



# FEMA



Department of Homeland Security (DHS)  
Federal Emergency Management Agency (FEMA)

Grants Management Modernization (GMM)  
Software, Platforms, and Application using Agile  
Release for Consolidation (SPARC)

Request for Quote (RFQ)  
Blanket Purchase Agreement (BPA)  
RFQ # 70FA3018Q00000012

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- GMM Mission Analysis Workbook
- As-is business processes (zip)
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- GMM ORD Final
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- Instruction Manual DHS Agile Development and Delivery for IT
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- Draft Capabilities and Constraints documents (zip)
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**Section I - Overview**  
**Grants Management Modernization (GMM)**  
**Request for Quote (RFQ)**

The Federal Emergency Management Agency (FEMA) intends to award a single Blanket Purchase Agreement (BPA) under the General Service Administration (GSA) Federal Supply Schedule (FSS) for the Grants Management Modernization (GMM), Systems and Platform using Agile Releases and Consolidation (SPARC). The method of competition is unrestricted. The Request for Quote (RFQ) will be solicited under GSA Schedule 70, SIN 132-51, The North American Industry Classification Code System (NAICS) code is 541512 Computer System Design Services and the small business size standard is \$27.5 million

**GSA Schedule**

At the time of award for this BPA and prior to the exercise of BPA options years, the Quoters must have a valid GSA Schedule in effect that covers the appropriate performance year of the BPA. Also the current Schedule must be posted at GSA Advantage in accordance with GSA terms and conditions. Failure to comply will result in the Quoters being ineligible for award or in the case of options the order/BPA may not be renewed. The Quoters shall notify the Contracting Officer no later than 12 months before its GSA schedule expiration whether or not they will be establishing a new GSA schedule, extend its current schedule or establishing a new schedule with similar scope.

The BPA established as a result of this RFQ will be based on the Quoters current GSA 70 schedule contract and discounts provided. In the event that the successful BPA holder has their current GSA 70 schedule contract canceled or it expires, or is awarded a new GSA 70 schedule contract, the Government reserves the right to transfer the new GSA 70 schedule contract if the current Schedule contract is canceled or expired and a new one has been awarded, but prior to doing that the Contracting Officer must ascertain that the new GSA Schedule does not contain terms and conditions unfavorable to FEMA and new price reductions are negotiated.

Requirement details, agency specific and GSA terms and conditions, and FAR Clauses will be incorporated and applicable to all orders awarded under the BPA.

**Transfer of Source Code, Software Licenses, and Accounts at Close of Contract**

Upon the completion of the period of performance or upon any other termination of this contract, Contractor shall provide the Government (1) all source code it develops or generates in the course of its performance under this contract; (2) all software licenses, including without limitation all licenses for development or automation tools, software embedded within equipment, or incorporated into application code, that it acquired or generated in course of its performance under this contract; and (3) all user accounts, service accounts, or developer accounts for cloud service providers Contractor acquired, generated or used in the course of its

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performance under this contract. All such code, licenses, or accounts shall be the property of the Government; and shall be delivered to the Government within 30 days of the completion or termination of this contract, or as the FEMA Contracting Officer may from time to time direct during the progress of the work.

### 1. Authority

Pursuant to FAR 8.405-3, a single Blanket Purchase Agreement (BPA) will be awarded to a single contractor as a result of this Request for Quote (RFQ) for the Federal Emergency Management Agency (FEMA) Grants Management Modernization (GMM) Program.

### 2. Term

The BPA term is one (12) month base period and four (12) month option periods. The total contract duration if all options are exercised is five years.

#### 2.1 Period of Performance (Actual date will be filled in at time of award)

Base Period: Date of award (DOA) through 12 months  
Option Year 1: 13 through 24 months  
Option Year 2: 25 through 36 months  
Option Year 3: 37 through 48 months  
Option Year 4: 49 through 60 months

#### 2.2 Order Period of Performance

The BPA expires when the Contractor's GSA MAS contract, which the BPA is predicated upon, expires. Orders issued against the BPA will have their own period of performance, which may be up to five years. Orders issued prior to but not completed before the BPA expires shall be completed (including any order options) in accordance with the BPA Contractor's GSA Schedule contract FAR Clause 52.216-22.

#### 2.3 BPA Volume

The Government estimates, but does not guarantee, that the volume of purchases under the entire BPA will be approximately \$80 million over the BPA's five (5) year term. However, the Government is obligated only to the extent of authorized purchases actually made under the BPAs. There is no guaranteed minimum order quantity or dollar amount.

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### 3. Place of Performance

The place of performance shall be the Government and Contractor's facilities. The primary place of performance shall be the Contractor's facilities where system design development and integration activities will occur. The contractor facility shall be located in the National Capital Region, in close proximity to the FEMA facility at 500 C St. SW Washington, DC.

Meetings, and briefings are anticipated to be performed primarily at FEMA Headquarters offices, located at 500 C Street SW, Washington, D.C., or other Government-specified locations in Washington D.C and Winchester VA. Meetings may also occur at the contractor's work site, especially when close collaboration between stakeholders and the development team is needed. The Contractor shall provide dedicated workspace, such as a team room, to

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accommodate up to six Government representatives and/or contract FEMA IV&V testers.

Telework options may be available. Telework must be preapproved by the COR in writing.

### **4. Travel**

Contractor travel is anticipated for this requirement to interact with system users. Travel must be pre-approved by the COR. All travel shall be in accordance with the Federal Travel Regulations and FAR 31.205-46. If applicable, a not-to-exceed travel amount will be identified under a separate CLIN on each Order.

### **5. Order Type**

BPA Orders will be Firm Fixed Price (FFP) and Time and Materials (T&M). Fixed hourly rates are applicable.

### **6. Attachment 1 – GMM SPARC Price Template**

Fully-burdened labor rates include all direct labor and indirect costs applicable to that direct labor (such as fringe benefits, overhead, G&A), and profit. The fully-burdened hourly rates are ceiling rates. **FEMA is seeking price discounts from your GSA Schedule.**

#### **6.1 Government Site and Contractor Site**

##### **Government Site Rates**

When performing at Government sites, the Contractor shall furnish fully-burdened labor rates. The Government will provide only office space and may provide furniture and office equipment and supplies, as specified in individual call orders. Situational or regular telework, when authorized under individual call orders, is considered Government Rates.

##### **Contractor Site Rates**

When performing at a Contractor site, the fully-burdened labor rates shall include applicable indirect costs for work space and all normal supplies required to support the work.

##### **Firm- Fixed-Price (FFP) Call Orders**

For FFP type call orders, the quantity of each item or labor category ordered will be multiplied against the rate listed in this schedule, or as negotiated if lower rates are proposed; and the cumulative extended total of all items ordered will define the firm-fixed price. FFP type call orders shall align to the Contractor's technical approach to the work as proposed, and partial payment of FFP type orders may be negotiated based on the completion of milestones/deliverables.

##### **Time and Material (T&M) Type Call Orders**

For labor hour T&M orders, the quantity of hours ordered from each labor category will be specified as deliverable hours billable at the ceiling rates or as negotiated. For T&M type call orders, profit on materials is not allowable. Further, travel shall be priced in accordance with Federal Travel Regulations. The cumulative extended total of all labor categories ordered plus

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materials and travel will define the call order ceiling price. Reimbursement under the contract shall be governed by the clause at FAR 52.232-7, Payments under Time and Materials and Labor-Hour Contracts.

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**Section II - Statement of Objectives (SOO)  
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**See Attachment 2 – GMM SPARC Call #1 Statement of Objectives (SOO)**



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**Section III - General and Administrative Information**  
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**1. FEMA Contracting Officer**

(a) The FEMA CO is the only person authorized to approve changes to or modify any of the requirements under the BPA. In the event the Contractor effects any such change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any expenses incurred as a result thereof. FEMA CO is:

Name: Kimmeria Hall  
Address: Federal Emergency Management Agency  
500 C. Street, SW, 3rd Floor  
Washington, DC 20472-3205  
Email: Kimmeria.Hall@fema.dhs.gov  
Tel No: 202-372-5613

(b) The Contractor shall submit requests for modification of this contract and other administrative requests to the CO and courtesy copy the COR.

(c) Contractual problems of any nature should be handled as soon as possible, and according to applicable public laws and regulations (e.g., Federal Acquisition Regulation). The problem resolution escalation sequence in FEMA is as follows: 1) the initial point of contact for problem resolution is the Contracting Officer's Representative (COR) authorized to oversee services, 2) then the Contracting Officer that awarded the Order.

(d) Requests for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the CO. The CO is the only official authorized to terminate for cause, to issue notices of termination for cause, and to issue cure notices and show cause notices for the BPA.

The CO is responsible for:

- 1) Negotiation and Award of Orders. COs have the authority to issue call orders, and otherwise legally bind their organization to task order modifications.
- 2) Administration of call orders. Day-to-day administration activities will generally be carried out by the COR.
- 3) Settlement and Resolution of Contracting Issues. The CO is authorized to settle and resolve contracting issues.
- 4) Contract Records. The CO is responsible for maintaining a complete record of all contracting documents (electronically and/or manually).

**2. FEMA Contracting Officer Representative (COR)**

The COR has responsibility for receipt and acceptance of the contract-level deliverables and reports and past performance reporting for the contract. The COR supports the CO and PM in the general management of the program.

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Name: Jose Francisco (Frank) Oporto  
Address: Federal Emergency Management Agency  
500 C. Street, SW, 5th Floor  
Washington, DC 20472-3205  
Email: Frank.Oporto@fema.dhs.gov  
Tel No: (202) 329-5629

The CO may designate CORs for individual Orders that will be responsible for the day-to-day oversight of the Order. The COR will represent the CO in the administration of technical details within the scope of the call order. The COR is also responsible for the final inspection and acceptance of all call order deliverables and reports, and such other responsibilities as may be specified in the order. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the CO or the Government. The COR does not have authority to alter the Contractor's obligations or to change the order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify order obligations or the specification, changes will be issued in writing and signed by the CO.

(A) The designated COR may provide written technical direction to the Contractor concerning the work performed under the contract. Technical direction is limited to direction that fills in details or otherwise completes the general description of the work set forth in the contract. Technical direction includes:

- 1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- 2) Guidelines to the Contractor, that help interpret technical portions of work descriptions.

(B) Technical direction must be within the general scope of work stated in the contract.

Technical direction may not be used to:

- 1) Assign additional work under the contract.
- 2) Direct a change as defined in the "CHANGES" clause of the contract.
- 3) Increase or decrease the contract price or estimated contract amount (including fee), as applicable, the direct labor hours, or time required for contract performance.
- 4) Change any of the terms, conditions or specifications of the contract.
- 5) Interfere with the Contractor's rights to perform the terms and conditions of the contract.

(C) All technical direction has to be in writing (or via e-mail) by the applicable COR.

(D) If the Contractor believes any technical direction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction. The Contractor must not proceed with the work affected by the technical direction unless and until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of this contract. To notify the Contractor, the Contracting Officer will either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing

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within 30 days that the instruction or direction is-

- 1) Rescinded in its entirety; or
  - 2) Within the scope of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (E) Failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the scope of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, is subject to the Disputes clause of this contract.
- (F) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the applicable COR is at the Contractor's risk.
- (G) Nothing in the foregoing paragraph will excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical direction.

### 3. Ordering Procedures

- (a) The CO will provide a technical request to the contractor, within the scope of the BPA SOO.
- (b) The CO will request a quote and technical approach. The contractor shall evaluate the scope of the request and provide a quote.
- (c) The quote shall indicate either compliance with the requirements, risks, assumptions and any conflict of interest issues. Written technical quotes shall address as appropriate: (other items may be requested at CO discretion)
- Proposed personnel (labor mix);
  - Technical Approach;
  - Other quote elements (travel and purchase parts and supplies etc.);
  - Order terms;
  - Other pertinent data, (e.g., potential conflict of interest issues)
- (d) The quote shall include detailed pricing for all requirements requested at prices equal to or lower than those established in the BPA. The Government is permitted to negotiate pricing other than originally proposed and established in the contract.
- (e) Other related information shall always be in writing and shall address relevant information as required by the contract or requested by the CO. The contractor shall assume all expenses associated with quote preparation for Orders. Contractors will not be reimbursed for quote preparation.

#### 3.1 BPA Orders

Orders issued under this contract may contain the following information:

- (a) Date of order;

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- (b) Contract number and Order number;
- (c) Description, quantity or units ordered and contract price;
- (d) Period of Performance;
- (e) Place of Performance;
- (f) Accounting and appropriation data;
- (g) Any other pertinent information such as name and address of Contractor;

BPA Call Order deliverables will be defined in advance of each call (i.e., Base Task: The contractor shall perform all necessary tasks to ensure the delivery of Initial Operating Capability for the GMM target solution by the end of the first call order period of performance.)

### 4. Invoicing and Payment

The Contractor shall invoice in accordance with the Pricing Schedule agreed upon in the awarded BPA Call Order. For any Firm-Fixed Price CLINs structured around increments, invoicing and payment is permitted only after completion and Government acceptance of each increment in accordance with acceptance criteria and Definition of Done agreed upon by the Government and the Contractor prior to the start of any given increment. The Government will inspect code for each increment in the Pre-Production environment as part of the Government acceptance process.

The contractor shall submit an invoice(s) upon delivery and acceptance of all supplies or services **as specified in the Price/Cost Schedule.**

Contractors shall submit vouchers electronically in pdf format to the FEMA Finance Center at [FEMA-Finance-Vendor-Payments@fema.dhs.gov](mailto:FEMA-Finance-Vendor-Payments@fema.dhs.gov).

**AND**

Contractors shall also submit an electronic pdf copy to FEMA COR or program person if a COR is not designated at their email address.

The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Paper vouchers mailed to the finance center will not be processed for payment. If the Contractor is unable to submit a payment request in electronic form, the contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

Invoices shall be submitted as follows: Contractors shall use Standard Form (SF) 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 (Continuation Sheet) when requesting payment for supplies or services rendered. Both forms are located at <http://www.gsa.gov/portal/forms/type/SF>. Suitable self-designed forms (contractor invoice forms) may be submitted instead of the SF 1035 as long as they contain the information required.

The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price **must match** those specified in the contract. Invoices that do not match the line item pricing in the contract will be

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considered improper and will be returned to the Contractor. The Contractor shall not be paid more frequently than on a monthly basis.

**SF 1034 and 1035 instructions:**

**SF 1034 – Public Voucher for Purchases and Services Other than Personal**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of supplies or services delivered.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035" OR "For detail, see contractor invoice form".
- (13) Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate  
purposes and in accordance with the agreements set forth in  
the contract."

\_\_\_\_\_  
(Name of Official) (Title)

- (14) **Amount** - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF 1035 Continuation Sheet or contractor invoice form.

**SF 1035 – Continuation Sheet**

The SF 1035 will be used to identify the specific item description, quantities, unit of measure, and prices for each category of deliverable item or service. **Suitable self-designed forms (contractor invoice form) may be submitted instead of the SF 1035 as long as they contain the information required.**

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The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

**U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.

**Voucher Number** - insert the voucher number as shown on the Standard Form 1034.

**Schedule Number** - leave blank.

**Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

**Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.

**Articles or Services** - insert the contract number as in the Standard Form 1034, and description.

**Quantity; Unit Price** - insert for supply contracts.

**Amount** - insert the total quantities contract value, and amount and type of fee payable (as applicable).

**A summary of claimed current and cumulative goods and services delivered and accepted to date.** - Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared.

### ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION

1. To receive payment, the contractor shall submit their EFT information to the Government. EFT information may be submitted by EFT form, through System for Award Management (SAM), or on invoice. Failure to provide the EFT information or failure to notify the Government of changes to this EFT information may result in delays in payments and/or rejection of the invoice in accordance with the Prompt Payment clause of this contract. EFT forms may be submitted directly the FEMA Finance Center at [FEMA-Finance-RecordsMaintenance@fema.dhs.gov](mailto:FEMA-Finance-RecordsMaintenance@fema.dhs.gov), or to the Contracting Office.
2. If submitting EFT information on invoice/voucher, the following EFT information should be submitted:

(a) Routing Transit Number (RTN) - The contractor shall provide the current 9-digit RTN of the payee's bank

(b) Payee's account number

(c) Contractor's Tax Identification Number (TIN)

(The EFT information submitted must be that of the contractor unless there is an official Assignment of Claims on file with the payment office.)

If at any time during the term of this contract, the contractor changes any EFT information, (i.e. financial agent, RTN, account number, etc.) the new EFT information must replace the old EFT information on subsequent invoices submitted under this contract, through SAM, or by submission of a new EFT form.

### 5. Advertisements, Publicizing Awards and News Releases

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity/ news release or commercial advertising without first obtaining explicit written consent to do so from FEMA Contracting Officer. This restriction does not apply to marketing materials

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developed for presentation to potential government customers of this contract vehicle.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

### 6. Identification of Contractor Personnel

The Contractor shall ensure that its employees and subcontractors will identify themselves as employees of their company while working on FEMA contracts. For example, Contractor personnel shall introduce themselves in person and in voice-mail, as employees of their respective companies, and not as FEMA employees. Under no circumstances and at no time shall subcontractors of the prime identify themselves as employees of the prime or in any other way suggest, by action or inaction, that they are employees of the prime. Failure to adhere to this requirement may constitute grounds for termination for cause of the base FEMA BPA.

Contractor shall ensure that their personnel use the following format signature on all official e-mails generated by DHS computers:

Name

Position or Professional Title

Prime FEMA Contractor Name OR Subcontractor Company Name in support of Prime FEMA Contractor Name

Supporting the \_\_\_\_\_ Division/Office of FEMA

Phone

Fax

### 7. Post-Award Evaluation of Contractor Performance

Contractor Performance Evaluations: Annual and final evaluations of Contractor performance, at the BPA level, will be prepared on this contract in accordance with FAR 42.1500. The final performance evaluations will be prepared following the end of the period of performance.

Annual and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor shall be permitted thirty (30) days to respond. Contractor response is voluntary. Any disagreement between the parties regarding an evaluation will be referred to the cognizant Division Director (or his/her equivalent), whose decision is final. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

Electronic Access to Contractor Performance Evaluations: FAR 42.15 requires agencies to prepare annual and final evaluations of Contractor performance. The Past Performance Information Retrieval System (PPIRS) is used to record and maintain past performance information. The FEMA utilizes the Contractor Performance Assessment Reporting System (CPARS), which feeds its information into the PPIRS system in order to share information with other federal agencies. The process for submitting such reports shall be in accordance with agency procedures (see below). Contractors may view evaluations, once completed via CPARS, through a secure Web site that can be obtained at the following URL - [www.ppirs.gov](http://www.ppirs.gov).

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The registration process requires the Contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor shall be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within a thirty (30) day time period. Once a performance evaluation has been prepared and is ready for comment, the CPARS will send an email to the Contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

### **8. Access to or Use of Unclassified Facilities, Information Technology Resources, and Sensitive Information**

The assurance of the security of unclassified facilities, Information Technology (IT) resources, and sensitive information during the acquisition process and contract performance are essential to the DHS/FEMA mission. DHS Management Directive (MD) 11042.1 Safeguarding Sensitive but Unclassified (For Official Use Only) Information, describes how Contractors must handle sensitive but unclassified information. DHS/FEMA Information Security directives such as MD 4300A Sensitive Systems Security Policy, the DHS Sensitive Systems Handbook, and mandatory configuration guidelines (such as Security Technical Implementation Guides or hardening guidelines issued by DHS or DISA) prescribe policies and procedures on security for IT resources. Contractors shall comply with these policies and procedures, any replacement publications, or any other current or future DHS policies and procedures covering Contractors specifically for all orders that require access to facilities, IT resources or sensitive information. Contractors shall not use or redistribute any DHS information processed, stored, or transmitted by the Contractor except as specified in the Order.

### **9. Government Records**

(a) Government's Records: Except as is provided in paragraph (b) may be otherwise agreed upon by the Government and the Contractor, all records acquired or generated by the Contractor, in its performance of this contract shall be the property of the Government; and shall be delivered to the Government or otherwise disposed of by the Contractor, either as FEMA Contracting Officer may from time to time direct during the progress of the work or, in any event, as FEMA Contracting Officer directs upon settlement of this contract. The Contractor shall, subject to security regulations, requirements, and other provisions of the contract, have the right to inspect; and at its own expense, duplicate only those processes, procedures, or records delivered, or to be delivered, to the Government by the Contractor under this contract, or retain duplicates which are in excess of the Government's requirements. However, nothing in this paragraph shall: (1) permit the Contractor to duplicate or retain for its own purposes any official Government documents or proprietary information relating to the Government or to other Contractors; (2) constitute any commitment on the part of the Government to retain such records for any period beyond customary retention periods for the various types of records; and (3) have any effect on the provisions of FAR Clause 52.227 14 (DEC 2007), entitled "Rights in Data - General."

(b) Contractor's Own Records: The following records are considered the property of the Contractor and not within the scope of paragraph (a) above:

(1) Personnel records and files maintained on individual employees, applicants and former employees;



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- (2) Privileged or confidential Contractor financial information and correspondence between segments of the Contractor's organization; and
- (3) Internal legal files.

(c) Inspection and Audit of Records: All records acquired, or generated by the Contractor under this contract, and in the possession of the Contractor, including those described in paragraph (b) above (exclusive of subparagraph (b)(2) and (b)(3)), shall be subject to inspection and audit any reasonable times. The Contractor shall afford the proper facilities for such inspection and audit.

#### **10. Disclosure of Information – Official Use Only**

Each officer or employee of the Contractor or Subcontractor at any tier to whom “Official Use Only” information may be made available or disclosed shall be notified in writing by the Contractor that “Official Use Only” information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such “Official Use Only” information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

#### **11. Confidentiality of Information**

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to other private parties or the Government, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information for its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies; or,
- (4) Information which the Contractor can demonstrate was received by them from a third party who did not require the Contractor to hold it in their confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the FEMA Contracting Officer, of each employee permitted access, whereby the employee agrees that he/she will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees that upon request by the Contracting Officer, it will execute an approved agreement with any party whose facilities or proprietary data they are given access to

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in regards to the restrictive use and disclosure of the data and the information obtained from such facilities. Upon request by Contracting Officer, such an agreement shall also be signed by Contractor personnel.

(d) This language shall flow down to all subcontracts.

**12. Government-Furnished Property and Government-Furnished Information**

Specific requirements for Government-furnished property and/or Government-furnished information will be addressed in the Orders.

**13. Unauthorized Work**

The Contractor is not authorized at any time to commence Order performance prior to the issuance of a signed Order or other written approval provided by the CO to begin work.

**14. Federal Holidays**

The Government observes the following federal holidays. When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed.

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Inauguration Day	

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**Section IV - Clauses**

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**FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at [www.acquisition.gov/far](http://www.acquisition.gov/far).

All GSA Terms and Conditions and clauses are applicable to this BPA. FEMA Terms and Conditions and clauses are applicable to this BPA.

<b>FAR Clause No.</b>	<b>Title and Date</b>
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights in Data- General (May 2014)
52.227-15	Representation of Limited Rights Data and Restricted Computer Software (DEC 2007)
52.227-16	Additional Data Requirements (June 1987)
52.227-19	Commercial Computer Software License (DEC 2007)
52.232-18	Availability of Funds (APR 1984)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2014)
52.243-1	Changes — Fixed-Price (AUG 1987) ALT II (APR 1984)
52.244-6	Subcontracts for Commercial Items (JUN 2016)
52.245-1	Government Property (APR 2012)
52.249-2	Termination for Convenience of the Government (Fixed Price) (APR 2012)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)

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HSAR Clause	Title and Date
3052.203-70	Instructions for Contractor Disclosure of Violations (SEP 2012)
3052.205-70	Advertisements, Publicizing Awards, and Releases (SEP 2012) Alternate I (SEP 2012)
3052.215-70	Key Personnel and Facilities (DEC 2003)
3052.228-70	Insurance (DEC 2003)
3052.242-72	Contracting Officer's Technical Representative (DEC 2003)

**52.204-1 -- Approval of Contract (DEC 1989)**

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

**52.216-19 -- Order Limitations (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$50.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$80,000,000.00.

(2) Any order for a combination of items in excess of \$80,000,000.00.

or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.217-8 -- Option to Extend Services (Nov 1999)**

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

In accordance with FAR 52.217-5 and FAR 52.217-8, the Government will evaluate a price for the Option to Extend Services, in case the Government elects to exercise that option. The method for calculating the price for that option will be to take the price of all CLINS for the last option period and extend the estimated price for an additional six months of performance, in accordance with the maximum time available for extension under the clause. This will give the total price for the base period of performance and all options contained in the contract. The contractor is not to price anything for this six month option. The Government will add the calculated price for the six month Option to Extend Services to the contractor's proposed total price.

#### **52.217-9 -- Option to Extend the Term of the Contract (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

#### **HSAR Clauses Incorporated In Full Text**

#### **3052.215-70 Key personnel or facilities (DEC 2003)**

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

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The Key Personnel or Facilities under this Contract:

Program Manager
Any additional Key Personnel designated by Quoter

**3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)**

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee)

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's 06-01-2006 HSAR 52-6 employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working

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on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

**ALTERNATE I (SEP 2012)**

When the contract will require contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government 06-01-2006 HSAR 52-7 Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their quotes the names and citizenship of all non-U.S. citizens

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proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

(End of clause)

**HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the



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domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect

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the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The Quoter under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End)

**HSAR 3052.209-73 Limitation of Future Contracting (Jun 2006)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective Quoters is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is due to the software development support detailed in the Statement of Objectives.

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(c) The restrictions upon future contracting are as follows:

(1) The Government considers the below referenced FEMA contracts/solicitations to be organizational conflict of interests with the FEMA Grants Management Modernization SPARC Request for Quote and any resultant BPA. Contractors, subcontractors and consultants which have a current award or which receive an award under any of the below referenced FEMA contracts/solicitations may therefore be considered to have an organizational conflict of interest with the FEMA Grants Management Modernization SPARC Request for Quote and any resultant BPA. If a Quoter with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the Quoter shall submit a mitigation plan to the Government for review as part of its Price Volume submission in accordance with the terms and conditions of the FEMA Grants Management Modernization SPARC Request for Quote.

Acquisition Considerations	Domain Analysis [closed]	Program Mgt. Support Services (PMSS)/PW	Acquisition Planning Support	Legacy Systems Analysis	DataDRAFT	B-SIGMA	Operational Test Agent Support
Action Identifier (e.g. contract or grant number) IDV PIID	HSFE40-14-A-0184 HSFE40-15-J-0158 [closed]	GS10F04664 HSFE60-16-F-0202	HSHQDC-14-D-0006 HSFE40-16-J-0200	HSHQDC-06-D-0001 /HSFEHQ-08-J-2009, Work Order 44	GS-35F-320AA / HSF330-16F-0232	GS-35F-0119F / HSF330 - 16F-0232	HSFE70-16-D-0207
Contractor	Gryphon Scientific	Price Waterhouse Coopers Public Sector LLP	MITRE-System Engineering & Development Institute (SEDI)	IBM Corporation	Constellation Software Engineering	Carahsoft	Garud Technology Services
Description of Service	Data gap analysis with external/internal/reporting requirements analysis, transition plan, and environment for staging	Administrative Support, Scheduling, Notes, Comment adjudication, Budget Documents	Grants Management Modernization - Acquisition Life-Cycle Support	FEMA Enterprise Applications Development Integration and Sustainment Support	Conducts functional performance and data architecture/management analysis; functional/technical system level transformation & transition planning	Provides provide discovery, analysis, re- design, and prototyping the future state of FEMA Grants Domain	Interact & coordinate with DHS S&T DOT&E and the Test Area Managers (TAMs)  Plan, prepare, and conduct OT&E with associated cybersecurity testing  Review test plans, scripts, and Release Test activities for possible inclusion of test data

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Period of Performance (start and end dates)	Jul 2, 2015 – Oct 1, 2016	Mar 16, 2017 – Mar 15, 2019	Feb 25, 2016 – June 24, 2017	Feb 29, 2016 – Mar 13, 2017	June 27, 2016 – Dec 26, 2019	Jul 20, 2016 – Jul 19, 2018	Nov 16, 2016 – Jan 31, 2018
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(2) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(3) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect the data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

**(End of clause)**

## INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise

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specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

#### **SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)**

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

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(b) *Definitions.* As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under Quoter established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as “For Official Use Only,” which is unclassified

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information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Sensitive Information Incident" is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

"Sensitive Personally Identifiable Information (SPII)" is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information

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- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. *MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information* describes how Contractors must handle sensitive but unclassified information. DHS uses the term "FOR OFFICIAL USE ONLY" to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program* establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.



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(3) All Contractor employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) *Authority to Operate*. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.

(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the

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contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.

- (ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.
- (iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) *Renewal of ATO*. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into

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project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) *Security Review.* The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Continuous Monitoring.* All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with *FIPS 140-2 Security Requirements for Cryptographic Modules* and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

(5) *Revocation of ATO.* In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) *Federal Reporting Requirements.* Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements.

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Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) *Sensitive Information Incident Reporting Requirements.*

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in *4300A Sensitive Systems Handbook Incident Response and Reporting*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;

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- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

(g) *Sensitive Information Incident Response Requirements.*

- (1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.
- (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
- (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:
  - i. Inspections,
  - ii. Investigations,
  - iii. Forensic reviews, and
  - iv. Data analyses and processing.
- (4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) *Additional PII and/or SPII Notification Requirements.*

- (1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting

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Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

- (2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

(i) *Credit Monitoring Requirements*. In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

- (1) Provide notification to affected individuals as described above; and/or
- (2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:
  - (i) Triple credit bureau monitoring;
  - (ii) Daily customer service;
  - (iii) Alerts provided to the individual for changes and fraud; and
  - (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

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(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(j) *Certification of Sanitization of Government and Government-Activity-Related Files and Information.* As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in *NIST Special Publication 800-88 Guidelines for Media Sanitization*.

## BACKGROUND INVESTIGATIONS

All contractor personnel who require access to DHS or FEMA information systems, routine access to DHS or FEMA facilities, or access to sensitive information, including but not limited to Personally Identifiable Information (PII), shall be subject to a full background investigation commensurate with the level of the risk associated with the job function or work being performed. FEMA's Personnel Security Division (PSD) will determine the risk designation for each contractor position by comparing the functions and duties of the position against those of a same or similar federal position, applying the same standard for evaluating the associated potential for impact on the integrity and efficiency of federal service.

### ***Low Risk without Information System Access***

Contractor personnel occupying positions or performing functions with a Low Risk designation and who do not require access to DHS or FEMA information systems shall undergo a National Agency Check with Inquiries (NACI) Tier 1 and a credit check and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

### ***Low Risk with Information System Access***

Contractor personnel occupying positions or performing functions with a Low Risk designation and who require access to DHS or FEMA information systems shall undergo a Tier 2 Suitability Background Investigation (T2) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

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### ***Moderate Risk***

Contractor personnel occupying positions or performing functions with a Moderate Risk designation shall undergo a Tier 2 Suitability Background Investigation (T2) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

### ***High Risk***

Contractor personnel occupying positions or performing functions with a High Risk designation shall undergo a Tier 4 Background Investigation (BI) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

### ***Background Investigation Process***

To initiate the request to process contractor personnel, the Contractor shall provide the FEMA Contracting Officer's Representative (COR) with all required information and comply with all necessary instructions to complete Section II of the FEMA Form 121-3-1-6, "Contract Fitness/Security Screening Request." The FEMA COR shall ensure that all other applicable sections of the FEMA Form 121-3-1-6 are complete prior to submitting the form to FEMA PSD for processing. The Contractor shall also provide the FEMA COR with completed OF 306, "Declaration for Federal Employment," forms for all contractor personnel.

Contractor personnel who already have a favorably adjudicated background investigation, may be eligible to perform work under this contract without further processing by FEMA PSD if

- the investigation was completed within the last five years,
- it meets or exceeds the minimum requirement for the position they will occupy or functions they will perform on this contract,
- the contractor personnel have not had a break in employment since the prior favorable adjudication, and
- FEMA PSD has verified the investigation and confirmed that no new derogatory information has been disclosed which may require a reinvestigation.

FEMA PSD will notify the COR of the names of the contractor personnel eligible to work based on prior, favorable adjudication. The COR will, in turn, notify the Contractor of the names of the favorably adjudicated contractor personnel, at which time the favorably adjudicated contractor personnel will be eligible to begin work under this contract.

For those contractor personnel who do not have an acceptable, prior, favorable adjudication or who otherwise require reinvestigation, FEMA PSD will issue an electronic notification via email to the contractor personnel that contains the following documents, which are incorporated into this contract by reference, along with a link to the Office of Personnel Management's Electronic Questionnaires for Investigation Processing (e-QIP) system and instructions for submitting the necessary information:

- Standard Form 85P, "Questionnaire for Public Trust Positions"
- Optional Form 306, "Declaration for Federal Employment"



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- SF 87, “Fingerprint Card” (2 copies)
- DHS Form 11000-6, “Non-Disclosure Agreement”
- DHS Form 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act”

FEMA PSD will only accept complete packages consisting of all of the above document and Standard Form 85P, which must be completed electronically through the Office of Personnel Management’s e-QIP system. The Contractor is responsible for ensuring that all contractor personnel timely and properly submit all required background information.

Once contractor personnel have properly submitted the complete package of all required background information, FEMA’s Personnel Security Division, at its sole discretion, may grant contractor personnel temporary eligibility to perform work under this contract prior to completion of the full background investigation if the Personnel Security Division’s initial review of the contractor personnel’s background information reveals no issues of concern. In such cases, FEMA’s Personnel Security Division will provide notice of such temporary eligibility to the COR who will then notify the Prime Contractor, at which time the identified contractor personnel will be temporarily eligible to begin work under this contract. Neither the Prime Contractor nor the contractor personnel has any right to such a grant of temporary eligibility. The grant of such temporary eligibility shall not be considered as assurance that the contractor personnel will remain eligible to perform work under this contract upon completion of and final adjudication of the full background investigation.

Upon favorable adjudication of the full background investigation, FEMA’s Personnel Security Division will update the contractor personnel’s security file and take no further action. In any instance where the final adjudication results in an unfavorable determination FEMA’s Personnel Security Division will notify the contractor personnel directly, in writing, of the decision and will provide the COR with the name(s) of the contractor personnel whose adjudication was unfavorable. The COR will then forward that information to the Contractor. Contractor personnel who receive an unfavorable adjudication shall be ineligible to perform work under this contract. Unfavorable adjudications are final and not subject to review or appeal.

#### ***Continued Eligibility and Reinvestigation***

Eligibility determinations based on a Low Risk (NACI w/Credit or T1), Moderate Risk (MBI or T2S or High Risk (BI or T4) are valid for five years from the date that the investigation was completed and closed. Contractor personnel required to undergo a background investigation to perform work under this contract shall be ineligible to perform work under this contract upon the expiration the background investigation unless and until the contractor personnel have undergone a reinvestigation and FEMA’s Personnel Security Division has renewed their eligibility to perform work under this contract.

#### ***Exclusion by Contracting Officer***

The Contracting Officer, independent of FEMA’s Personnel Security Division, may direct the Contractor be excluded from working on this contract. Any contractor found or deemed to be unfit or whose continued employment on the contract is deemed contrary to the public interest or inconsistent with the best interest of the agency may be removed.

## **FACILITY ACCESS**

The Contractor shall comply with FEMA Directive 121-1 “FEMA Personal Identity Verification Guidance,” FEMA Directive 121-3 “Facility Access,” and FEMA Manual 121-3-1 “FEMA Credentialing Access Manual,” to arrange for contractor personnel’s access to FEMA facilities, which includes, but is not limited to, arrangements to obtain any necessary identity badges for contractor personnel.

Contractor personnel working within any FEMA facility who do not require access to DHS or FEMA IT systems and do not qualify for a PIV Card may be issued a Facility Access Card (FAC). FACs cannot exceed 180 days; all contractors requiring access greater than 180 days will need to qualify for and receive a PIV card before being allowed facility access beyond 180 days.

Contractor personnel shall not receive a FAC until they have submitted a SF 87, “Fingerprint Card,” and receive approval from FEMA PSD. Contractor personnel using a FAC for access to FEMA facilities must be escorted in Critical Infrastructure areas (i.e., server rooms, weapons rooms, mechanical rooms, etc.) at all times.

FEMA may deny facility access to any contractor personnel whom FEMA’s Office of the Chief Security Officer has determined to be a potential security threat.

The Contractor shall notify the FEMA COR of all terminations/resignations within five calendar days of occurrence. The Contractor must account for all forms of Government-provided identification issued to contractor employees under a contract (i.e., the PIV cards or other similar badges) must return such identification to FEMA as soon as any of the following occurs:

- When no longer needed for contract performance.
- Upon completion of a contractor employee’s employment.
- Upon contract completion or termination.

If an identification card or building pass is not available to be returned, the Contractor shall submit a report to the FEMA COR, referencing the pass or card number, name of the individual to whom it was issued, and the last known location and disposition of the pass or card.

The Contractor or contractor personnel’s failure to return all DHS- or FEMA-issued identification cards and building passes upon expiration, upon the contractor personnel’s removal from the contract, or upon demand by DHS or FEMA may subject the contractor personnel and the Contractor to civil and criminal liability.

## **DHS ENTERPRISE ARCHITECTURE COMPLIANCE**

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the contractor shall comply with the following HLS EA requirements:

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware and software shall be compliant with the HLS EA Technical Reference

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### Model (TRM) Standards and Products Profile.

- Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- Development of data assets, information exchanges and data standards will comply with the DHS Data Management Policy MD 103-01 and all data-related artifacts will be developed and validated according to DHS data management architectural guidelines.
- Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the U.S. Government Version 6 (USGv6) Profile (National Institute of Standards and Technology (NIST) Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program.

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**Section V – Instructions to Quoters  
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*This acquisition will be conducted under the auspices of the DHS Procurement Innovation Lab (PIL). The PIL is a virtual lab that experiments with innovative techniques for increasing efficiencies in the procurement process and institutionalizing best practices. There is nothing you need to do differently for this requirement. The PIL project team may reach out to successful and unsuccessful Quoters, after award, to assess effectiveness of the procurement process and the innovative techniques applied. The anonymous feedback will be used to further refine DHS procurement practices. Additional information on the PIL may be found here-- <https://www.dhs.gov/pil>.*

**1. Service of Protest (FAR 52.233-2) (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served to the Contracting Officer by submitting an e-mail, and by obtaining an acknowledgment of receipt via e-mail, to the following e-mail addresses:

Name: Contracting Officer, Kimmeria Hall  
Address: Federal Emergency Management Agency  
500 C. Street, SW, 3<sup>rd</sup> Floor  
Washington, DC 20472-3205  
Email: [Kimmeria.Hall@fema.dhs.gov](mailto:Kimmeria.Hall@fema.dhs.gov)  
Tel No: 202-372-5613

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**2. 52.216-1 -- Type of Contract (APR 1984)**

The Government contemplates award of a FFP and T&M BPA.

**3. Hand Delivered or Fax Submissions, Modifications, or Withdrawals of Quotes**

Facsimile submissions, modifications, or withdrawals of quotes are not permitted and the Contracting Officer will disregard such quotes if any are received. Alternate proposals will not be accepted.

**4. Disposition of Quotes**

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Quotes will be disposed of as follows: FEMA will retain one (1) copy of each quote for the official contract file of record, and the remainder will be destroyed. No destruction certificate will be furnished.

### 5. Questions

Any questions regarding this solicitation must be submitted via email to Contracting Officer at [Kimmeria.Hall@fema.dhs.gov](mailto:Kimmeria.Hall@fema.dhs.gov) no later than **5pm EST on 03/2/2018**. The Quoters must include the company name and solicitation number in the subject line of the email. Questions must be submitted via the Questions Template, see Attachment 7.

### 6. Phased Procurement

The Government intends to conduct this procurement through a phased quote submission and phased evaluation.

A notional schedule for the procurement is below:

Event	Date
Phase I Quotes Due	15 March 2018
Notification of Advisory Down Select, and Schedule for Oral Presentations, as applicable	13 April 2018
Phase II Quotes Due	4 May 2018
Oral Presentations	10 May- 21 May 2018
Award	July 2018

### 7. Quote Due Date and Submission

(a) The Quoters shall submit the quote volumes associated with Phase I via email to [Kimmeria.Hall@fema.dhs.gov](mailto:Kimmeria.Hall@fema.dhs.gov) no later than **NOON EST on 03/15/2018**. **Further instructions for Phase II volume submission will be provided after the Government completes its evaluation of quotes received in response to Phase I.**

No other methods of submission will be accepted.

The Government is not liable for any expenses incurred by the Quoters in developing and submitting quotes for this solicitation.

### 8. Instructions for Quote Preparation

The following instructions are for the preparation and submission of quotes. The purpose of this section is to establish requirements for the format and content of quotes so that quotes contain all essential information and can be evaluated equitably. Quoters are instructed to read the entire solicitation document, including all attachments, prior to submitting questions and/or preparing your offer. Omission of any information from the quote submission requirements may result in rejection of the offer.

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- (1) Quoters shall note that quote will be evaluated and a selection decision will be made. Quotes will therefore be treated independently of any other quotes.
- (2) Quoters are expected to follow the detailed quote preparation instructions fully and carefully. The Government will rely on the information provided by the Quoters to evaluate the quotes. It is therefore imperative that Quoters carefully follow the instructions set forth below and submit their quotes in the format and with the content specified below, providing all requested information.
- (3) Quotes that fail to provide information in the format requested may be found unacceptable and may be rejected without further consideration if the Contracting Officer determines that a significant revision or addendum to the Quoter's quote would be required to permit further evaluation, and especially if the incompleteness of the quote or errant formatting of the quote appears to be due from a lack of diligence or competence of the Quoters.
- (4) The instructions provided have been specifically tailored to the evaluation Quoter to be applied during quote evaluation. They are designed to ensure the submission of information essential to the understanding and comprehensive validation and evaluation of quotes. Clarity and completeness are of utmost importance to the quote. The relevance and conciseness of the quote is important. The Quoters are responsible for the accuracy and completeness of its quote. The quote shall be valid for one hundred and eighty (180) calendar days from the quote due date.

### 9. Page Size and Font

Paper size shall be 8 1/2 by 11-inch white paper with printing on one (1) side only, using 12 point font. No reduction is permitted except for organization charts or other graphic illustrations, or in headers/footers. In those instances where reduction is allowable, Quoters shall ensure that the print is easily readable; no less than 8 point font on graphs and 10 point font on tables. Each page shall have adequate margins on each side (at least one (1) inch) of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space. Pages that exceed the maximum page limitation will not be evaluated.

For the electronic copy of the quote, each file shall be submitted in a format readable by Microsoft Office 2013 or searchable PDF. It is the sole responsibility of the Quoter to ensure that the electronic media submitted is virus-free and can be opened and read by the Government. If the electronic media cannot be opened and read by the Government, the Quoter shall have four (4) business hours after notification to correct the deficiency. After that time, if the electronic media cannot be opened and read by the Government, the offer may be considered non-responsive and that may render the Quoter ineligible for any award. The deadline for submission of the electronic copy of the quote is firm. As the closing date and time draws near, heavy traffic on the web server may cause delays. Quoters are strongly encouraged to plan ahead and leave ample time to prepare and submit their quotes. Quoter bears the risk of web site inaccessibility due to heavy usage, which may occur during the final days/hours before the solicitation closing time. The electronic copy of the quote will constitute the official copy for timely receipt.

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10. Quote Content (Phase I and Phase II)

Naming Convention	Tab Title	Associated Evaluation Criteria
<b>Volume I: Technical and Management Volume (Phase I)</b>		
Tab A (Document)	Video and SF-425 Working Prototype Overview and Access Information ( 3 page limit)	1 and 2
Tab B (Document)	Resumes of Proposed Key Personnel (2 pages/resume; 1 resume for each proposed Key Personnel). Offer Letters not included in page count.	3
Tab C (Document)	Contractor Teaming Arrangement (CTA) or GSA Prime Contractor/Subcontractor Arrangement	1-6, as applicable
<b>Volume II: Technical and Management Volume (Phase II)</b>		
Tab A (PowerPoint Slides)	PowerPoint Slides for Oral Presentation (25 Slide Limit)	4
Oral Presentation	Specific Date/Time/Location for the Oral Presentation Will Be Provided by the Government	4
Tab B (Document)	Technical/Management Approach for BPA Call #1 (10 page limit)	5
<b>Volume III: Business &amp; Pricing (Phase II)</b>		
Tab A (Document)	Quotation Cover/Transmittal Letter	N/A
Tab B (Document)	GSA Pricing Schedule	6
Tab C (Document)	HSAR Clause 3052.209-70 (f) Disclosure and HSAR Provision 3052.209-72 (c) Disclosure and HSAR	N/A
Tab D (Document)	HSAR 3052.209-72 – Organizational Conflict of Interest (c) Disclosure and Mitigation Plan (if applicable)	N/A
Tab E (Document)	Pricing Excel Workbook (Attachment 1)	6
Tab F (Document)	Quote Assumptions, Exceptions and Dependencies	1-6, as applicable

Information contained in each volume shall be complete to the extent that evaluation of each tab may be accomplished independently of, and concurrently with, evaluation of the other. Your responses must demonstrate that both your firm and personnel can successfully complete this project. Quoters shall strictly adhere to the page limits.

**NO PRICE INFORMATION IS TO BE INCLUDED IN VOLUME I AND II**

**11. Instructions - Phase I**

**Volume I – Technical and Management Volume (Phase I)**

**Tab A: Video and SF-425 Working Prototype Overview and Access Information (3 page limit)**

The Quoter shall provide an overview of the video and SF-425 working prototype, which includes video access information for the Government to be able to access an “unlisted” or “private” Youtube that is no longer than 20 minutes in length/duration. Additionally, the overview shall include SF-425 working prototype access information for the Government to be able to access a password protected or private web-based link to the SF-425 prototype. The overview shall include:

- The technical platform and stack, including any COTS products, on which the web-based SF-425 working prototype was developed, along with the Quoter’s rationale for the choice of the technical platform and stack, including any COTS products utilized for the prototype.
- The technical and design assumptions the Quoter made as it employed its agile methodology and process in the development of the revised web-based SF-425 working prototype, given no interaction with the Government (i.e., Product Owner) was available for this scenario.
- A diagram showing the prototype’s system architecture and a diagram showing the prototype’s database schema
- Any design artifacts created to enable development of the prototype such as user personas, wireframes, or journey mapping.

The overview shall document how the prototype is baselined to prevent changes to be made to the prototype after submission in accordance with the RFQ. The government reserves the right to request that Quoters provide the government build documentation, control logs, or other verification to support that the prototype has not been changed after the submission due date in response to this RFQ.

Video content that extends beyond 20 minutes will not be considered in the evaluation. Videos must be submitted through the “unlisted” or “private” Youtube.com link. Do not provide a shortened URL, such asyoutu.be. If a “private” Youtube.com link is provided, the Quoter shall share the “private” link with the Contracting Officer using the following e-mail: [Kimmeria.Hall@fema.dhs.gov](mailto:Kimmeria.Hall@fema.dhs.gov).

The video shall include participation by the Quoter’s proposed Key Personnel that would be providing support under a resultant BPA.

**NOTE 1:** A Quoter who includes information in its quote data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall prepare text conforming to para. (e) of the provision at FAR 52.215-1, Instructions to Quoters—Competitive Acquisition. This text alone may be displayed for the first thirty seconds of the video submission, which will not count against the total 20 minute time allowed.



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The web-based link to the SF-425 working prototype shall provide the Government full front-end access to the working prototype.

The video and SF-425 working prototype will be utilized to evaluate Criteria 1 – Prior Relevant Experience of the Prime Quoter and Criteria 2 - Agile Methodology, Process, and SF-425 Working Prototype.

### **Criteria 1-Prior Relevant Experience from the Prime Quoter**

The Government assumes that regardless of whether the Quoter proposes a custom solution, a COTS based solution, or a hybrid solution, some level of custom code development will still be required. The Quoter shall demonstrate that it has a mature agile methodology that it has implemented successfully to support the scope and complexity as listed below in items a) through e), and with a minimum single contract dollar value of \$5,000,000.00 across at least 3 agile teams (over an annual basis).

- a) Organizational evolution and transformation from waterfall to agile processes;
- b) Structure (i.e., Team X has 1x Product Manager, 1x Product Designer, and 4x Product Engineers including Architecture/Infrastructure) and management of multiple Agile teams (at least 3) supporting concurrent application development, integration and delivery efforts in a single organization that delivers quality products on a consistent basis. This should include how to pair and rotate resources;
- c) Delivery of micro-services and web-based application of similar size, scope and complexity to the GMM agile and consolidation requirement. These services and applications should demonstrate a strong execution of user experience design techniques that shape the product along the way.
- d) Transition and Re-factoring of applications from legacy support models to a Development-Security-Operations (DevSecOps; DevOps with integrated security) support model utilizing cloud Infrastructure as a Service;
- e) Sustaining micro services web-based applications utilizing a DevSecOps support model utilizing cloud Infrastructure as a Service including help/service desk.

The Quoter shall present up to three (3) recent examples of relevant experience. Recent is considered to be within the last 3 years and relevant is considered to be of similar scope and complexity to items a) through e) with a minimum contract dollar value of \$5,000,000.00 and at least 3 agile teams (over an annual basis). If Quoter determines that they have not performed any contracts that are relevant to this solicitation, they should indicate this in the Youtube.com submission. Relevant experience should only come from the Prime Quoter or Contractor Teaming Agreement, and not from any other proposed subcontractor.

For each example of relevant experience provided, the Prime Quoter or Contractor Teaming

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Agreement shall discuss:

1. How the Quoter fostered their customer's transition to an mature agile approach to software development.
2. A rationale for the agile methodology employed and whether or not the objectives, budget, schedule were met or unmet, and why;
3. The team(s) structure, composition and roles, including any team incentives, rotations and pairing that were employed and if it improved quality and sped-up delivery;
4. Demonstration of a website developed by the Quoter or of a prototype, including how the teams employed user-experience design techniques employed to shape the final product);
5. Representative examples of how user feedback was captured through user research, usability testing, help/service desk metrics, and customer satisfaction summary report;
6. How the total engagement and increments were priced (including contract type, total contract amount, and CLIN);

### Criteria 2: Agile Methodology, Process, and SF-425 Working Prototype:

In the video, the Quoter shall provide sufficient information regarding their agile methodology and process and how that methodology and process supports the objectives of the GMM solution. Specifically, the Government is interested in the following areas as it relates to the GMM solution:

- a. Overview of the proposed GMM solution architecture (i.e., custom, COTS, or hybrid solution);
- b. Proposed agile methodology and process that will be used to support incremental delivery of the GMM solution;
- c. A description of the proposed integrated development, security and operations (DevSecOps) processes with a continuous integration, and continuous delivery (CI/CD) pipeline that includes automation first for testing and compliance.

*Note: First for testing means that the DevSecOps pipeline must integrate and automate the various code specific tests and security/vulnerability scans as well as compliance checks before code delivery/promotion is allowed. Code will not be deliverable if it fails any of the automated tests. Examples of compliance required in this solicitation and resultant BPA include 508 Compliance, FISMA 2014, Clinger-Cohen, Privacy Act, PCI-DSS, HIPAA, SOX, OMB A-123, OMB A-130, DHS 4300A, NIST 800-series, FIPS, Executive Orders, and all other Federal Regulations which impact Cybersecurity requirements.*

**SF-425 Working Prototype Scenario:** The Quoter shall utilize the development process for the web-based SF-425 working prototype as example of its proposed agile methodology and processes for Criteria 2. In addition to the video submission, a revised SF-425 working prototype as a web-based form that reflects the output of the below related user stories

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utilizing the Quoter's proposed agile methodology and processes shall be submitted to the Government as part of the Phase 1 submission.

### **SF-425 Scenario's: Post-Award Recipient Submission of a SF-425, Grant Manager Review, and Approval Process Modification**

The following user stories document the functional capability desired for the web-based SF-425 working prototype. The user story includes a title in the "As a...I want to...so that..." format, a description of the business function/needs of the user story, and functional acceptance criteria that document what the web-based SF-425 working prototype is required to demonstrate in order to be accepted by the customer.

#### **Scenario 1**

- a. **Title:** As a Grant Recipient user, I want to complete and submit the semi-annual SF-425 financial report, so that I can comply with the reporting requirements for my grant award.
- b. **Description:** In this scenario, the recipient is required to report semi-annually. When implemented, this story will allow a recipient user to complete and submit the required financial progress report utilizing the approved SF-425 form. The form layout, instructions, schema, and data constraints can be found here: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1> Use form version 1.0.

#### **Scenario 2**

- a. **Title:** As a Grants Program Analyst I want to assign the review of a single SF- 425 report to a Grants Management Specialist user, so that the Grants Management Specialist can accept or reject the report before I review it.
- b. **Description:** In this scenario, the Grants Program Analyst wants a Grants Management Specialist to review a specific SF-425 report before the Grants Program Analyst does so. When implemented, this story will allow a Grants Program Analyst to assign the review of a single report to a Grants Management Specialist, and will allow the Grants Management Specialist to accept or reject the report. If the Grants Management Specialist approves the report, the story will allow the report be assigned back to the Grants Program Analyst for review, and will allow the Grants Program Analyst to accept or reject the report through a second review.

#### **Scenario 3**

- a. **Title:** As a Grants Program Analyst I want to modify the workflow for reviewing all SF-425 reports for a program, so that Grants Management Specialists review all reports before Grants Program Analysts.
- b. **Description:** In this scenario, the grant program has decided that having a

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Grants Management Specialist review all SF-425s before Grant Program Analysts is a best practice that should be implemented across the program going forward. When implemented, the story will allow the Grants Program Analyst to modify the report review workflow for the grant program, so that all SF-425s that are submitted go through an initial review by a Grants Management Specialist, and those that are approved then go through a second review by a Grants Program Analyst.

### **Tab B: Resumes of Proposed Key Personnel (2 pages/resume; 1 resume for each proposed Key Personnel)**

#### **Criteria 3 –Key Personnel**

The Quoter shall provide resumes for the Program Manager and any other proposed Key Personnel to support the GMM SPARC Program Management and Technical Support Services requirements, in accordance with the requirements below.

The resumes shall clearly demonstrate how each of the proposed Key Personnel meet the Quoter's IT Schedule 70 contract requirements for education and experience for the specified labor category proposed, as well as the additional GMM SPARC specific requirements for Program Manager.

The proposed Key Personnel will apply to the entire BPA, including in the performance of BPA Call #1.

The resumes shall identify the proposed Key Personnel as either "existing employee of the Prime Contractor" "existing employee of the, Contractor Teaming Arrangement", or "existing employee of the Prime's Major Subcontractor." If not an existing employee of the Prime, Contractor Teaming Arrangement or Prime's Major Subcontractor, the resume shall clearly state that the proposed key personnel has confirmed placement for the proposed position if an award is received" and a Tentative/Contingent Offer letter shall also be provided which documents that the proposed key personnel has accepted the proposed position if an award is received The Tentative/Contingent Offer letters are not included in the page count for Volume I, Tab B.

The Key Personnel and their associated requirements are as follows:

#### **Program Manager**

- In addition to the requirements of the Quoter's IT Schedule 70 contract, the proposed Program Manager shall:
  - Have a minimum of ten (10) years of experience specific to IT Project Management focusing on IT development projects.
  - Have, at a minimum, a Bachelor's degree in Computer Science, Information Technology Management, or Engineering or other hard science degree.
  - Have, at least two (2) years specialized experience in managing IT DevSecOps projects and scrum team(s).

The Program Manager is responsible for the entire BPA and associated BPA Calls, shall ensure that all work under the BPA and BPA Calls comply with the BPA and BPA Call order

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terms and conditions, and shall have access to contractor corporate senior leadership when necessary. The Program Manager shall be the primary interface with the GMM's Contracting Officer's Representative (COR) and FEMA's Contracting Officer (CO), and shall attend status meetings and ad hoc meetings with stakeholders as required, accompanied by other proposed Key Personnel as necessary. The Program Manager shall be a single point of contact for resolution of BPA and call order issues.

### **Other Proposed Key Personnel**

The Quoter shall submit resumes for any number of additional Key Personnel that possess skillsets the Quoter identifies as crucial for successful performance under the resultant BPA, including BPA Call #1. The intent of permitting Quoters flexibility in identifying additional Key Personnel is to provide the Quoter an opportunity to staff the BPA and BPA Call #1 as most appropriate to the Quoter's proposed technical solution and approach to the work.

In addition to describing the experience and education of proposed Key Personnel, the submitted resumes for all additional proposed Key Personnel shall also document a) the role the proposed Key Personnel will serve under the resultant BPA and BPA Call #1 and the associated labor category and level from the Quoter's approved GSA IT Schedule 70 Labor Categories, b) the specific crucial skillset that is being met by the proposed Key Personnel and c) the level of effort for all periods of performance which will be associated with the proposed Key Personnel.

Identified Key Personnel shall be responsible for ensuring consistency across work streams, and to the extent possible, remain on the BPA throughout the duration of contract performance. The government seeks a well-balanced team of Key Personnel that includes Agile coaching, solution architecture, database architecture, product management, user experience design, and software engineering. Key personnel shall demonstrate expertise in the Agile and DevSecOps approaches, and experience using many of the tools included in the Development/Test Tool Suite identified in the solicitation and important to the Quoter's proposed technical solution for GMM SPARC. Engineers must have an understanding of supporting full-stack (application, data, network) development, as well as an understanding of automated and programmable security controls, dedicated management/security in a virtual private cloud (VPC), identify and access control, hardening OS's and applications, and encrypting data at rest and in motion.

### **Tab C: Contractor Teaming Arrangement (CTA) or GSA Prime Contractor/Subcontractor Arrangement**

- 1) Quoters may structure their quotation packages either as a GSA MAS Contractor Team Arrangement (CTA) or as a GSA Prime Contractor/Subcontractor arrangement, whichever approach it believes provides the best value solution to the DHS. Further guidance on GSA CTAs may be found at the GSA MAS Desk Reference Section 10: Contractor Team Arrangements (CTAs).
- 2) If a GSA CTA is proposed, the Quoter is to specifically identify it as such and submit the CTA supporting documentation to DHS as part of its quotation package. The CTA must identify and designate the Team Leader, all Team Members, their corresponding GSA

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Schedule Contract Number(s), and describe the services to be performed by the Team Leader and each Team Member. Each quotation submitted as a CTA shall describe the Team Leader and Team Member responsibilities in terms of receiving Orders under the BPAs, invoicing, and payment. Each quotation submitted as a CTA must include adequate Technical, and Business & Pricing information for DHS to evaluate the merits of the submission. In preparing their quote, CTA's shall follow the Instruction to Quoters for each phase. Quoters shall include CTA supporting documentation in Volume II, Tab C of their quote that shall include a cover page with their agreements to include a list of the teaming/partnering parties and the following information for each party: company name, DUNS number, address, point of contact, email address, phone and fax numbers.

- 3) If a GSA Prime Contractor / Subcontractor Arrangement(s) is proposed, only the Prime Contractor must have a GSA Schedule IT 70 contract. The Prime cannot contract to offer services for which it does not hold the proper Schedule contract. GSA authorized subcontractors may fulfill requirements under the Prime Contractor's GSA Contract that shall include Quoters cover page with their agreements to include a list of the teaming/partnering parties and the following information for each party: company name, DUNS number, address, point of contact, email address, phone and fax numbers.

### **12. Advisory Down-Selection Notification**

After the Government completes evaluation Criteria 1, 2 and 3, Quoters will receive an advisory notification via e-mail from the Contracting Officer. This notification will advise the Quoter of the Government's advisory recommendation to proceed or not to proceed with Phase II submission. Quoters who are rated most highly for criteria 1, 2 and 3 will be advised to proceed to Phase II of the quote submission process. Quoters who were not among the most highly rated will be advised that they are unlikely to be viable competitors, along with the general basis for the Government's advisory recommendation. The intent of this advice is to minimize quote development costs for those Quoters with little to no chance of receiving an award. Quoters should note that Phase I evaluation criteria are more important than Phase II evaluation criteria.

The Government intends to provide no more than 5 Quoters with an advisory notification to proceed. However, the Government's advice will be a recommendation only, and those Quoters who are advised not to proceed may elect to continue their participation in the procurement.

The Government does not intend to provide debriefings after the completion of the advisory down select notifications. Failure to participate in Phase I of the procurement precludes further consideration of a Quoter. Quoter submissions will not be accepted from Quoters who have not submitted Phase I quotes by the due date and time stated in this solicitation. For those Quoters that are rated most highly and advised to proceed to Phase II of the quote submission process, the Contracting Officer will include the Phase II submission instructions on the advisory notification, including the date, time and exact location of the Quoter's scheduled oral presentation, as well as the due date for the written portion of the Phase II submission. The Phase II written submission due date will be a minimum of 3 weeks from the date of the advisory notification, and oral presentations will be scheduled after the submission

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of written Phase II quotes.

Those Quoters that received advisory notification not to proceed to Phase II, but regardless choose to proceed to Phase II, shall send an email to [Kimmeria.Hall@fema.dhs.gov](mailto:Kimmeria.Hall@fema.dhs.gov), not later than 24 hours after receipt of the advisory recommendation not to proceed, indicating its intent to participate in Phase II. After the Contracting Officer receives notice from the Quoter stating its intent to participate in Phase II despite the Government's advisory notification not to proceed, the Contracting Officer will send a separate e-mail with Phase II submission instructions within 2 business days.

### **13. Instructions - Phase II**

The Government's notification to Quoters after evaluation of Phase I quote submissions will include the due date for Phase II written quote submissions, as well as the scheduled time for Quoters oral presentations. The due date for Phase II written submissions will be prior to the scheduled oral presentations.

#### **Volume II: Technical and Management Volume (Phase II)**

##### **Tab A: PowerPoint Slides for Oral Presentation – Proposed GMM Target Solution (Criteria 4) (25 Slide Limit)**

Quoters shall submit PowerPoint slides that will be utilized for oral presentations. While the slide limit is 25 slides for this submission, the Quoter is reminded to consider that the oral presentation is time-boxed and is encouraged to consider how many slides can be adequately covered during the oral presentation.

##### **Oral Presentation - Proposed GMM Target Solution (Criteria 4)**

The Quoter's oral presentation shall provide the Government an understanding of the Quoter's proposed GMM Target Solution. The oral presentation shall address the solution, plans and resources necessary to satisfy all SOO objectives,

[leverage the current investment and existing approved technologies to achieve Initial Operating Capability \(IOC\) as well as Full Operating Capability \(FOC\).](#)

**Deleted:** leverage the existing to achieve Initial Operating Capability (IOC) as well as Full Operating Capability (FOC). ...

In detailing its target solution, the Quoter shall provide the trade-off analysis of CGOS and custom solutions that was performed in order to determine the best approach for its proposed target solution to implement, which includes the impacts of custom development that would be required for integration of commercial and/or open source frameworks. The Quoter shall detail how its proposed GMM Target Solution provides for "as needed" and elastic surge capability designed to provide sufficient system resources during instances of peaks or surges in user activity and transactions, while also remaining cost effective.

**Exchanges during Oral Presentation:** The Government intends for the oral presentation to be

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an interactive dialogue between the Quoter and the Government. These exchanges are viewed as a component of the oral presentation itself and do not constitute discussions.

**Location:** Oral presentations will be held at a FEMA office within the Washington, DC area. The order in which Quoters are scheduled for oral presentations will be randomly selected by the Government. The presentation may be recorded by the Government. The recording is source selection sensitive and will be handled accordingly.

**Quoter Participants:** The Quoter's participants in the oral presentations shall be limited to the Key Personnel proposed by the Quoter in the quote submission, as well as the responsible corporate official. No more than seven (7) total Quoter Participants shall attend the oral presentation.

Within two (2) calendar days of notice that the Quoter has been invited to participate in an oral presentation, the Quoter shall provide the Contracting Officer with the name, current employer/company, and e-mails of the Quoter Participants for the oral presentation.

#### Format for Oral Presentation:

The Government intends for the oral presentation to proceed as follows:

Oral Presentation Portion	Oral Presentation Component	Total Time Allotment
1	Introductions and Rules of Engagement	Not specified
2	The Quoter shall present the proposed GMM Target Solution.	60 minute limit
3	The Government will caucus prior to interactive dialogue.	15 minutes limit
4	The Government and Quoter will participate in an interactive dialogue related to the information presented by the Quoter during the oral presentation (including the PowerPoint slides)	60 minute limit
6	The Quoter departs.	Not specified

#### Rules of Engagement for Oral Presentations:

1. The Government does not intend to ask questions about information contained in a Quoter's submission except for the PowerPoint Slides for the Oral Presentation (Phase II, Criteria 4, Tab A) and information presented during the oral presentation itself.



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2. The Government intends for the oral presentation to be an interactive exchange between the Quoter and the Government. These exchanges are viewed as a component of the oral presentation itself and do not constitute discussions. The Government will not ask questions that will invite or allow the Quoter to change its offer. The Quoter shall not volunteer any information that might be construed as changing its offer. Oral presentations are distinct from the Government's reserved right to conduct discussions.
3. The Quoter is in control of its presentation and may choose not to present or respond to any question provided by the Government.
4. The Government will have the Offeror's PowerPoint slides available on a Government issued laptop connected to a projector or screen. The Offeror shall be provided a remote / presentation pointer to advance slides or otherwise be afforded the opportunity to control slide advancement. Additionally, the Government provide a white board and dry erase markers for use during oral presentations.
5. The Quoter shall not bring any computers, tablets or smart phones into the oral presentation conference room, and shall not bring or distribute any written or electronic materials during the oral presentation. However, Quoters can bring one (1) hard copy of their quote to the oral presentations if desired.
6. The Quoter participants shall not reach back, by telephone, e-mail or any other means, to any other personnel or persons for assistance during the oral presentation.
7. Quoters can expect the presentation will be conducted in a conference room with a table of sufficient size to accommodate the participants, including the Government attendees.

#### **Tab B: Technical/Management Approach for BPA Call Order #1 (10 page limit) (Criteria 5)**

The Quoter shall provide its technical and management approach to meet or exceed the requirements of the 3 month Initial Planning Task (BPA Call Order #1), which is to perform all necessary initial planning tasks to prepare for the delivery of Initial Operating Capability (IOC) for the GMM Target Solution within 12 months after contract award. The approach should include how the minimum deliverables, as well as any other proposed deliverables, will be of quality and well aligned to support successful delivery of the GMM Target Solution IOC within 12 months after contract award.

#### **Volume III: Business & Pricing (Phase II)**

**There are no page limits to Volume III, Business & Pricing Volume**

**Tab A: Quotation Cover/Transmittal Letter**

The Quoter shall provide a Quotation Cover/Transmittal Letter (limit 2 pages) with pertinent Quoter information. This information should include, at a minimum, the company name, DUNS number, address, authorized corporate representative and their title, email and phone number.

**Representations and Certifications**

In accordance with the FAR 52.204-7, Quoters Representations and Certifications, the Quoter has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.sam.gov/portal/SAM/>.

After reviewing the SAM database information, the Quoter verifies by submission of this offer that the representations and certifications currently posted at <https://www.sam.gov/portal/SAM/> have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation.

Any changes to Quoters Annual Representations and Certifications must be updated accordingly at <https://www.sam.gov/portal/SAM/> prior to award.

Quoters participating in teaming/partnering arrangements for this procurement shall submit their teaming/partnering agreements with their quote. The agreements shall be signed by the parties and shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind the firm and the team/partnership. Quoters proposing major subcontracts (subcontracts exceeding 10% of the overall prime contract value) shall submit signed letters of commitment from the subcontractors which define the contractual relationship and identify contribution to the planned arrangement in terms of the type and proportion of work to be performed. Copies of agreements and letters of commitment shall be submitted with the quote under this section and will not count towards the page limitation. Quoters shall include a cover page with their agreements to include a list of the teaming/partnering parties and the following information for each party: company name, DUNS number, address, point of contact, email address, phone and fax numbers.

**Tab B: GSA Pricing Schedule**

The Quoter shall provide its GSA pricing schedule.

**Tab C: HSAR Clause 3052.209-70 (f) Disclosure and HSAR Provision 3052.209-72 (c) Disclosure**

**Tab D: HSAR 3052.209-72 – Organizational Conflict of Interest (c) Disclosure, and Mitigation Plan (if applicable)**

Volume III shall also include the Quoter's submitted response to HSAR 3052.209-72 –

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Organizational Conflict of Interest (Jun 2006) in writing as part of its quote submission, including any mitigation plan, if applicable. Failure to include a response to this HSAR provision may make a quote non-conforming and susceptible to Government rejection of the complete quote. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan.

**HSAR 3052.209-72 Organizational Conflict of Interest (Jun 2006)**

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more Quoters with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting is due to work that the Quoter will perform as detailed in the SOO that may result in an actual or real conflict of interest or potential to attain an unfair competitive advantage based on other supported efforts for the Government as detailed in this Request for Quote.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the Quoter, or (2) determine that it is otherwise in the best interest of the United States to contract with the Quoter and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the Quoter, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the Quoter may be found ineligible for award.

(c) Disclosure: The Quoter hereby represents, to the best of its knowledge that:

- \_\_\_ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or  
\_\_\_ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If a Quoter with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the Quoter shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the Quoter. The Contracting Officer will use all information submitted by the Quoter, and any other relevant information known to DHS, to determine whether an award to the Quoter may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful Quoter shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

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(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

(End of provision)

**FAR 9.5 Organizational and Consultant Conflicts of Interest**

The Contractor is notified that the Government will review Quoter's submitted responses to HSAR 3052.209-72 – Organizational Conflict of Interest (Jun 2006) in accordance with FAR 9.5, including FAR 9.505-1 – Providing Systems Engineering and Technical Direction, prior to award decision, to determine if any conflicts relevant to this Request for Quote exist for the apparent awardee and whether the mitigation plan adequately neutralizes or mitigates any identified conflicts. A quote from a Quoter deemed to have a conflict under FAR 9.505-1 may be considered non-conforming and susceptible to Government rejection of the complete quote.

**Tab E: Pricing Excel Workbook (Attachment A1b.)**

It is anticipated that pricing and award of this acquisition will be based on adequate price competition. Completion of the price template is necessary for a full evaluation of a Quoter's quote. A submitted Business and Price Volume that fails to meet or comply with price quote instructions may be deemed nonresponsive.

Quoters shall complete a price breakdown for the initial BPA Call Order #1 per Attachment A1b. Labor Hours, ODC, and Proposed Price tabs - which will be the basis for price evaluation and award. BPA Call Order #1 will be Time and Materials.

In addition, while not used as the basis for price evaluation for award, the Quoter shall complete Attachment A1b. Labor Rates tab to include all BPA Labor Categories that the Quoter requires to perform the full scope of work anticipated under the awarded BPA, including BPA Call Order #1. This template shall also include the Key Personnel (Program Manager) and any additional proposed Key Personnel. Price discounts on rates for labor categories proposed for the BPA are strongly encouraged.

The Government will evaluate the discounts offered, and determine that the labor rates are fair and reasonable, but will not otherwise utilize the BPA Labor Rates tab for purposes of price evaluation and trade off analysis, which will focus on evaluation of price for BPA Call Order #1

**Tab F: Assumptions, Exceptions and Dependencies**

The Government does not encourage Quoters to make assumptions or take exceptions from the requirements of the Request for Quote. Quoters are encouraged to submit questions, in accordance with the Request for Quote instructions, in order to obtain any necessary clarifications regarding the Request for Quote prior to quote submission. In the event that a Quoter does make assumptions or take exception to any Request for Quote requirement, the

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Quoter's Volume II submission must clearly and unambiguously identify all such assumptions, exceptions, or dependencies on which the Quoter's quote is based. Each assumption, exception or dependency shall be specifically related to a paragraph and/or specific section of the Request for Quote. The Quoter shall provide a rationale in support of any noted assumption, exception or dependency, explaining its effect in comparison to the Request for Quote. This information shall be provided in the format with content as outlined in the table below.

Request for Quote Document	Paragraph/Page	Requirement/Portion	Rationale
RFQ, RFQ Attachment (SOO, etc.)	Applicable paragraph and page number(s)	Identify the requirement or portion to which an assumption, exception or dependency is being taken	Justify why the requirement will not be met or discuss reasons why not meeting the Government's terms and conditions might be advantageous to the Government.

Any assumption, exception or dependency taken, for all Volumes I-III, shall be contained in Volume III and shall address the pertinent information for each respective Volume of the Quoter's proposal.

Assumptions, exceptions or dependencies do not make a proposal automatically unacceptable. However, a large number of assumptions, exceptions or dependencies, or a significant assumption, exception or dependency, which provide(s) little or no benefit to the Government or which do(es) not support the Government's requirement as documented in the Request for Quote may receive unfavorable evaluation in accordance with the Request for Quote Evaluation criteria for Award.

#### **Section VI – Evaluation Criteria Grants Management Modernization (GMM) Request for Quote (RFQ)**

##### **1. Basis for Award**

The Government intends to award a single BPA to the responsible Quoter whose quote

## Grants Management Modernization (GMM) Request for Quote (RFQ)

represents the best value to the Government. Using the best-value, tradeoff process, the Government will evaluate each quote in accordance with the evaluation criteria.

Phase I, Criteria 1 – Prior Relevant Experience of the Prime Quoter

Phase I, Criteria 2 - Agile Methodology & Process

Phase I, Criteria 3 - Key Personnel

Phase II, Criteria 4 – Oral Presentation – Proposed GMM Target Solution

Phase II, Criteria 5 – Technical/Management Approach for BPA Call Order #1

Phase II, Criteria 6 – Price

Phase I Evaluation Criteria, when combined, are more important than Phase II evaluation criteria, when combined. Within Phase I, Criteria 1, 2, and 3 are listed in descending order of importance. Within Phase II, Criteria 4 and 5 are listed in descending order of importance. All non-price evaluation criteria, when combined, are significantly more important than Criteria 6 – Price. As the non-price merits of competing Quoter's quotes approach equal, Criteria 6 will become more important in the best value trade-off decision. Criteria are cautioned that the award may not necessarily be made to the lowest priced quote.

Evaluations will be based solely on the materials included in the quote. Therefore, the Quoters initial quote should contain the Quoters best terms. After receipt of quotes, the Government will conduct an evaluation. However, during the evaluation process, the Government may, solely at its discretion, communicate with Quoters regarding quote elements. At any time prior to selection, including upon receipt of quote, the Government may exclude a quote from further consideration for any material failure to follow instructions, including the omission of required information.

## 2. Evaluation Criteria

**Table 2.1**

### Criteria 1-5 - Adjectival Ratings

Rating	Description
Excellent	The Government has a high expectation that the Quoter will successfully perform the required effort.
Fair	The Government has a reasonable expectation that the Quoter will successfully perform the required effort.

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Poor	The Government has a low expectation that the Quoter will successfully perform the required effort.
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**2.1 Phase I, Criteria 1: Prior Relevant Experience from the Prime Quoter**

Relevant experience will be evaluated and will be assigned an adjectival rating in accordance with Table 2.1. The evaluation is based on recent and relevant experience examples. Prior experience will be evaluated to assess the expectation of successful outcomes based on the similarity and extent to which the offeror has performed agile software development similar to what is required under this solicitation. The government will evaluate offerors prior experience to determine that offerors demonstrate a comprehensive understanding and successful execution of agile processes, modern technology, and user experience design.

**Phase I - Criteria 2 Agile Methodology, Process, and SF-425 Working Prototype**

Agile Methodology, Process and SF-425 Working Prototype will be assigned an adjectival rating in accordance with Table 2 Adjectival Ratings. Evaluation of the SF-425 Working Prototype will be based on the acceptance criteria detailed below, as well as an evaluation of:

- The extent to which the Quoter's rationale for the choice of the technical platform and stack, including any COTS products utilized for the prototype demonstrates a comprehensive understanding of modern technology and the tradeoffs of using different technologies;
- The extent to which the technical and design assumptions the Quoter made as it employed its agile methodology and process in the development of the revised web-based SF-425 working prototype demonstrate an understanding of the federal environment, iterative development, and user-centered design.
- The agile methodology and process that the Quoter proposed as it demonstrates the ability to support incremental delivery of the GMM solution.
- The system architecture diagram and the database schema as it demonstrates the quoter's technical design acumen and technical communication skills;
- The extent to which the design artifacts presented demonstrate an understanding and successful execution of user-centered design practices and processes.

**Scenario 1**

**Acceptance**

**Criteria:**

- i. The Grant Recipient can view the SF-425 Federal Financial Report.
- ii. The Grant Recipient can complete the SF-425 fields and attach any necessary attachments.
- iii. The Grant Recipient can submit the completed SF-425 and any necessary attachments to FEMA.

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**Scenario 2**

**Acceptance**

**Criteria:**

- i. The FEMA Grants Program Analyst can view the current workflow state of the submitted SF-425 Federal Financial Report submission.
- ii. The FEMA Grants Program Analyst can assign the Grants Management Specialist to review the submitted SF-425.
- iii. The Grants Management Specialist can review, comment and either accept or reject the submitted SF-425.
- iv. If the Grants Management Specialist accepts the submitted SF-425, then it is assigned back to the Grants Program Analyst for review.
- v. The Grants Program Analyst can view the Grants Management Specialist review results, and can review, comment, and either accept or reject the SF-425.

**Scenario 3**

**Acceptance**

**Criteria:**

- i. The Grants Program Analyst can modify the SF-425 report review workflow to allow for (a) an initial review by a Grants Management Specialist, and (b) for those reports that the Grants Management Specialist approves, a second review by a Grants Program Analyst for the grant program.

**NOTE 2:** The Government does not intend to evaluate the quality of the video submissions. Unnecessarily elaborate videos beyond that which is sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Quoter's lack of cost consciousness, considered as part of the Contracting Officer's Responsibility Determination in accordance with FAR 9.104 – "Standards". A smartphone video or other low-cost video production is encouraged.

**2.4 Phase I, Criteria 3 -Key Personnel**

The Government will assess the extent to which the Quoter identifies and commits Key Personnel with appropriate experience and qualifications and will be assigned an adjectival rating .

**2.5 Phase II, Criteria 4 - Oral Presentation - Proposed GMM Target Solution**

The Quoter's oral presentation shall provide the Government an understanding of the Quoter's proposed GMM Target Solution. The oral presentation shall address the solution, plans and



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resources necessary to satisfy all SOO objectives, [leverage the current investment and existing approved technologies to achieve Initial Operating Capability \(IOC\) as well as Full Operating Capability \(FOC\).](#)

**Deleted:** leverage the existing to achieve Initial Operating Capability (IOC) as well as Full Operating Capability (FOC)....

In detailing its target solution, the Quoter shall provide the trade-off analysis of CGOS and custom solutions that was performed in order to determine the best approach for its proposed target solution to implement, which includes the impacts of custom development that would be required for integration of commercial and/or open source frameworks. The Quoter shall detail how its proposed GMM Target Solution provides for “as needed” and elastic surge capability designed to provide sufficient system resources during instances of peaks or surges in user activity and transactions, while also remaining cost effective.

Oral presentations will be assigned an adjectival rating in accordance with Table 2.1 Adjectival Ratings.

Oral presentations will be evaluated based on the Quoter’s presentation of its proposed GMM Target Solution in oral presentation portion 2, as well as the interactive dialogue in oral presentation portion 4 related to its proposed GMM target solution. The Quoter’s team dynamics during the oral presentation portion 2 and 4 may also be evaluated.

Oral Presentation Portion	Oral Presentation Component	Total Time Allotment
1	Introductions and Rules of Engagement	Not specified
2	The Quoter shall present the proposed GMM Target Solution.	60 minute limit
3	The Government will caucus prior to interactive dialogue.	15 minutes limit
4	The Government and Quoter will participate in an interactive dialogue related to the information presented by the Quoter during the oral presentation (including the PowerPoint slides)	60 minute limit
6	The Quoter departs.	Not specified

### 2.6 Phase II Criteria 5 - Technical/Management Approach for BPA Call

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### **Order #1**

The BPA Call Order #1 Technical/Management Approach will be evaluated and assigned an adjectival rating in accordance with Table 2.1. The BPA Call Order #1 Technical/Management Approach will be evaluated based on the Quoter's approach to meet SOO objectives for the initial planning task to prepare for the delivery of Initial Operating Capability (IOC) for the GMM Target Solution within 12 months after contract award, including how the minimum deliverables, as well as any other proposed deliverables, will be of quality and well aligned to support successful delivery of the GMM Target Solution IOC within 12 months after contract award.

### **2.7 Phase II Criteria 6- Price**

The Government will establish a "total evaluated" price based on a completed Attachment A1b. – GMM SPARC Price Template, Labor Hours, ODCs and Proposed Price tabs. The government expects to receive price competition through several offers. The "total evaluated price" will be evaluated for price reasonableness through comparison with other proposed prices and may include other price analysis techniques. The Government will evaluate the alignment of the proposed pricing for BPA Call Order #1 to the Quoter's proposed technical and management approach in accordance with FAR 8.4. Price that does not align to the Quoter's proposed technical and management approach may indicate an inability to understand the requirements and therefore may be considered a high-risk approach to contract performance. The price quote will not be given an adjectival rating.

The Labor Rates tab will not be included in the "total evaluated price" or overall trade-off assessment, but discounts and rates will be evaluated to ensure labor categories and rates are fair and reasonable.