSAM 503.104-4). If a non-disclosure agreement is signed, the non-disclosure agreement shall be submitted with the Written Technical Quote, Part II.

Contact information for MITRE:

Ken Morin, MITRE Contracts Manager, 703-983-2396, kmorin@mitre.org

Or

September O'Brien, MITRE Contracts Manager, 703-983-5184, slobrien@mitre.org

### **11.7 SUBMISSION OF OFFERS**

Each offer shall be in three parts. The offeror shall submit all on the due date indicated on SF 18.

Part I is the written Price Quote and shall contain the following:

- a. Request for Quotation (SF 18) (TAB A)
- b. BPA Supplies or Services and Prices (TAB B)
- c. Sample Order Price Supporting Documentation (TAB C)
- d. Subcontractor/CTA Supporting Documentation (TAB D)
- e. Pricing Assumptions (TAB E)
- f. Organizational Conflict of Interest Statement (TAB F)
- g. Contractor Registration (TAB G)
- h. Electronic Submission of Schedule 70 contract (prime and any teams) (TAB H)

Part II is the Written Technical Quote and shall contain the following:

- a. Technical Questionnaires for Tool Requirements (TAB I)
- b. Sample Order Staffing Plan (TAB J)
- c. Sample Order Detailed Tool Solution (TAB K)
- d. BPA Level Technical / Management Approach to CM Programs (TAB L)
- e. Section 508 Compliance Statement (TAB M)
- f. The offeror shall include a statement in its quote confirming that all applicable License Agreements will comply with the requirement of Section 7.9 (actual License Agreements need not be submitted prior to award). (TAB N)
- g. Statement certifying that software applications and tools are fully functional and operate correctly as intended on systems using the FDCC USGCB, as required by Section 7.12. (TAB O)
- h. Statement certifying that the offeror agrees that all deliverables that involve IT and use IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products, as required by Section 7.13. (TAB P)
- i. Corporate Experience References (TAB Q)
- j. Statement of Small Business Utilization (TAB R)
- k. Technical Assumptions (if any) (TAB S)
- l. Copy of oral technical quote presentation slides (TAB T)

Part III is the Oral Technical Quote presentation and shall contain the following:

Topic 1 Sample Order Technical / Management Approach

1. Sub topic 1a Sample Order Technical Approach
2. Sub topic 1b Sample Order Management Approach

Topic 2 Sample Order Corporate Experience

The CO will schedule the Oral Technical Quote presentation after all offers are received. The Oral Technical Quote presentation shall contain the information shown in paragraph 11.10.

**11.8 SUBMISSION OF THE WRITTEN PRICE QUOTE (PART I)**

Written Price Quotes shall be submitted as an original and an electronic copy uploaded to GSA eBuy. The offeror shall submit all proposed costs using Microsoft Excel software utilizing the formats without cells locked and include all formulas. The quote shall contain the following tabs:

**11.8.1 REQUEST FOR QUOTATION (SF 18) (TAB A)**

When completed and signed by the offeror, constitutes the offeror's acceptance of the terms and conditions of the proposed BPA. Therefore, the form must be executed by representatives of the offeror authorized to commit the offeror to contractual obligations. Offerors shall sign the SF 18 in Block #14.

**11.8.2 BPA SUPPLIES OR SERVICES AND PRICES (TAB B)**

The offeror shall complete a tool price sheet (see Section 9 –Attachment K) for each tool proposed, indicating the price and cumulative discount for one-year term licenses, for a cumulative number of users, expressed in terms of a percentage discount for each item in Section 1 - Supplies or Services and Price/Costs rounded to the nearest whole dollar. While the offeror shall provide one-year term license pricing for all tools proposed, the offeror, may at their option also propose perpetual license pricing for the same products (see Section 9 –Attachment M for instructions). For purposes of completing discounts for software licenses, a “user” may be an actual person, or an addressable or removable device on the system network. Additionally, the offeror shall complete a labor categories rate sheet with all proposed labor rates (see Section 9 – Attachment L).

**11.8.3 SAMPLE ORDER PRICE SUPPORTING DOCUMENTATION (TAB C)**

The information requested in the quote is required to enable the Government to perform a cost or price analysis. The offeror shall prepare a summary schedule for the Sample Order (Section 1 – Supplies or Services and Prices/Costs) which provides the total NTE amount for each CLIN and the total NTE price offered for the Sample Order.

**11.8.4 SAMPLE ORDER PRICE SUPPORTING DOCUMENTATION (TAB D)**

Both teaming and subcontracting are permissible under this RFQ. If a CTA is proposed, each teaming partner shall provide a copy of their applicable GSA Schedule Contract to substantiate the rates offered. In addition, a copy of the CTA agreement shall be submitted to the CO. If subcontracting is proposed, all labor and materials proposed must be contained within the prime contractor's GSA Schedule Contract. Furthermore, the prime contractor shall disclose to the CO a copy of the subcontract pricing and terms and conditions. The Government will evaluate the acceptability of any subcontracting or teaming arrangement as part of its evaluation of price. Failure to provide complete supporting documentation will lead to rejection during RFQ conformance stage, which will result in no further consideration of the offeror's quote.

Subcontractors may submit proprietary data directly to the CO or through the prime contractor in a separate, sealed envelope.

**11.8.5 PRICING ASSUMPTIONS (TAB E)**

Offerors must submit, under a separate tab, all (if any) assumptions upon which the Price Quote is based.

**11.8.6 ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT (TAB F)**

The offeror shall complete and sign an OCI Statement in which the offeror (and any subcontractors, consultants, or teaming partners) disclose information concerning actual or potential OCI affecting the offeror's quote or any work related to this RFQ. The statement should be accompanied by the offeror's plan for mitigation, avoidance, or neutralization, if appropriate.

**11.8.7 CONTRACT REGISTRATION (TAB G)**

The offeror shall submit a statement that the contract vehicle under which this quote is being submitted has been registered in TOS (<https://portal.fas.gsa.gov>) and that all information in TOS is up-to-date.

**11.8.8 ELECTRONIC SUBMISSION OF SCHEDULE 70 CONTRACT (TAB H)**

The offeror shall provide an electronic copy of their and all team members Schedule 70 contract(s).

**11.9 SUBMISSION OF THE WRITTEN TECHNICAL QUOTE, PART II**

Each offeror shall submit all information described in the following paragraphs. The offeror shall provide an original, eight copies, **and an electronic copy uploaded to GSA eBuy** containing all required sections of this Part. The offeror shall restrict their Part II response to no more than 110 pages single-sided or 55 pages double-sided. Each page shall be 8 ½ by 11, using 12 point font, and inclusive of all tables, references, and other attachments. Page limits for each tab are listed in the Sections 11.9.1 – 11.9.10. Information in excess of the page limits will not be evaluated. For the avoidance of doubt, materials or information not set forth in full in the written quote (e.g., extrinsic documents or materials incorporated by reference or reference via a URL) will not be evaluated. If material essential to the Government's ability to evaluate the offer is contained in such excess pages or extrinsic documents, offerors are hereby placed on notice that their rating for the corresponding factor or overall technical proposal rating may be negatively impacted.

**11.9.1 TECHNICAL QUESTIONNAIRE FOR TOOL REQUIREMENTS (TAB I)**

PASS/FAIL ELEMENT: This information is a pass / fail element, see Section 12.4, pass / fail element "a."

The information in this tab does not count towards Part II page limits, see Section 11.9.

The offeror shall complete questionnaires for each of the first four tool requirement areas as noted below (see Section 9 –Attachments B, C, D, and E). The offeror need only propose

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solutions for tool functional areas HWAM, SWAM, CM, and VUL (see Section 9 –Attachment N, and Sections 1.0, 2.0, 3.0, and 4.0), any information in quotes addressing the other functional areas (Sections 2.2.1.5 – 2.2.1.14 will not be evaluated). All proposed items shall be offered on the offeror’s Schedule 70 contract or that of their CTA members. The offeror’s response shall clearly answer “yes” or “no,” to the tool or suite of tools ability to address the specific requirement for each area on the questionnaires. The offeror shall only respond considering the capabilities of their currently released version(s) of their tool(s) (i.e., do not answer considering future un-released versions of the proposed tools). Failure to respond to each area, and fully complete all four questionnaires will result in the Government rejecting the quote as failing a pass / fail, element (see Section 12.4).

- a. Hardware Asset Management complete Attachment B
- b. Software Asset Management complete Attachment C
- c. Configuration Management complete Attachment D
- d. Vulnerability Management complete Attachment E

### **11.9.2 SAMPLE ORDER STAFFING PLAN (TAB J)**

FACTOR 1: This information will be evaluated under Factor 1, Sample Order Technical / Management Approach, see Section 12.4.1, Factor 1.

No page limit is specified for Tab J. However, this tab is included in the total page count for Part II, see Section 11.9.

Using the Sample Order provided at Section 9 – Attachment F, the offeror shall complete a Sample Order staffing plan using the Sample Order Staffing Plan template (see Section 9 – Attachment G).

### **11.9.3 SAMPLE ORDER DETAILED TOOL SOLUTION (TAB K)**

FACTOR 1: This information will be evaluated under Factor 1, Sample Order Technical / Management Approach, see Sections 12.4 and 12.4.1, Factor 1.

The page limit for Tab K, is 60 pages and is included in the overall page limit for Part II, see Section 11.9.

Using the Sample Order provided in Section 9 –Attachment F, the offeror shall address the information requested by Section 2.4.1 a. 5 through 9. The offeror shall provide a detailed discussion of how the proposed tool(s) and solution for the Sample Order meet the requirements of Section 9 –Attachment N, Tool Requirements, for HWAM, SWAM, CM and VUL functional areas, as well as additional capabilities required by the Sample Order.

### **11.9.4 BPA LEVEL TECHNICAL / MANAGEMENT APPROACH TO CM PROGRAMS (TAB L)**

FACTOR 2: This information will be evaluated under Factor 2, BPA Level Technical Management Approach, see Sections 12.4 and 12.4.2, Factor 2.

The page limit for TAB L, including Sections 11.9.4.1 and 11.9.4.2 is 15 pages and is included in the overall page limit for Part II, see Section 11.9.

The offeror shall identify and describe the methodology, techniques, and management approaches to be used in fulfilling the technical requirements identified in the Section 2 – Description / Specifications / Statement of Work. The offeror shall address the following topics in Tab L:

**11.9.4.1 BPA LEVEL TECHNICAL / MANAGEMENT APPROACH (TAB L-a)**

FACTOR 2: This information will be evaluated under Factor 2, BPA Level Technical Management Approach, see Sections 12.4 and 12.4.2, Factor 2.

The offeror shall identify the Management Approach, techniques, and tools that the offeror will use to accomplish the requirements identified to perform the CMaaS tasks and integrate CDM tools quoted. The offeror shall describe how the management approach can be tailored to achieve varying order requirements and manage the complexities of multi-agency requirements under one order. The Management Approach shall describe the following:

- a. The offeror’s approach for providing program management support, process management and control. Discuss how this will be accomplished for orders that have requirements for more than one agency.
- b. The offeror’s approach for implementing and managing projects and deliverables to meet Federal IT security standards, including those provisions noted in Section 7 – Special Contract Requirements and Section 9 –Attachment J.
- c. The offeror’s quality control methodology including testing support for Government acceptance.
- d. The offeror’s knowledge and understanding of information security CM principles and concepts.
- e. The offeror’s approach to identifying and adding new technology and solutions throughout the term of the BPA.
- f. The offeror’s approach to responding to classified requirements, up to and including TS, if required by an order RFQ.

**11.9.4.2 BPA LEVEL KEY PERSONNEL AND PROJECT STAFFING (TAB L-b)**

FACTOR 2: This information will be evaluated under Factor 2, BPA Level Technical Management Approach, see Sections 12.4 and 12.4.2, Factor 2.

The offeror shall discuss their project staffing approach for the BPA, describing the staffing strategy for building a team to respond to order RFQs. The offeror shall specifically address the following:

- a. The offeror’s approach to sourcing, selecting, hiring, and replacing qualified technical staff to provide CMaaS services. Include a discussion of hiring timeframes. Specifically address any technical certifications staff will require to implement the quoted tools or perform the CMaaS services and how the contractor’s staff will obtain / maintain these certifications.
- b. The offeror’s approach to providing staff with security clearances up to and including TS/SCI if required by an order RFQ.

**11.9.5 SECTION 508 COMPLIANCE STATEMENT (TAB M)**

PASS/FAIL ELEMENT: This information is a pass / fail element, see Section 12.4, pass / fail element “d.”

No page limit is specified for Tab M. However, this tab is included in the total page count for Part II, see Section 11.9.

The offeror’s Written Quote shall include a statement indicating its capability to comply with Section 508 requirements throughout its performance of this BPA in compliance with Section 7.6. The offeror’s quote will be evaluated to determine whether it includes a statement indicating its capability to comply with Section 508 requirements throughout its performance of this BPA. Any quote that does not include a statement indicating the offeror’s capability to comply with Section 508 requirements throughout its performance of this BPA shall be eliminated from further consideration for award.

**11.9.6 COMMERCIAL SOFTWARE LICENSE AGREEMENTS STATEMENT (TAB N)**

PASS/FAIL ELEMENT: This information is a pass / fail element, see Section 12.4, pass / fail element “c.”

No page limit is specified for Tab N. However, this tab is included in the total page count for Part II, see Section 11.9

The offeror shall include a statement in its quote certifying that all applicable License Agreements will comply with the requirement of Section 7.9 (actual License Agreements need not be submitted prior to award). Any quote that does not include a statement indicating this compatibility shall be eliminated from further consideration for award.

**11.9.7 FDCC AND USGCB COMPATIBILITY STATEMENT (TAB O)**

PASS/FAIL ELEMENT: This information is a pass/fail element; see Section 12.4, pass/fail element “e.”

No page limit is specified for Tab O. However, this tab is included in the total page count for Part II, see Section 11.9.

The offeror shall certify that software applications and tools are fully functional and operate correctly as intended on systems using the FDCC and/or USGCB (FDCC has been superseded by USGCB, so software may have been tested on one, or both, depending on when it was produced), as required by Section 7.11. Any quote that does not include a statement indicating this compatibility shall be eliminated from further consideration for award.

**11.9.8 IPv6 COMPLIANCE STATEMENT (TAB P)**

PASS/FAIL ELEMENT: This information is a pass/fail element; see Section 12.4, pass/fail element “f.”

No page limit is specified for Tab P. However, this tab is included in the total page count for Part II, see Section 11.9.

The offeror shall certify that all deliverables that involve IT that use IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and

products; and it has IPv6 technical support for fielded product management, development and implementation available. If the offeror plans to offer a deliverable that involves IT that is not initially compliant, the offeror agrees to (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available. Any quote that does not include a statement indicating this compliance shall be eliminated from further consideration for award.

**11.9.9 CORPORATE EXPERIENCE REFERENCES (TAB Q)**

FACTOR 3: This information will be evaluated under Factor 3, Sample Order Corporate Experience, see Sections 12.4 and 12.4.3, Factor 3.

The page limit for Tab Q, is 6 pages, and is included in the overall page limit for Part II, see Section 11.9.

The offeror shall discuss its Corporate Experience that reflects experience on no more than three projects where the offeror provided services to implement the HWAM, SWAM, CM, and/or VUL tools that the offeror is proposing in Section 11.9.1, and that when the projects are combined, are similar in size, scope, and complexity to the requirements of the Sample Order Section 9 –Attachment F. For purposes of completing this tab, project size refers to the number of information technology devices in the system environment where the work was performed. Project scope refers to the implementation of HWAM, SWAM, CM, and VUL continuous monitoring tools and services. Complexity refers to the technical and project management requirements.

The offeror shall discuss the scope of work, the period during which the work occurred, the dollar value of the work performed, the number of devices in the system environment, the client and project, the specific responsibilities of the offeror, major deliverables produced, and performance measures/service levels applied.

Team member experience may be used for up to two of the three projects. The Government will consider Team Lead and Team Member work equally. Team Lead and Team Member work will be weighted equally when assessing Corporate Experience. For prime / sub relationships, the Corporate Experience must come from the prime. The Corporate Experience information must be submitted in the format provided in Section 9 - Attachment H. The offeror should ensure that all of the points of contact are aware that they may be contacted by the Government as part of the evaluation of the offeror's quote.

**11.9.10 STATEMENT OF SMALL BUSINESS UTILIZATION (TAB R)**

PASS/FAIL ELEMENT: It is a pass/fail element for the offeror to provide this statement see Section 12.4, pass / fail element "g."

FACTOR 2: The information provided in this statement will be evaluated under Factor 2, BPA Level Technical / Management Approach, Sections 12.4 and 12.4.2, Factor 2.

No page limit is specified for Tab R. However, this tab is included in the total page count for Part II, see Section 11.9.

The DHS and GSA are committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, disadvantaged small, women-owned small, veteran-owned small and



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service-disabled veteran owned small business concerns to participate in the performance of this BPA. This acquisition will have a strong preference for Contractor Teaming Arrangements that include Small Business concerns.

The greatest preference will be to establish BPAs with small team leads or prime contractors that demonstrate aggressive small business utilization. Aggressive small business utilization goals are goals that are equal to or greater than the percentages below, a greater percentage above what is in the contractor's GSA Schedule contract.

<b>GOALING CATEGORY</b>	<b>GOAL</b>
<b>Small Business (SB)</b>	<b>30.00%</b>
<b>Small Disadvantaged Business (SDB)</b>	<b>5.00%</b>
<b>Women-Owned Small Business (WOSB)</b>	<b>5.00%</b>
<b>HUBZone Small Business (HUBZone)</b>	<b>3.00%</b>
<b>Service-Disabled Veteran-Owned Small Business (SDVOSB)</b>	<b>3.00%</b>

Offerors shall:

- a. Identify the extent to which Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), HUBZone Small Businesses (HUBZones), Small Disadvantaged Businesses (SDBs), and Woman-Owned Small Businesses (WOSBs) will be utilized in the performance of orders under the BPA. The offeror shall also identify its own participation as a SB, VOSB, SDVOSB, HUBZone, SDB, or WOSB.
- b. Identify the names of the SBs, VOSBs, SDVOBs, HUBZones, SDBs, or WOSBs who will participate on the BPA, the products and/or services to be performed, and the estimated percentage of work expected for each.
- c. Address the extent of commitment to utilize the team members in performance of the BPA (for example, length of the relationship, whether there is a written agreement, and key elements of the agreements).
- d. Provide prior performance information, if any, on no more than five contracts that were performed within the three years from the proposal submission date that included FAR clause 52.219-8, Utilization of Small Business Concerns and show the actual performance or compliance with this FAR clause. Offeror's Prior Small Business Performance Information shall include the following:
  1. Name of the contracting activity
  2. Contract number
  3. Total contract value
  4. List of major subcontractor(s)/teaming partner(s)
  5. The role(s) of the subcontractor(s)/teaming partner(s) involved

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6. The applicable goals and actual performance (dollars and percentages) for subcontracting/teaming with the types of small business concerns listed in FAR Clause 52.219-8, Utilization of Small Business Concerns.
- e. If applicable, the offeror may provide information on subcontracting related problems encountered on the contracts identified above, and corrective actions taken to resolve those.

### **11.9.11 TECHNICAL ASSUMPTIONS (TAB S)**

FACTOR 1, 2 and/or 3: This information (if provided) is evaluated as part of the factor to which it pertains.

No page limit is specified for Tab S. However, this tab is included in the total page count for Part II, see Section 11.9.

Offerors shall identify and address assumptions affecting the Technical Quote citing the component(s) of the quote to which they pertain.

The Government reserves the right to reject any quote that includes any assumption that adversely impacts the Government's requirements.

### **11.9.12 COPY OF ORAL TECHNICAL QUOTE PRESENTATION SLIDES (TAB T)**

This tab does not count toward the page limit for Part II, see Section 11.9.

Offerors shall provide appropriately bound hard copies of the presentation materials (including slides, transparencies).

### **11.10 PART III – ORAL TECHNICAL QUOTE PRESENTATION**

Each offeror shall make an Oral Technical Quote presentation and, if the Government has questions, participate in a question and answer (Q&A) session led by the CO and participated in by the Technical Evaluation Board (TEB) Members and other representatives of the Government. The offeror must be prepared to answer questions about the Oral Technical Quote presentation and the Written Technical Quote in the Q&A session. The Oral Technical Quote presentation and Q&A session will be held at the unclassified level. The Oral Technical Quote presentation will be used to assess the offeror's capability to satisfy the requirements set forth in the RFQ. The offeror's Oral Technical Quote presentation shall contain the information in Section 11 - Instructions, Conditions, and Notices to Offerors and Respondents.

The contents of all quotes will be delivered to FEDSIM at the same time. The Oral Technical Quote presentation, Part III, shall be separately bound from Parts I and II.

Oral Technical Quote presentation materials will be distributed to the TEB members for the first time just before the offeror's scheduled presentation time.

Oral Technical Quote presentation slides presented that differ from slides delivered with the technical proposal will not be evaluated.

### **11.10.1 ORAL TECHNICAL PROPOSAL PRESENTATION PARTICIPATION**

The Government expects that Technical Advisors from MITRE and FFRDCs will participate as non-voting, technical advisors to the TEB.

### **11.10.2 ORAL TECHNICAL QUOTE PRESENTATION CONSTRAINTS**

The offeror shall identify the authors of the presentation by name and association with the offeror. Attendance at the presentation and the subsequent Q&A session shall be limited to no more than five of the offeror's presenters who are from the team who crafted the sample order solution in the offeror's quote. The presenters must be able to present with sufficient depth, detail, clarity, and coherence that is sufficient for the Government to clearly understand and evaluate the quote. If the offeror has any named Key Personnel in their Sample Order response, these personnel are encouraged to attend and present. In addition to presenters, the offeror may have an additional three people (e.g., CEO's, company presidents, or contract representatives) attend, but will not be allowed to participate in the presentation. Any of the three additional personnel may make a brief introduction which will not be evaluated, but will count towards the offeror's allotted time. For the remainder of the presentation, only those personnel designated shall present.

The offeror will be given 15 minutes for set up. The Oral Technical Slides will be distributed to the TEB for the first time just prior to start of the scheduled start time. After opening remarks by the Government, the offeror will be given up to 90 minutes to present. The presentation will be stopped precisely after 90 minutes. Any slides not presented within the presentation timeframe, shall be removed from the TEB's bound copies, and will not be evaluated.

Upon completion of the presentation, the Government will caucus for no more than 90 minutes. The Government may use this time to formulate limited clarification questions regarding the technical written and/or oral technical quote if it deems such questions necessary. Clarification questions may address minor uncertainties or irregularities, such as apparent clerical or math errors; their purpose is not to cure deficiencies or material omissions, and no revised quotes will be requested or accepted. At the Government's discretion, the Contracting Officer or Technical Evaluation Board (TEB) Chairman will then lead a clarification session, not exceeding one hour, during which the clarification questions (if any) will be presented to the offeror and discussed. The offeror may briefly caucus to coordinate responses to specific requests for clarification. The total presentation, caucus, and clarification session will not exceed three to four hours.

The CO and the TEB Chairman will be responsible for ensuring the schedule is met and that all offerors are given the same opportunity to present and answer questions. Offerors shall provide eight appropriately bound hard copies of the presentation materials (including slides, transparencies). Only those slides actually discussed and presented will be considered in the technical evaluation.

### **11.10.3 ORAL TECHNICAL QUOTE PRESENTATION MEDIA**

There is no limit to the number of slides that can be presented during the oral technical presentation, but only those slides actually presented during the oral presentation will be considered for evaluation (Oral Technical Quote presentation slides shall be submitted in advance with the written submission). Any slides over and above those presented during the oral presentation will be returned to the offeror and will not be evaluated as part of this source

selection. No other media may be used. Presentation media is limited to computer-based graphics of the offeror's choice or normal viewgraph slides displayed using an appropriate projector. Unobtrusive company logos or names can be inserted in any or all slides. Slides should be sequentially numbered in the lower right corner. Transition effects shall not be used. The slides shall not contain any fonts smaller than a proportionally spaced font (such as Times New Roman) of at least 12 point.

Except for the screen provided in the conference room, the Government will provide no equipment. The offeror shall be responsible for any equipment necessary for the presentation.

#### **11.10.4 ORAL TECHNICAL QUOTE PRESENTATION SCHEDULING**

The CO will schedule the Oral Technical Quote presentation with the authorized negotiator or the signatory of the SF 18. Time slots will be assigned randomly and may not be changed or traded. The Government reserves the right to reschedule any offeror's Oral Technical Quote presentation at its sole discretion.

Oral Technical Quote presentations will be given at facilities designated by the CO. The exact location, seating capacity, and any other relevant information will be provided when the presentations are scheduled.

#### **11.10.5 RECORDING OF THE ORAL TECHNICAL QUOTE PRESENTATION**

The offeror may **not** record or transmit any of the oral presentation process. All offeror's electronic devices shall be removed from the room while the Government is caucusing after the oral presentation.

#### **11.10.6 ORAL TECHNICAL QUOTE PRESENTATION TOPICS**

The Government does not expect the offeror to provide a thorough presentation of those items already submitted in writing in Part II. Instead, the offeror shall address this information under the topics provided below. The Oral Technical Quote presentation shall include the following topics and be organized in the following order:

- a. Topic 1 Sample Order Technical / Management Approach
  1. Sub topic 1a Sample Order Technical Approach
  2. Sub topic 1b Sample Order Management Approach
- b. Topic 2 Sample Order Corporate Experience

**METHODOLOGY.** For this acquisition the term “methodology” is defined as the system of practices, techniques, procedures and rules as required by this BPA. This definition is based on the Project Management Institute's Project Management Body of Knowledge. For the avoidance of doubt, the Government is seeking a coherent discussion of *how* the offeror proposes to meet its requirements, rather than a mere restatement of the requirements or a mere listing of *what* it proposes to do. The latter will not be deemed to constitute a methodology.

**11.10.6.1 SAMPLE ORDER TECHNICAL / MANAGEMENT APPROACH (TOPIC 1)**

FACTOR 1: This information will be evaluated under Factor 1, Sample Order Technical / Management Approach, see Sections 12.4 and 12.4.1, Factor 1.

The offeror shall describe their technical and management approach to accomplishing the requirements of the Sample Order contained Section 9 –Attachment F. The following sub topics shall be addressed:

**11.10.6.1.1 SAMPLE ORDER TECHNICAL APPROACH (SUB TOPIC 1a)**

FACTOR 1: This information will be evaluated under Factor 1, Sample Order Technical / Management Approach, see Sections 12.4 and 12.4.1, Factor 1.

Describe the offeror’s technical approach for accomplishing the requirements contained in the Sample Order, to include the offeror’s choice of tools, rationale for those choices, and solution architecture.

- a. Discuss the Sample Order System Implementation Architecture, as outlined in Sections 2.4.1.a.1) through 2.4.1.a.9) of the Sample Order, (Section 9 - Attachment F).
- b. Discuss the Security Model and Accreditation Package as outlined in Sections 2.4.1.b and 2.4.1.b.1) through 2.4.1.b.7) of the Sample Order, (Section 9 - Attachment F).
- c. Discuss the Plan for Transition to Production Operations as outlined in Sections 2.4.1.d and 2.4.1.d.1) through 2.4.1.d.3) of the Sample Order, (Section 9 - Attachment F).
- d. Discuss the Plan for Production Operations as outlined in Sections 2.4.1.e.1) through 2.4.1.e.4) of the Sample Order, (Section 9 - Attachment F).
- e. Discuss the Plan for Governance Support as outlined in Sections 2.4.1.f 1) through 2.4.1.f.4) of the Sample Order, (Section 9 - Attachment F).

**11.10.6.1.2 SAMPLE ORDER MANAGEMENT APPROACH (SUB TOPIC 1b)**

FACTOR 1: This information will be evaluated under Factor 1, Sample Order Technical / Management Approach, see Sections 12.4 and 12.4.1, Factor 1.

Describe the offeror’s management approach for accomplishing the requirements contained in the Sample Order, to include the following:

- a. Discuss the rationale for the labor categories, level of effort, and organizational structure detailed in the offeror’s Sample Order staffing plan, provided in Part II of the Quote (see Section 11.9.2). The offeror shall discuss labor categories quoted, technical qualifications required, and experience required for the quoted team. Also, the offeror may quote additional Key Personnel positions in addition to those noted in Section 7 – Special Contract Requirements of the Sample Order.
- b. Describe the offeror’s Key Personnel selection rationale, the qualifications in terms of education and experience, and offeror’s ability to source those personnel to fill the Key Personnel positions. The offeror may name actual staff for Key Personnel positions who meet the qualifications of the Sample Order, but naming staff for these positions is not required.

## SECTION 11 - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

The Sample Order in Section 9 – Attachment F is a notional sample for evaluation purposes. However, the Government has attempted to make the Sample Order as close to potential future BPA orders as possible.

### **11.10.6.2 SAMPLE ORDER CORPORATE EXPERIENCE (TOPIC 2)**

FACTOR 3: This information will be evaluated under Factor 3, Sample Order Corporate Experience, see Sections 12.4 and 12.4.3, Factor 3.

The offeror shall provide an overview of its Corporate Experience detailed in the written technical proposal (see Section 11.9.8) that reflects experience on projects where the offeror provided services to implement the HWAM, SWAM, CM, and/or VUL tools that the offeror is proposing in Section 11.9.1, and that when the projects are combined, are similar in size, scope, and complexity to the requirements of the SO Section 9 –Attachment F. The offeror shall discuss the scope of work, the period during which the work occurred, the dollar value of the work performed, the client and project, the specific responsibilities of the offeror, major deliverables produced, and performance measures/service levels applied.

### **11.11 DELIVERY INSTRUCTIONS**

Offerors shall provide one electronic copy of the cost and technical quote in GSA eBuy. FEDSIM will provide email confirmation of receipt of the quote in GSA eBuy. Offerors shall deliver written quotes (Parts I, II, and III) and receive acceptance from:

Erin Conaty  
GSC-QF0B- 13-32662  
FEDSIM Project Number 12083HSM  
GSA FAS AAS FEDSIM  
2100 Crystal Drive  
Suite 800  
Arlington, VA 22202

Quotes not received by 11:00 a.m. Eastern Time (ET) on the date stated in cover letter will not be considered.

## SECTION 12 - EVALUATION FACTORS FOR AWARD

### **12.1 METHOD OF AWARD**

The Government anticipates awarding a minimum of five BPAs. BPAs will be awarded to offerors whose quote is the most advantageous to the Government, price and other factors considered. Technical quotes will be evaluated based on the factors described in Section 12.4. A narrative adjectival rating system will be used to evaluate technical quotes. Numerical scoring or ranking of quotes will not be performed by the TEB. All evaluation factors other than price, when combined, are significantly more important than price. Awards will be made to the offerors whose quote is determined to be the best value for the Government.

If an award is made to an offeror that is part of a CTA, award of the BPA will be made only to the designated CTA Team Lead (i.e., a single BPA number will be assigned to the entire Team under the name of the CTA Team Lead), with each Team Member properly identified in the single award document. The Government intends to solicit only to the BPA Team Lead for all orders.

Quotes shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in quotes is prescribed in 18 U.S.C. 1001.

If an offeror's quote is rejected by the Government for failure to meet a pass/fail criterion, evaluation of the offeror's quote will stop and the offeror will be notified that they are not being considered for award.

### **12.2 EXPLANATION FOR BASIS OF AWARD**

This award will be made under FAR 8.4; formal debriefings will not be conducted. In accordance with FAR 8.405-2(d), a written brief explanation of the basis for the award decision shall be provided upon request.

### **12.3 PRICE QUOTE EVALUATION**

The offeror's written price quote will be evaluated by the Government. This evaluation will be concurrent with the technical evaluation. Prices that are excessively high or low (without sufficient justification) may be considered unrealistic and unreasonable and may receive no further consideration. All products and labor categories offered must be on the offeror's GSA IT Schedule 70. Any quote that is not at or below the offeror's current IT Schedule 70 contract prices will not be considered for award. No further information will be requested from that offeror. A determination of price reasonableness will also include a determination by the CO that proper discounts have been offered commensurate with maximum order thresholds for prime contractors and teaming partners and in accordance with subcontractor arrangements. The Government reserves the right to reject any quote that includes any assumption that adversely impacts the Government's requirements.

To help the Government determine the basis for fair and reasonable pricing, the offeror shall provide technical approach and staffing for the Sample Order (see Section 9 –Attachments F and G). The Sample Order response will be evaluated for price and technical factors, and this evaluation is part of the evaluation of the offeror's quote.

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Government will evaluate each price quote for the reasonableness of its pricing and will take into consideration the offeror's proposed labor mix and hours proposed for the sample order. Price reasonableness will be determined by looking at whether the total price is reasonable, since labor and material rates set forth in GSA Schedule contracts are deemed fair and reasonable under FAR 8.404(d). Also, the Government will consider team discounts that are required to remain in effect for the period of performance of the order.

### **12.3.1 ORGANIZATIONAL CONFLICT OF INTEREST**

Tab F will be evaluated to assess whether or not an actual or potential OCI exists. If an actual or potential conflict of interest is identified that cannot be mitigated, avoided, or waived in accordance with FAR Part 9.5, that offeror will be ineligible for award.

### **12.3.2 PRICE ASSUMPTIONS**

The Government reserves the right to reject any quote that includes any price assumptions that may adversely impact satisfying the Government's requirements.

### **12.4 TECHNICAL EVALUATION FACTORS**

The technical evaluation will be concurrent with the price quote evaluation. The Government will use a two day process to evaluate technical quotes. The first day, the TEB will review the offeror's Part II, written Technical Quote. Copies of the Part II quotes will be distributed for the first time to TEB members during the morning of the Part II evaluation. The next day will be the Part III, Oral Quote, followed by a final technical evaluation that considers both Part II and Part III. A failure on any single Pass/Fail criteria below will make the quote ineligible for award, with no further evaluation of the technical and pricing quote accomplished by the Government.

#### Pass/Fail Elements:

The following are the Pass/Fail requirements:

- a. The Government will reject any quote that does not have completed tool functional questionnaires for HWAM, SWAM, CM, and VUL functions (see Section 11.9.1). Also, the Government will reject any quote where the response for any item on any of the four questionnaires indicates "no" or is blank, thus not confirming that the offeror's tool(s) can meet the specific requirement with their current released version(s).
- b. The Government will reject any quote that does not indicate that the offeror and/or teaming partners (if any) do not collectively possess the required products or services on their Schedule 70 contract.
- c. The Government will reject any quote that does not provide a commercial software license compliance statement (Section 11.9.6) that confirms that all applicable License Agreements will comply with the requirement of Section 7.10.
- d. The Government will reject any quote that does not provide a Section 508 Compliance Statement indicating the offeror's ability to comply with Section 508 requirements throughout its performance of this BPA (Section 11.9.5).
- e. The Government will reject any quote that does not certify that all commercial software products proposed are compatible with the FDCC and/or USGCB (Section 11.9.7).



## SECTION 12 - EVALUATION FACTORS FOR AWARD

- f. The Government will reject any quote that does not certify that all IT that uses IP (products, services, software, etc.) complies with IPv6 (Section 11.9.8).
- g. The Government will reject any quote that does not have a Statement of Small Business Utilization (Section 11.9.10).

The Government will evaluate Technical Quotes (Section 11 - Instructions, Conditions, and Notices to Offerors or Respondents, Part II and Part III) based on the following factors:

- Factor 1: Sample Order Technical / Management Approach, includes Tab K, of Part II, see Section 11.9.3, Tab J, of Part II, see Section 11.9.2, and oral presentation Topic 1, Section 11.10.6.1.
- Factor 2: BPA Level Technical Management Approach includes Tab L, Section 11.9.4, and the information provided in the Statement of Small Business Utilization Tab R, Section 11.9.10.
- Factor 3: Sample Order Corporate Experience includes Tab Q, Section 11.9.9 and Part III, Topic 2, see Section 11.10.6.2.

The Technical Quote evaluation factors are listed in descending order of importance. All three technical factors combined are significantly more important than price. The Government will combine the results of the written and oral submissions to arrive at a rating for the technical evaluation factors as a whole. The receipt of an evaluation rating of Not Acceptable in any single Factor may result in the overall quote being determined Not Acceptable and therefore ineligible for award.

**Adjectives utilized in paragraphs 12.4.1, 12.4.2, 12.4.3, and 12.4.4 are defined as follows:**

- **Beneficial – Producing good or helpful results or effects. Providing benefit.**
- **Clear – Easy to understand.**
- **Relevant – Specific to these requirements. Directly connected with the Government’s requirements, conditions, standards, and processes.**
- **Comprehensive – Encompasses all aspects of the approach. Complete.**
- **Detailed – Facilitates a full understanding of the proposed solution. Thorough. Includes minute details.**
- **Efficient – Capable of producing results without waste of materials, time, or effort.**
- **Feasible – Possible to do easily or conveniently within typical resource constraints.**
- **Practical – Likely to succeed and be effective in actual practice.**
- **Quickly – Promptly, rapidly, above normal speed.**

### **12.4.1 FACTOR 1: SAMPLE ORDER TECHNICAL MANAGEMENT APPROACH**

The Government will evaluate the degree to which the offeror’s Technical / Management Approach to the Sample Order reflects a beneficial, efficient, feasible, and practical solution to meet the requirements of the Sample Order.

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The Government will also evaluate the detail, benefit, and comprehensive approach to implementation of the offeror's quoted suite of tools, using CMaaS services, for large, complex Government IT environments. The offeror's Technical / Management approach to the Sample Order will be evaluated based on the degree to which it demonstrates:

- a. A beneficial, feasible, and comprehensive solution to HWAM, SWAM, CM, and VUL functional areas.
- b. A beneficial, feasible, relevant, efficient and comprehensive approach to the Sample Order System Implementation Architecture.
- c. A beneficial, practical, and comprehensive approach to the Sample Order Security Model and Accreditation Package that minimizes security risk.
- d. A beneficial, feasible, efficient, and comprehensive approach to the Sample Order Plan for Transition to Production Operations.
- e. A beneficial, feasible, and practical approach to the Sample Order Plan for Production Operations.
- f. A beneficial, feasible, and efficient approach to the Sample Order Plan for Governance Support.
- g. A beneficial and efficient approach to staffing the Sample Order that maximizes efficiency and minimizes risk, as reflected in the staffing plan for accomplishing the work outlined in the Sample Order.
- h. The practicality of the offeror's methodology to provide Key Personnel with appropriate qualifications to accomplish the requirements of the Sample Order.

### **12.4.2 FACTOR 2: BPA LEVEL TECHNICAL / MANAGEMENT APPROACH**

The Government will evaluate the degree to which the offeror's BPA Level Technical / Management Approach reflects an effective, efficient, feasible, and practical solution to the Government's BPA requirements (see Section 2 Description / Specification / Statement of Work). This includes an evaluation of the offeror's level of understanding security information CM concepts. The Government will also evaluate the offeror's ability to accomplish the requirements of this BPA from a management approach, including those areas described in Section 11.9.4, with minimal risk and innovative and cost effective ideas. The Government will also evaluate the project management strategy including approach to managing a single order with requirements from multiple agencies. The offeror's plan to utilize small business in a feasible way, with meaningful allocation of work, will also be evaluated. The offeror's technical / management approach will be evaluated based on the degree to which it is clear, comprehensive, detailed, effective, and demonstrates:

- a. Efficient and effective approach for project managing the complex order environment where one or more Federal agencies may be supported by the scope of a single order.
- b. Beneficial and comprehensive approach and methodology for meeting Government security standards including those outlined in Section 7 – Special Contract Requirements and Section 9 – Attachment J.
- c. Beneficial, detailed quality control processes to ensure the high quality of deliverables.

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- d. Beneficial understanding of information security CM principles and concepts.
- e. Practical processes to identify and add new technology solutions during the term of the BPA.
- f. Practical processes to staff orders quickly and efficiently.
- g. Efficient methodology for maintaining the technical expertise of personnel. The offeror's methodology and processes that will be used to ensure that the personnel working on order requirements are qualified to perform the work and possess appropriate certifications.
- h. Practical methodology for providing staff with security clearances up to and including TS/SCI if required by an order RFQ.
- i. Beneficial and feasible plans to utilize small businesses with meaningful distribution of work.

### **12.4.3 FACTOR 3: SAMPLE ORDER CORPORATE EXPERIENCE**

The Government will evaluate the offeror's Corporate Experience with each tool quoted (Section 11.9.1) that reflects/identifies experience on projects where the quoted tools were used to accomplish the HWAM, SWAM, CM, and VUL functions. The Corporate Experience factor will be evaluated based on the degree to which the offeror meets the requirements described in Sections 11.9.9 and 11.10.6.2 and the following:

- a. Corporate experience reflects/identifies experience on projects that when combined are similar in size, scope and complexity to the requirements contained in Section 2 – Description / Specification / Statement of Work of the Sample Order in Section 9 – Attachment F.
- b. Corporate experience submission provides information that provides the Government confidence that the offeror can successfully perform the CMaaS services.
- c. Team member experience may be used for up to two of the three projects. The Government will consider Team Lead and Team Member work with equal weight. For prime / sub relationships, the Corporate Experience must come from the prime. The Corporate Experience information must be submitted in the format provided in Section 9 - Attachment H. The offeror should ensure that all of the points of contact are aware that they may be contacted by the Government as part of the evaluation of the offeror's quote.

### **12.5 TECHNICAL ASSUMPTIONS**

Offeror assumptions will be reviewed in the context of the technical factor to which they apply. The Government reserves the right to reject any quote that includes any assumption that may adversely impact satisfying the Government's requirements.