United States Department of Agriculture The Office of Information Affairs (OIA)

Performance Work (PWS)
Electronic Records Management

System August 3, 2022

A. Introduction

The U.S. Department of Agriculture (USDA) seeks a comprehensive cloud based electronic records management system (ERMS) to serve as a document and digital information asset management repository. The solution will provide the capability to manage electronic and physical records according to National Archives and Records Administration (NARA) records lifecycle requirements across the enterprise using a federated approach. The solution must provide an electronic document repository that will automatically and securely allow users to efficiently and responsibly: capture, index, manage, retain, categorize, find, access, apply holds, group, share, label, and execute disposition of information. Established in 1862, the U.S. Department of Agriculture is comprised of 29 agencies and offices. USDA supports eight mission areas whose work on food, agriculture, economic development, science, natural resource conservation and rural development touches the lives of every American, every day. USDA and the Office of the Chief Information Officer (OCIO) currently provides system access and support services to approximately 7,500 field offices, supporting over 124,000 users. USDA provides information to and transacts business with: other Federal agencies, the public, farmers, ranchers, businesses, and the scientific community, amongst others, on a daily basis, sharing, receiving, and creating information that must be available, accessible, secure, and managed appropriately to accomplish is mission critical needs.

All information created or received during business is a record. USDA recognizes the legal definition for a Federal record as: "all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them." Federal records can be in any format, including communications such as email, chats/IM, and calendars, documents, and presentations. However, not all records have the same value or need to be kept and managed for the same period. Records created or captured in a USDA system, including text message, Teams, SharePoint, and One Drive, must be managed electronically in accordance with either a General Records Schedule (GRS) or an Agency Records Control Schedule. These schedules provide rules for how long records must be kept (retention) and when they should be deleted, destroyed, or transferred to the National Archives (disposition). USDA and GRS schedules also specify whether the records are temporary or permanent. Any records that do not fall under an existing Agency records schedule or the GRS must be maintained as if permanent until an applicable schedule is written.

USDA is in the process of managing its email records electronically using GRS. 6.1: Email Managed under a Capstone Approach. Capstone is a flexible approach to managing email at the account level, rather than on an individual message basis. Under Capstone, emails within NARA-approved roles, such as senior officials, and political appointees, are designated as "permanent," and all others are designated

as "temporary." Email, in the context of this GRS, also includes any associated attachments. GRS 6.1 may apply to records affiliated with other commonly available functions of email programs such as

calendars/appointments, tasks, instant messages, and other associated metadata contained in email services.

USDA creates and manages records in all formats, and technologies, such as paper, office applications and spreadsheets, visualizations, and presentation software. Additional examples of records created at USDA include, but are not limited to:

- geographic information system (GIS) records;
- robotic process automation, and software bots;
- artificial intelligence.
- web pages, social media, chat, text, and electronic messaging; and
- engineering documents, maps, spreadsheets, AutoCAD, blueprints, and diagrams.

B. Objectives

The objective of this Task Order is to acquire the services of a contractor to provide and implement an established enterprise-class software solution, preferably a Commercial Off the Shelf (COTS) cloud platform, for an Electronic Records Management System (ERMS) that will allow USDA to manage its Federal Records in compliance with Federal rules and regulations, including the joint memorandum, M 19-21: Transition to Electronic Records and Disposal of Records (44 U.S.C. Chapter 33), issued by the Office of Management and Budget (OMB) and the National Archives and Records Administration (NARA). Federal records must be managed electronically, in accordance with either a General Records Schedule (GRS) or an Agency Records Control Schedule (RCS) by December 31, 2022. Consequently, a solution must also provide capabilities for digitizing and managing existing paper as electronic records and information according to NARA guidelines for temporary and permanent records specifications. The Contractor shall provide substantial value to the Agency in technical services to ensure successful business operations, maintenance, and enhancement of the systems. This work includes assisting staff and infrastructure contractors in completing scheduled Enterprise Architecture (EA) and software upgrades identified by the Office of the Chief Information Officer (OCIO). The effort includes ensuring that the systems are fully compatible and integrated with current software programs and hardware. Also, the system should be fully functional with existing operating environments within the Agency and the external users and business partners, once connected via application programming interface (API).

Leverage the General Services Administration (GSA) and National Archives and Records Administration (NARA) Electronic Records Management Solution (ERS) SIN 518210ERM to manage USDA records management needs –

Contractors under Special Item Number (SIN) 518210ERM have certified that they are capable of meeting NARA's Universal Electronic Records Management (ERM) requirements, helping to ensure records are reliable and authentic, have integrity, remain useable, and include the necessary content and context. An ERM solution will provide a comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of paper and electronic records. The vendor will provide professional management and administrative support personnel with the necessary skills to perform effective record management services for both classified and unclassified records. The services are provided using either Government or vendor equipment and facilities or a combination of both. The objective of electronic records management services is to permit the access,

maintenance, control, storage, disposition, and transfer of electronic records, including any ancillary supplies and / or services necessary to provide a total electronic records management solution.

Leverage the General Services Administration (GSA) and National Archives and Records Administration (NARA) Document Conversion Services (DCS) SIN 518210DC by having the capability to accept and manage USDA document conversion needs

Document conversion services include scanning original document text and images, converting the information to digital data with optical character recognition (OCR), transferring the data to a new archival quality media file, and formatting the information for use in a document imaging and storage system. Customized coding and indexing are also requested as part of the document conversion process.

A USDA solution must be Software as a Service (SaaS) and compatible with FEDRAMP Moderate cloud based infrastructure. The SaaS product must have existing Authority to Operate (ATO) at IL4/IL6 with other Federal agencies. The solution must be DoD 5015.02 certified for general, classified, and Freedom of Information Act (FOIA) Privacy Act (PA), and participate with the above-named GSA Schedules.

C. Scope

The scope of this work is to implement, configure, maintain, and train users on an Electronic Records Management System (ERMS). A successful solution must meet the requirements outlined in the IT Security and Privacy Requirements. In-depth system training and user guides are required for USDA users worldwide.

Records Repository System Availability

Infrastructure uptime must be 99.95% and all required maintenance must occur without impact to the user experience.

Data centers must communicate all impacts to system availability in real-time through dashboards or other interfaces.

ERMS data, records and information belong to USDA. USDA owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which USDA shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

Document Conversion Services (DCS)

The scope includes the capability to perform all document management and support services required to scan, label or tag, support Federated search, optical character recognition, support search engine optimization, storage, access, control and manage digital records along with all necessary technical services to acquire, design, test, implement, secure, operate, and maintain a comprehensive Electronic Records Management System (ERMS) with effective internal controls to secure and safeguard electronic records.

Records Management Solution (ERMS and DCS) Project Management

The contractor shall provide the highest quality contract project management support to ensure delivery of a timely, high quality, cost effective project that meets Department goals and objectives.

Communication from the Contractor ensures that the USDA Contracting Officer Representative (COR) has accurate and up-to-date information on project status, progress, and challenges.

When the ERMS solution is installed and determined live, on-line, and USDA signs off on solution, any changes from the original scope of work shall be managed through a change management process.

Records Management System Training

The contractor shall provide services and personnel with the necessary skills and experience with implementing and sustaining a comprehensive electronic records management system training program inclusive of communication and outreach materials, training materials to train agency personnel, facilitate user adoption, and support the cultural and business process shifts from manual, paper-based records to electronic records.

D. Estimated Period of Performance (POP):

12-Month Base Period + Four (4) 12 Month Option Periods

Base Period: September 2022 – September 2023

Option Period One (1): September 2023– September 2024

Option Period Two (2): September 2024 – September 2025

Option Period Three (3): September 2025 – September 2026

Option Period Four (4): September 2026 – September 2027

Estimated Base + Option Periods: September 2022 – September 2027

E. Place of Performance

Services shall be provided virtually at the vendor's location with occasional on-site meetings at the Federal Government's facilities.

F. Hours of Operation

Except for dress rehearsal, data migration, cutover, go-live, and hyper care, the Contractor is responsible for conducting business between the core business hours of 9:00 AM to 5:00 PM Eastern Standard Time (EST), Monday through Friday. The hours of operation apply except for Federal holidays, or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. Weekday after-hours and weekend availability may be necessary for dress rehearsals, data migration, cutover, go-live, and hyper care.

Federal Holidays

The following Government holidays are observed: New Year's Day, Martin Luther King Jr. Birthday, Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statue, Executive Order, and /or Presidential Proclamation. Generally, holidays that fall on Saturday are observed on the previous Friday. Holidays that fall on Sunday are observed on the following Monday. Other legislation as a One-time holiday for federal workers, such as inauguration day, shall not be a paid

holiday.

G. Travel

Travel is not required for completion of this requirement and will not be reimbursed.

H. Government Furnished Property

Government furnished property (GFP) will be provided under this contract. The COR will assist and interface with Contractor staff for the duration of this contract. The contractor shall maintain the GFP and return it to COR when the contractor's performance ends. The Government will provide contractor staff with the following:

- Four (4) Government Laptops with standard office software (Microsoft 365) • A USDA LincPass (HSPD-12 PIV card) for each staff member
- A Smart Card Reader for each staff member

I. Key Personnel (AGAR 452.237-74)

The Contractor shall be required to furnish personnel with qualifications meeting or exceeding the criteria specified in the Contract document governing the issuance of this Contract. The Contractor must employ and maintain U.S.-based personnel in the management and key personnel positions who meet the minimum requirements for each skill level to which they are assigned. The Contractor personnel must possess the technical, professional, and interpersonal capability of performing the functions described in this PWS competently and professionally. The contractor shall be required to furnish personnel with qualifications meeting or exceeding the criteria specified in the PWS. The contractor must specify in their response to this PWS the number(s) and categories of personnel required to perform the work.

 At a minimum, the Contractor must propose key Personnel that can support the following functions:

Project Manager: The Project Manager (PM) is responsible for coordinating and guiding the various facets of the project. The Project Manager is responsible for leading the project from its inception to execution. This responsibility includes planning, execution and managing the people, resources, and scope of the project. The Project Manager will create clear and attainable objectives and see them through to successful completion. The Project Manager has full responsibility and authority to complete the assigned project. Key responsibilities of the Project Manager include:

- Leading team on large projects or significant segment of large complex projects; and

- Analyzing new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components.

System Engineer: The System Engineer would collaborate with USDA to provide records management design and advice. The System Engineer would make recommendations concerning improvements to business systems and contribute to the delivery of records management project objectives. Key responsibilities of the System Engineer include:

- Formulating/defining specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer;

- Designing, coding, testing, debugging and documenting those programs;

• Providing overall operating systems, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting, and advanced mathematical/scientific software packages;

• Assisting all phases of software systems programming applications;

• Evaluating new and existing software products.

System Developer: The Developer is responsible for the development of the USDA systems and configuration. Responsibilities include developing custom scripts, programs, interfaces, and integrations with USDA systems. Key responsibilities of the Developer include:

• Devising or modifying procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results;

• Designing, coding, testing, debugging and documenting those programs.

Tester: The Tester manages the testing process, including all end user functionality related to the software and oversees the project's risk management framework. Key responsibilities of the Tester include:

• Subject matter specialist providing testing know-how in for the support of user requirements of complex to highly complex software/hardware applications.

• Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection.

Trainer: The Contractor's Trainer will work with our customer offering numerous training models, including:

• Web-accessible training videos (remote) - The Contractor's Trainer will develop numerous modular based training videos and materials based on the type of user and function. Videos are available to all Records Contributors, Records Administrators, System Administrators, and when there are upgrade changes or user interface updates.

• Web-based training (remote) - The Contractor's staff are available to provide web-based training using Microsoft Teams, or other conferencing software, as needed throughout the life of the contract.

• Instructor-led hands-on classroom training (onsite) is designed to have a light footprint on end-user time and the required skill set development. Training would primarily be aimed at the Records Management staff and key implementation personnel, with end user training as well. Upon completion of product installation, training would commence. Training can include either training of each user by the contractor's personnel, or the contractor's Trainer can train the "trainers" who would train end users. On a continuing basis, coordination can be made for personnel to receive training at the Contractor's headquarters or for on-site training to improve skills or train new personnel.

A minimum of 1,500 training hours, subject to the complexity of the system, are required for the duration of this contract, and should be spread between the base year and subsequent option years.

Substitution of Key Personnel

During the first 90 days of performance of the order, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, termination of employment, or availability of a more senior subject matter expert to enhance the USDA implementation. The Contractor shall notify the Contracting Officer (CO) within 15 calendar days after the occurrence of any of these events. For order-level key personnel, the Contractor must communicate with the ordering CO.

The contractor shall notify the Contracting Officer (CO) prior to making any changes in key personnel. No changes in key personnel shall be made unless authorized by the Contracting Officer and the contractor can demonstrate qualifications of prospective personnel are equal to or better than the qualifications of the personnel being replaced.

Proposed substitutes should have comparable qualifications to those of the persons replaced. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the ordering CO to approve or disapprove the proposed substitution. The CO will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The order will be modified to reflect any approved changes of key personnel. All disapprovals will require re-submission of another substitution within 15 calendar days.

The Government will consider non-compliance with the provisions of this clause a material breach of the terms and conditions of the contract, for which the Government may seek any and all appropriate remedies, including termination for default.

J. TASKS

This task order aims to have the Contractor perform the Implementation, Development/Modernization, Operations & Maintenance of Records Management services. The offeror should have knowledge of content and records management, workflow management, and knowledge management to analyze business processes in a holistic and integrated context and recommend viable, cost-effective technical and data solutions that improve program operations (e.g., the preparation, clearance, and approval of documents), and the categorization of data as per privacy and sensitivity, data archival policies and system setup accordingly), reduce costs, and lower administrative burdens.

The Contractor shall provide support for the tasks as described below.

J.1. PROJECT MANAGEMENT

Project management shall be required to ensure the implementation staff follows project plans for an effective and efficient effort.

Project Documentation Requirements:

The Contractor shall support Capital Planning and Investment Control in compliance with USDA, OMB, and legislative guidelines, adhering to best practices. Documentation required includes, but is not limited to:
a. Integrated Master Schedule
b. Risk Management Plan and Risk Register
c. Program Management Plan

J.2. IMPLEMENTATION AND DELIVERY METHODOLOGY The

Contractor shall provide a detailed implementation plan to include the following:

A. Describe how to maintain and enhance the platform for current and future use. **B.** Describe the methodology chosen, including the various stages of planning, defining, testing, deployment, and other relevant stages to be potentially identified.

The stakeholders will review and approve this document for risk assessment, system technicality, information security, budget, time, and other pertinent constraints.

J.3. QUALITY ASSURANCE PLAN

The Contractor shall provide a Quality Assurance Plan (QAP) that conforms to the minimum standards identified in the USDA's Quality Assurance Surveillance Plan (QASP) used to monitor contractor performance (Appendix B). The Contractor shall ensure that only high-quality products and services are delivered to the USDA.

J.4. RISK MANAGEMENT

The Contractor shall develop a Risk Management Plan and a Risk Register. Monthly updates to the Risk Register will be identified as tasks in Project Work Plan (PWP). When the Contractor believes a technical project risk is on a path to be realized in the future or already has been realized, they must notify the OIA PMO team.

J.5. TESTING

The Contractor shall conduct system testing. The Contractor shall create a test plan that must include how the iterative phases will be conducted. Tracking and reporting shall be documented to include, but not limited to:

a. Scope testing
b. New functionalities being tested
c. Feature complexity testing
d. Load and performance testing
e. Concurrent user testing

f. Infrastructure consideration
g. Mitigation and risk plans
h. Resourcing and deliverables
i. Milestone charts

Test cases shall be performed in stages to test all system components such as the system functionality and useability, surrounding business processes, system performance, security, stability, infrastructure, data migration, scalability, regression, and load testing. As each testing phase is completed, acceptance and approval must be received from the stakeholders.

J.6. USER ACCEPTANCE TESTING (UAT)

USDA-OIA will perform acceptance testing of the new system after successful completion of Contractor testing. The Contractor shall assist USDA-OIA during the preparation and execution of the acceptance test by establishing test data and maintaining the test environment. The Contractor shall prepare and maintain the UAT plan and test scenarios/scripts for users to follow during the initial structured portion of the UAT (following structured testing, the users are encouraged to conduct their free-form testing).

The Contractor shall provide the draft version of all documentation, which shall be delivered with the final product at the initiation of the UAT period.

The Contractor shall document the results of the testing in the Test Report. The Contractor shall correct any errors identified by the UAT team. Upon receipt of the report, USDA-OIA will examine the test results and determine the readiness to be released into the production environment. USDA OIA will certify the planned release under one of the following categories:

a. It is virtually error-free and should be released into production.
b. Errors still exist that should be addressed; however, a decision could be made that either:
    i. The release can proceed intact, and the errors will be corrected and implemented

through a subsequent release or,

  ii. The release can proceed, but the portions determined defective will be removed, and errors will be corrected and implemented through a subsequent release.

 c. It has major shortcomings and should not be released into production at this time. Instead, it should be returned for further development and re-testing.

J.7. DATA READINESS

Data Readiness has a major impact on the solution's functionality, performance, and general behavior and is valuable for analytics and machine learning. The Contractor shall develop a Data Readiness plan that will include details on the topics below.

A. Data Cleansing/Auditing

The Contractor shall partner with USDA OIA staff to audit the quality of the data to identify incorrect, incomplete, inaccurate, irrelevant, or duplicate data. The Contractor will also identify any missing part of data and determine the actions to resolve in coordination with USDA OIA. After the data cleansing process, the Contractor shall assist with validation and QA prior to receiving USDA OIA sign-off.

B. Data Mapping and Data Creation

The Contractor shall be knowledgeable in data visualization and business intelligence best practices to provide data architecture and mapping guidance. The Contractor shall create a data mapping document to identify data points from legacy platforms and how the data will be equated and mapped to the Contractor's system platform. The data mapping needs to be planned ahead of time and often has data and resource dependencies. The Contractor shall re-initialize the system with each sprint so that test data can be loaded, enriched, and persisted between deployments in preparation for testing.

C. Data Migration

The Contractor shall develop a Data Migration Strategy Plan regarding data conversion and migration from the incumbent platform to the implemented system. The Contractor shall define the vehicle for system loading and the required data format, within NARA guidelines. The Contractor shall be responsible for the extraction of all records, metadata, and file attachments and the translation function of the conversion process. The Contractor shall be responsible for the overall successful execution of the data migration.

The Contractor shall be capable of converting historical usage data for search and analysis where data is available. The Contractor shall analyze the accuracy of the current usage data for conversion to their platform and make recommendations on how they will assist USDA OIA in ensuring the accuracy and integrity of the converted data.

The Contractor shall verify in writing to the Government that data migrated from any legacy system to the new system is complete and accurate in accordance with the Federal Records Act and any other applicable federal law, according to the agreed-upon framework coordinated with USDA-OIA and the Contractor and that all data is accessible. The estimated sizes are below and are expected to grow.

- Migration of approximately 1,000 terabytes of email data including all 200,000 active and inactive mailboxes to the proposed solution
- Migration of approximately 1200 terabytes and 700 million files from OneDrive to the proposed solution, 150 terabytes, 30,000 site collections, and 42 million files from SharePoint to the proposed solution
- Migration from approximately 12,000 Microsoft Teams with associated teams' apps,

J.8. CUTOVER/GO-LIVE

Cutover is a critical part of the go-live phase for deployment in production. The cutover process includes a series of steps that must be orchestrated to deploy the implementation project components from the pre-production environment successfully. The Contractor shall provide a detailed cutover plan showing the specific steps and dependencies required. The cutover plan includes but is not limited to the following:

a. Cutover Strategy

b. Prerequisites to Cutover (including Go-Live criteria)
c. Planning for the availability of required resources
d. Go-live communications
e. Issue Management protocol
f. Defined Blackout Period
g. Success criterion
h. Risk assessment
i. Cutover procedure
j. Multiple Dress rehearsals (including Go/No Go Process)
k. Stakeholder Sign-off
l. Rollback plan
m. Go-live/Post Go-live support

J.9. WARRANTY/HYPERCARE

The Contractor shall warranty the entire solution/system for a 4 week period from the date of final system acceptance by USDA OIA unless otherwise negotiated as an exception or exclusion to the contract. All warranty-related activities will be performed remotely.

Available warranties for the implemented platform shall be identified by the Contractor, who will inform the USDA of any and all available remedies to claim warranty service as necessary under the written terms of the software warranty contract.

As part of the warranty plan, software maintenance and support should include the following components:

a. Procedures to resolve critical system problems.
b. 7:00 AM – 5:00 PM EST support.
c. Estimated service level agreements to repair standard system problems. d. Frequency of software updates and new software releases (i.e., patches and major revision levels) for the solution.
e. Policy regarding future enhancements and upgrades.
f. Availability of tiered support options to handle potential escalations.
g. A description of extended agreements.
h. Anticipated life cycle of the software proposed.
i. Description of system availability during periods of scheduled maintenance. j. Transition minor enhancements and defects to the backlog or trouble tickets.

J.10. TRANSITION SERVICES

The Contractor shall provide a detailed transition plan showing the specific tasks and milestones for transition-in and transition-out activities. The Contractor shall perform transition services necessary to ensure an effective transition-in and transition-out of contractor support, continued system operations and maintenance, and an orderly transition period without interruption or loss of proficiency of services within 30 calendar days.

J.11. TRAINING

The selected Contractor shall provide and conduct training for all system end-users and personnel supporting the project. The Contractor shall provide the following types of training.

A. User Acceptance Testing Training:

The Contractor shall conduct a level of training to those participating in UAT prior to the testing timeline to allow users to understand system navigation and functionality to have an efficient and effective UAT. The training shall be designed in conjunction with the UAT test scripts.

B. User Training:

The Contractor shall provide complete and comprehensive training covering the features, operation, and special care associated with the software supplied. Software system training shall include the following categories:

a) The Contractor shall identify and provide complete and comprehensive software system training for each USDA staff role using and managing the system. This training shall include, but is not limited to:
   i. Planning and setting up the system and network;
   ii. Performing database management functions;
   iii. Monitoring and managing the system's performance;
   iv. Writing and printing system reports.
b) The Contractor shall fully describe all proposed training programs detailing how the Contractor intends to provide training. The training description shall include the following:
   i. A list of all subjects with a description of each
   ii. Class material to be provided by the Contractor
   iii. Number of classes
   iv. Class duration
   v. Need for recurring training
   vi. Class size
   vii. Frequency of training material updates

The Contractor shall coordinate with OIA PMO Team regarding the number of attendees and schedule.

Classes shall be scheduled as near to the system cutover as possible. The Contractor shall work with the OIA PMO team to develop the schedule.

The Contractor shall train USDA employees or designated individuals. The Contractor shall provide all instructional materials, including printed manuals, audio, video, interactive self paced personal computer programs, and complete equipment operating instructions for all technical and operational training classes. All instructional materials shall be subject to the approval of the USDA-OIA and shall become the property of the USDA-OIA.

J.12. OPERATIONAL SUPPORT

The Contractor shall provide post-production system support that will address the following:

  a. The Contractor shall perform preventive maintenance to the Contractor and USDA OIA during mutually acceptable periods.

  b. The Contractor shall suggest or provide access to and monitor the queues in a standard ticket tracking system related to the systems covered in this task order.

  c. The Contractor shall use the ticket tracking system to intake, log, and track all tickets through resolution.

  d. The Contractor shall respond to ticket requests which can include, but are not limited to:

    i. Technical issues

     ii. System access problems and application questions (i.e., user cannot enter data into a specific field, the screen is not loading, etc.)

    iii. Error messages

    iv. Permissions

    v. Performance issues

  d. The Contractor shall log tickets within 3 hours during regular business hours.

  e. The Contractor shall analyze and diagnose system problems, identify problematic components, perform a root cause analysis, describe the problem via remote diagnostics, and initiate appropriate scheduled maintenance activities.

f. The Contractor shall provide an initial analysis of all tickets within one business day. g. The Contractor shall recommend a strategy to fix or address the problem within an agreed timeline defined by a Service Level Agreement (SLA).

  h. The Contractor shall describe all vendor-supplied maintenance services to be contractually agreed to, including the levels of contact for maintenance, preventive maintenance programs, warranties, and liabilities.

  i. The Contractor must have established problem-reporting procedures and escalation policies for unresolved problems involving all vendor-supplied hardware and software. The Contractor is encouraged to propose additional Service Level Requirements that apply to their proposed solution and services.

  k. The Contractor shall have in place procedures for data breach and response.

  j. The Contractor must provide a proposed repair schedule in their Quote and have allocated developers for a timely turnaround for issues and new requests.

  k. The Contractor must support the entire system implemented, including any hardware, software, interfaces, etc., the Contractor installed for this project.

  l. The Contractor must provide escalation support and an issue resolution plan.

K. DELIVERABLES

The following are key deliverables for this project:

The contractor shall provide the deliverables identified in Table below throughout the task.

Item	Deliverable Description / Title	Frequency	Submission Due	Distribution	Desired Format
1	Post Award Kickoff Meeting	Once	Ten (10) calendar days after contract award	RIM Team	Presentation

2	Project Management Plan	Once	Five (5) calendar days after contract award	RIM Project Manager (RIM PM)	To Be Decided (TBD)
3	Updated Staffing Plan	Once	Fifteen (15) calendar days after contract award	RIM PM	PDF
4	Monthly Progress Reports	Once	Five (5) calendar days after contract award	Task Order	PDF
5	Licenses for all Software	Once	Five (5) calendar days after contract award	TBD	PDF
6	Provisioning Cloud Infrastructure	Once	Thirty (30) days after contract award	OCIO	TBD
7	Software Updates and Patches	As Needed	As released by software manufacturer	TBD	TBD
8	Technical Manuals*	As Needed	Five (5) days post implementation	RM PM / OCIO / Copy to Departmental Records Officer (DRO)	PDF
9	System Lifecycle Management (SLM) Documents	As requested	As requested	RIM PM, copy to DRO	As required
10	Ad-Hoc reports	As requested	Within (5) days of request	RIM PM	As required
11	Phase Out	Once	Sixty (60) days prior to end of contract	COR	PDF
12	Quality Control Plan	Once	Thirty (30) days after contract award	Electronic copy; RIM OM, Contract Specialist	PDF

L. REQUIREMENTS

L.1. IT SECURITY and PRIVACY REQUIREMENTS

The Contractor shall comply with all federal, state, local laws and USDA policies and regulations. All contractor systems that access, store, or use USDA data must have regular infrastructure monitoring, have a robust data security system, and meet to include but not be limited to:

A. Security Authorization

IT systems must secure a USDA-specific Authority to Use (ATU) in order to be operational to process USDA information. Requirements for obtaining a USDA ATU include, but are not limited to, complying with the NIST Guidelines, USDA Department Regulations (DR), and Executive Orders (E.O.) listed below:

a) NIST, SP 800-37, Revision 2, Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, December 2018 b) NIST, SP 800-53, Revision 4, Security and Privacy Controls for Federal Information Systems and Organizations, April 2013, with updates as of January 22, 2015

c) USDA, DR 3540-003, Security Assessment and Authorization, August 12, 2014

d) USDA, DR 3520-002, Configuration Management, July 17, 2019

e) USDA, DR 3530-006, Scanning and Remediation of Configuration and Patch Vulnerabilities, June 5, 2019

f) Executive Order (E.O.) 13556, Controlled Unclassified Information, November 9, 2010

B. Section 508 Requirements

This contract vehicle is subject to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 749d) as amended by the Workforce Investment Act of 1998 (P.L. 105-220). The Revised Section 508 Standards, which consist of 508 Chapters 1 and 2 (Appendix A), along with Chapters 3 through 7 (Appendix C), contain scoping and technical requirements for information and communication technology (ICT) to ensure accessibility and usability by individuals with disabilities. Compliance with these standards is mandatory for Federal agencies subject to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d).

Each ICT product or service furnished under this contract shall comply with the Revised Section 508 ICT Accessibility Standards at a minimum, as specified in the contract. If any furnished product or service is determined to be noncompliant, the Contracting Officer will notify the Contractor in writing. The Contractor shall, without charge to the Government, remediate or replace the noncompliant products or services within a specified timeframe as determined by the Government in writing. If such remediation or replacement is not completed within the time specified, the Government shall have the following recourses:

1) Cancellation of the contract, delivery, task order, purchase, or line item without termination liabilities; or

2) In the case of custom ICT being developed by a contractor for the Government, the Government shall have the right to have any necessary changes made or repairs

performed by itself or by another firm for the noncompliant ICT, with the contractor liable for reimbursement to the Government for any expenses incurred thereby.

The contractor must ensure all noncompliant ICT products and services are provided pursuant to extensive market research and exhibit the highest level of compliance while satisfying the contract requirements.

For every ICT product or service accepted under this contract by the Government that does not comply with the Revised Section 508 Accessibility Standards, the contractor shall, at the discretion of the Government, remediate or upgrade the item with a compliant equivalent product or service, if commercially available and cost neutral, on either a contract specified refresh cycle for the product or service, or on a contract effective option/renewal date, whichever shall occur first.

Vendors, contractors, and their respective ICT products and services shall comply with the following standards, policies, and procedures. In the event of conflicts between the referenced documents and this contract vehicle, the contract vehicle shall take precedence. 1) Revised Section 508 ICT Accessibility Standards
   2) Section 508 of the Rehabilitation Act as amended (29 U.S.C. 794d)
   3) Federal Acquisition Regulation (FAR) Subpart 39.2
   4) USDA Section 508 Departmental Regulation

Additionally, all contract deliverables are subject to these standards.

All ICT products and services, regardless of format, must conform to the applicable Section 508 standards to allow Federal employees and members of the public with disabilities equivalent access to and use of information and data provided to those without disabilities.

All contractors, sub-contractors, and consultants are responsible for preparing or posting content must comply with the applicable Section 508 accessibility standards and, where applicable, those set forth in the referenced policy or standards document. Remediation of any noncompliant ICT or materials as set forth in this contract vehicle shall be the responsibility of the contractor, sub-contractor, or consultant.

According to the Access Board's Section 508 Scoping Requirements The following Section 508 provisions apply to the products and/or services identified in this contract vehicle: • **C202 Functional Performance Criteria:** Where the requirements in Chapters 4 and 5 do not address one or more functions of telecommunications or customer premises equipment, the functions not addressed shall conform to the Functional Performance Criteria specified in Chapter 3.
   • **C203 Electronic Content**: Electronic content that is integral to the use of telecommunications or customer premises equipment shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.

   • **C204 Hardware:** Where components of telecommunications equipment and customer premises equipment are hardware, and transmit information or have a user interface, those components shall conform to applicable requirements in Chapter 4.
   • **C205 Software:** Where software is integral to the use of telecommunications functions of telecommunications equipment or customer premises equipment and has a user

interface, such software shall conform to C205 and the applicable requirements in Chapter 5.

WCAG Conformance: User interface components, as well as the content of platforms and applications shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.

- **C206 Support Documentation and Services:** Where support documentation and services and provided for telecommunications equipment and customer premises equipment, manufacturers shall ensure that such documentation and services conform to Chapter 6 and are made available upon request at no additional charge.

In addition, vendors and contractors shall comply with the standards, policies, and procedures below for all ICT pursuant to this contract:

- For **Custom ICT Development Services**, the vendor or contractor shall ensure the ICT fully conforms to the applicable Revised Section 508 standards prior to delivery and before final acceptance.
- For **Installation, Configuration, and Integration Services,** the vendor or contractor shall not install, configure, or integrate the equipment and software in a way that reduces the level of conformance with the applicable Revised Section 508 standards.
- For **Maintenance, Upgrades, and Replacements,** the vendor or contractor shall ensure maintenance upgrades, substitutions, and replacements do not reduce the original level of conformance with the applicable Revised Section 508 standards at the time of the contract award.
- **Service Personnel** are ensured by the vendor or contractor to possess the knowledge, skills, and ability necessary to address the applicable Revised Section 508 standards and shall provide supporting documentation upon request.
- When providing **Hosting Services,** the vendor or contractor shall not reduce the existing level of conformance of the electronic content with the applicable Revised Section 508 standards.
- When purchasing ICT where 1) Section 508 validation is not possible prior to award, 2) the ICT will be changed after the award, or 3) ICT will be hosted in a third-party environment, the vendor or contractor shall test and **validate the ICT solution for conformance** to the Revised Section 508 standards, in accordance with the required testing methods as defined by the agency.
- The vendor or contractor shall **document and maintain information regarding the measures taken to ensure compliance** with the applicable requirements. This documentation includes but is not limited to testing records, product demonstrations, and reported defects by end users and testers.
- Prior to acceptance, the vendor or contractor shall provide an **Accessibility Conformance Report (ACR)** for each ICT item that is developed, updated, and/or

configured for the agency, and when product substitutions are offered. The ACR should be based on the latest version of the Voluntary Product Accessibility Template (VPAT) provided by the Information Technology Industry Council (ITI). To be considered for award, an ACR must be submitted for each ICT item, and must be completed according to the instructions provided by the ITI.

Note: A supplemental ACR may be required if the agency has additional or stricter accessibility requirements than what is outlined in the VPAT.

- Prior to acceptance, the agency reserves the right to require **a full working demonstration** of the completed ICT item to demonstrate conformance to the agency's accessibility requirements in addition to independent testing to validate.

- **In the case of non-compliance** where the vendor or contractor claims its products and/or services satisfy the applicable Revised Section 508 standards specified in the contract vehicle, the contracting officer will promptly inform the vendor or contractor in writing of the non-compliance. The vendor or contractor shall, at no cost to the agency, repair or replace the non-compliant products or services within the period specified by the contracting officer.

All Information and Communications Technology (ICT) subject to the Revised Section 508 standards will be evaluated for Section 508 conformance and usability. The test must be administered by a Federal Section 508 Testing Center. All maintenance for ICT that requires upgrades, modifications, installations, repairs, and purchases shall adhere to the Revised Section 508 standards.

C. Cybersecurity (NIST Requirements)

The Contractor will provide the Contractor's cybersecurity policy or System Security Plan to USDA, consistent with the latest publication of NIST Special Publications 800-53, 800-37, 800-39 as may be amended. The Contractor will implement and comply with that cybersecurity policy. Any changes to the Contractor's cybersecurity policy as applied to products and services provided to USDA under this Agreement and USDA Information that are inconsistent with the security requirements of the latest publication of NIST Special Publication 800-53 as may be amended shall be subject to review and approval by USDA prior to implementation by the Contractor.

Whenever a security incident occurs, the Contractor agrees to notify USDA within 2 hours by telephone and email, subsequently via written correspondence or form.

The Contractor shall develop and implement policies and procedures to address security incidents ("Response Plan") by mitigating the harmful effects of security incidents and remedying the occurrence to prevent the recurrence of security incidents in the future. The Contractor shall provide USDA access to inspect its Response Plan. The development and implementation of the Response Plan shall follow best practices that, at a minimum, are consistent with the contingency planning requirements of the latest publication: NIST Special Publication 800-61 Rev. 2, Computer Security Incident Handling

Guide. NIST Special Publication 800-53 Rev. 4, Security and Privacy Controls for Federal Information Systems and Organizations o CP-1 through CP-137 o IR-1 through IR-10

Immediately upon learning of a security incident related to the products and services provided to USDA, the Contractor shall implement its Response Plan and, within 24 hours of implementing its Response Plan, shall notify USDA.

Within 2 days of a security incident, the Contractor shall develop and execute a plan that reduces the likelihood of the same or a similar security incident from occurring in the future consistent with the requirements of its Response Plan and NIST Special Publication 800-61rev2 and NIST Special Publication 800-184, Guide for Cybersecurity Event Recovery (as may be amended) and shall communicate that plan to USDA. The Contractor shall provide recommendations to USDA on actions that USDA may take to prevent a recurrence, as applicable or appropriate.

D. FedRAMP

To ensure the information system under the contract has a valid FedRAMP Certification or an Authority to Operate/Use (ATO/ATU) in accordance with Federal Information Processing Standard (FIPS) Publication 199 defined security categorization, all work and requirements stated in the PWS, shall specially address how your firm complies with FedRAMP Certification.

E. Intellectual Property

a) Return of Data

Data and information developed, entered, and processed through this project and under this contract shall be considered Government property. Electronic files of all active, inactive, and archived cases and all data entered into the system throughout the performance period of the contract shall be returned to the USDA in a designated importable file format at the end of the contract performance period (or upon this contract termination, whichever occurs first). All documentation delivered under this task order will become the property of the USDA OIA. Documentation shall be in electronic format. USDA OIA shall have 10 working days to review draft document deliverables and provide comments to the Contractor for inclusion in the final products. USDA OIA shall have 10 working days for review and acceptance after delivery of final documents. Deliverables will be accepted upon the acceptance standards defined under each listed task. The Contractor will have 10 working days to provide a revised deliverable based upon USDA OIA's comments. USDA OIA will then have 10 working days to accept the revised deliverable.

b) Confidentiality and Non-Disclosure

Any USDA proprietary information, data, and/or equipment that the Contractor has been granted access by USDA to perform work under this contract shall be returned to the USDA when no longer required to perform work under this contract. The public

release of the above USDA proprietary information must be authorized in writing by the CO.

The component parts of this effort and reports are expected to contain sensitive information that may act as a guide for hostile entities to cause harm to the Department's critical infrastructure. Any such information made available in any format shall be used only for the purpose of carrying out the provisions of this agreement. Such information shall not be divulged or made known in any manner to any person. The Contractor shall immediately notify the Contracting Officer Representative (COR) and the CO upon discovery of any inadvertent disclosures of information. The Contractor shall not retain any information regarding vulnerabilities, including summaries, the actual vulnerability report, etc., at the end of the contract. All information arising from this contract, both hard copy and electronic, shall be returned to the COR and Agency customer at the contract Call Order(s) completion.

The Contractor must agree that:
The draft and final deliverables and all associated working papers and other materials deemed relevant by the COR that the Contractor has generated, stored, held, or managed in the performance of this contract are the property of the U.S. Government and must be submitted to the COR at the conclusion of the contract Call Order(s).

c) Sensitive Information Storage and Disclosure

Sensitive information, data, and/or equipment will be disclosed only to authorized personnel on a Need-To-Know basis. The holder shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment will be returned to Government control, destroyed, or held until otherwise directed. The COR shall ensure that all Contractor personnel takes the required USDA Security Awareness and Rules of Behavior Training.

L.2. Solution Requirements

The Contractor shall provide a flexible, scalable, and configurable solution, including all necessary software, middleware, and technical support, to meet the requirements in the table below. The Contractor shall hold an initial requirements assessment review session(s) to clarify and understand user context, which will subsequently define the user stories included in the iterative framework of the implementation methodology.

The Contractor shall provide all related licenses needed to support the full electronic records management solution. All components must be licensed to USDA for use in USDA staffed facilities, and wherever USDA has staff creating and receiving records.

Requirements

The requirements listed are the minimum requirements for the implementation.

Number	Solution Requirement
1.	At time of solicitation, full records lifecycle capabilities must be fully developed and functional, from document creation, capture, maintenance and use, preservation and legal holds, to dissemination, deduplication, retention, disclosure, disposition, destruction, and transfer, in accordance with all Federal records and information standards, including mandatory applicable Universal ERM Requirements, without an additional partner. See Appendix - C for an inexhaustive list of applicable Federal records and information management regulations, standards, statutes, and guidelines.
2.	Retention schedules in solution apply to document level, with autocategorization capability.
3.	Retention schedules can be bulk-uploaded inherently by the software, to simplify ease of information governance.
4.	Complete NARA General Records Schedules are required to be inherent in the system software.
5.	Solution must have the ability to manage records based on agency retention schedules.
6.	Solution must have full capture and management of agency records capabilities, regardless of form or characteristics, including office application software, social media, text messaging, electronic messaging, audio, video, engineering drawings, photo, website, or structured / unstructured data type. Management capabilities include but are not limited to: metadata capture and indexing, version control, and permanent records transfer to NARA with related transfer logs in accordance with existing and amended standards.
7.	Solution must have capability to transfer of permanently valuable records to NARA in a format and manner acceptable to NARA at the time of transfer.
8.	At time of solicitation, fully developed records management lifecycle solution, with additional documented capability and history of successful permanent electronic records transfer in typical formats (electronic records, digital photographs, video and audio files) to the National Archives.
9.	Solution must capture and ingest / declare and manage records using non-proprietary formats that would render the data and information unusable / inaccessible to USDA and its Government owners.
10.	Separation and removal capabilities of temporary records and non-records allow for destruction and deletion, while permanent records are transferred to the National Archives. Records and non-records authorized for deletion are reconciled with a disposition authority and are nonrecoverable.
11.	Collaboration and tasking / automated workflows, such as, but not limited to, records disposition review, are available within the application, without additional software requirements.

12.	Solution must have capability to support digital signatures, CAC / PIV Card access, to comply with M-22-09, Zero Trust Initiative.

13.	Metadata: Capture metadata about records and:
	○ Identify each record sufficiently to enable authorized personnel to retrieve, protect, and carry out the disposition of the records in the system. Appropriate identifying information may include, but is not limited to: • Office of origin;
	    • Location;
	    • File code;
	    • Key words for retrieval;
	    • Addressee;
	    • Signator;
	    • Author;
	    • Date;
	    • Authorized disposition (coded or otherwise)
	    • Essential records status; and
	    • Security / sensitivity classification.
	○ Correlate records maintained in the system with related records on paper, microform, or other media. ○ Preserve transmission and receipt data of any e-mail records managed by the system.
	○ Retain names of addressees on distribution lists for any e-mail records managed by the system.

14.	Unique identifiers are assigned to data and business objects.
15.	Disposition workflows incorporate time and event triggers, bulk approvals, declassification review, disposal, and transfer to NARA packaging, whether temporary records transfer, or permanent records accessioning.
16.	Dashboard for records management that supports the full lifecycle of records, including metadata by agency, organization, location, and disposition status.
17.	Disposition logs remain available and accessible, to support defensible disposition and audit.
18.	Solution must be capable of integrating physical records management tracker, including ability to barcode, ingest into inventory, check boxes in and out, and prepare for final disposition.
19.	De-duplication capabilities eliminate repeating copies of data and reduce the data burden on the system.

Number	Solution Requirement
20.	Autocategorization and records identification / recognition capabilities limit the burden to creators and users of information by automatically analyzing business value and applying retention and other labels based on roles and existing records schedules.
21.	Solution must have capability to support Capstone Approach to records management, including ability to identify and automatically categorize Capstone Officials, and any staff acting in that capacity, without additional system training.
22.	De-duplication should be an inherent function of the system to support Capstone and reduce information burden on USDA.
23.	USDA Agency Records Schedules and the NARA General Records Schedules, which represent living documents, are supported and integrated into business rules, including batch assignment of retention rules and labels.
24.	Solution must have Integrated File Plan capability to aid in autoclassification and autocategorization.
25.	Scheduling of unscheduled records support, with the ability to capture, identify, declare, and report unscheduled records and information systems.
26.	Solution must have the appropriate level of security for the records and compliance with USDA and Federal requirements for safeguarding information resources built into the system.
27.	System software is required to be owned by a United States company, operating in the contiguous United States, ensuring USDA seamless access to its records and data which are stored in the United States.
28.	System software must be fully hosted by the vendor in the GovCloud, compatible with FEDRAMP infrastructure.

29.	Cybersecurity, Database Administration, and system administration services must be wholly provided by vendor.
30.	Vital/Essential records are required to be easily identified and tagged, with appropriate support to back up and export vital records on a recurring basis, per 36 CFR 1223.16.
31.	Continuity of Operations (COOP) staff must have access to system backups in event of COOP situation without first requiring access from vendor / contractor personnel.
32.	Continuity of Operations Systems, events and process capabilities must be supported.
33.	**Backups**: Data and information backup are required to protect against information loss and system can: ○ Conduct backups on a regular, (daily/near daily) basis to safeguard against the loss of information due to equipment malfunctions or human error; ○ Provide for recovery of the records that have been copied during the backup; ○ Allow duplicate copies of permanent or unscheduled records to be maintained in storage areas separate from the location of the records that have been copied; and ○ Delete backup copies at the time that records are deleted from the system to ensure no issues with discovery or litigation.
34.	Inputs, outputs, and processes must be clearly defined in the solution, such as in the Federal Integrated Business Framework Business Capabilities - Electronic Records Management.
35.	Information governance, security and privacy are required to be fully integrated into the system configuration process.
36.	All FIPS 199 moderate-impact and high impact information is required to be encrypted at rest and in transit, unless encrypting such information is technically infeasible.
37.	Permission and role-based views and dashboards for managing, monitoring, and accessing the system should be easily configurable.
38.	Information must be managed with clearly designated roles and responsibilities to promote effective and efficient design and operation of information resources management processes within the system.
39.	Solution should leverage Role Based Access Control (RBAC) / Attribute Based Access Control (ABAC).
40.	Solution should leverage supplemental markings to be able to mark Classified, sensitive, Controlled Unclassified Information (CUI), Freedom of Information Act (FOIA) / Privacy Act (PA) information.
41.	Solution should leverage inherent redaction capability to protect sensitive information, which automatically creates version to redact and facilitate business processes.
42.	Audit controls must include access logs, alerts, errors, incident and event reporting, and regular (daily and weekly) system reporting, including recurring, user-generated reports for records management and IT stakeholders to proactively monitor the system.
43.	Solution must have the ability to generate reports demonstrating effective controls and compliance per 36 CFR 1220.18 and provide the ability to design and generate customized reports per ISO 15489-1:2016, Section 6.4 Monitoring and evaluation.
44.	Security and Information Governance: Access controls are required to be applied universally to protect data and enforce business policies. Business rules must ensure consistency, completeness, and accuracy of metadata.
45.	System is required to track access, alterations, and location of records in an audit log (ISO 15489-1:2016, Section 5.2 Records).

Number	Solution Requirement
46.	System must be capable of exporting records to facilitate access, processing, and appropriate handling under the Freedom of Information Act (FOIA) or for the purposes of proactive release per 5 U.S.C. § 552 (a)(2).
47.	System must have the capability to support Bates Numbering.
48.	File synchronization and email journaling occur on a daily or near-daily basis.
49.	Solution must have manage-in-place capability for email, files in Shared Drives and other file repositories, information systems, software applications, platforms, webtools, and interfaces.
50.	Security classifications, controlled unclassified tagging, and permissions are required to be fully integrated into the system.

Number	Solution Requirement
51.	System must have the capability to support all word processing type software, such as non-Microsoft products, including email, electronic files and file shares.
52.	Solution must handle migration of email (if replacing existing Microsoft products) and electronic records from current shared drives, and storage repositories such as, but not limited to: Microsoft Outlook, Exchange Online, SharePoint Online, ProofPoint, and OneDrive to records repository for appropriate retention and disposition. Contractor will supply plan for efficient migration of data into the repository.

53.	**Migration of records capability** - System is required to:
	   o Retain the records in a usable format for their required retention period and until their authorized disposition date;
	   o Convert to PDF-A for continued access and transfer to NARA.
	   o Ensure that information is not lost because of changing technology or deterioration;
	   o Provide a standard interchange format (e.g., ASCII or XML) to permit the exchange of electronic documents between USDA offices using different software or operating systems;
	   o Allow for the conversion of storage media to provide compatibility with current hardware and software; o Maintain a link between records and their metadata through conversion or migration; and
	   o Ensure that the authorized disposition of the records can be implemented after conversion.

54.	Solution should provide integrated litigation hold / freeze and search capabilities via user role, name, custodian, title, keyword search and "case and project," topic. Workflows in a role-based access control model allow holds to be set and lifted easily, as needed.
55.	Solution should provide litigation support and processes allow data location, capture / collection, preservation, collaboration, retrieval, processing, review, production (ediscovery), reporting, audits, and efficient processing of holds.
56.	System should ensure that litigation holds can be created and migrated into the records solution, to effectively place holds on content, regardless of original location, capturing associated metadata to support legal function.
57.	Organization of information into "case and project electronic folders" should be seamless and accessible for users.
58.	Off-the-shelf, web-enabled case management system with configurable, zero-code user interface builder, including support for forms, dashboards, and task management.
59.	Solution should build, configure, and support agency case processes.
60.	Solution must have the ability to manage Congressional requests.
61.	Off-the-shelf, zero-code, process-oriented workflow system capable of tracking tasks and approvals.
62.	**Paper-to-Electronic Record Conversion**: Solution must have the ability to perform ingestion, scanning, analyzing, indexing, quality checking, and storing existing paper records as electronic objects, with optical character recognition, and PDF-A standards for longer term retention documents.
63.	Indexing and Search Engine: Solution must enable indexing and federated searching of stored electronic records by managing metadata about the records. This is the central engine that controls access and life cycle for all the managed objects governed by established policies and procedures.
64.	Section 508 requirements are required to be incorporated into the solution, including customization, integration, and electronic deliverables.
65.	Legacy and future systems should read, write, manage, and access records to the provided solution via web services or application programming interfaces (APIs).

Number	Solution Requirement

66.	System documentation necessary for the preservation of permanent electronic records must be provided and maintained up to date as system is updated, which includes, but is not limited to:
	○ Technical specifications;
	○ Data and file system specifications;
	○ Code books;
	○ Output specifications;
	○ Software operating manuals and user guides;
	○ Data standards;
	○ Data dictionaries;
	○ Database records;
	○ Table and dependency descriptions;
	○ Metadata and taxonomies;
	○ Controlled vocabularies;
	○ Schemas;
	○ Source code;
	○ Registries; and
	○ Logistical and physical data models.

L.3. ADMINISTRATIVE REQUIREMENTS

A. Kickoff Meeting

Within five (5) business days following the contract awards, the Contractor shall conduct a Kickoff meeting with the COR to discuss the Performance Work Statement (PWS) plans. The Kickoff meeting, TBD is based on a selected vendor. The Contractor's key personnel shall deliver the presentation, and the discussions shall contain the following minimum requirements (Refer to J: TASKS):

a. Initial Project Plan to include a detailed schedule including recommended timelines, deliverables, and milestones necessary to accomplish the scope of work and technical requirements of this PWS. The Final Project Plan shall be delivered within 30 days of this contract award; and

b. Initial Quality Assurance/Quality Control Plan (QCP) and Reports (include recommended Service Level Agreements (SLAs) proposed for the operational readiness of the production environment.

B. Meetings:

The COR and authorized Contractor representative(s) shall meet at least monthly. Meeting changes require written consent. The purpose of the meeting is to review the status reports, performance results, and current/outstanding issues and provide any USDA/OIA informational materials to the Contractor. The goal is to keep track of performance, identify/mitigate any potential problems, resolve issues, and maintain a smooth operating contract.

The Contractor shall attend, at a minimum, weekly status meeting with the PMO team to discuss ongoing work, issues, risks, and upcoming work that needs to be completed. The Contractor shall propose an agenda for the meeting and send the agenda to the PMO team at least three days before the meetings are convened. The PMO team will finalize the agenda and distribute the agenda at least one day before the meeting. Ad-hoc status meetings may be convened as the need arises.

The PMO team shall be responsible for recording and distributing the minutes of these meetings to the Project Sponsor.

C. Weekly Summary Reports:

The Contractors shall provide weekly summary reports that capture the scope, achievements,

upcoming tasks, and issues and recommendations for issue remedies and/or preventative actions. Reports shall be delivered via email and are due by the close of business every Friday, starting the second Friday after the kickoff meeting, unless the second Friday is a holiday. The preferred submission method is electronic format using MS Word for reports and Excel for spreadsheets. The COR may require that a report be submitted sooner than the Friday of each week. The Weekly Summary Report shall be based on the previous weekly activity and shall cover:

- Contractor's Name, Address, Telephone
- Contractor's Contact Name, Telephone, Email
  - Reporting Period (i.e., Month of December 1-31, yearly)
- Overall status
- Scope
- Achievements for the reporting period as compared to the work plan tasks and milestones
- Outstanding issues
  - Outline of the major goals for the coming reporting period
- Recommendations
  - Quality Assurance and Quality Control Plan report (QCP) (Appendix B)

L.4. Invoicing

The Contractor shall invoice as follows:

Software License: Vendor will invoice for software once installed and accepted in the test environment.

Professional Services (except training): Upon acceptance by the Government in equal monthly installments over a 12-month period.

Training: Upon completion and acceptance by the Government.

Submit final/completed invoicing through Invoicing Processing Platform (IPP).

Invoicing Processing Platform (IPP): The contractor shall submit invoices online and obtain payment status via the Invoice Processing Platform (IPP) at https://www.ipp.gov/.

M. INSTRUCTIONS FOR SUBMITTING QUOTES AND EVALUATION

Offerors will be evaluated in two phases with an advisory down-select after Phase 1. The expected cost of this project is an estimated $30 million for a twelve-month base period and four twelve-month option periods.

Contractors shall prepare and deliver **only** Factor 1, Prior Experience for submission, the government will evaluate Phase 1 submissions and provide contractors notice via advisory down-select notification. All Phase 1 submissions shall be uploaded to the GSA eBuy web portal by **5:00 pm EST on August 26, 2022.**

Failure to participate in Phase 1 of the solicitation precludes further consideration of an Offeror. Submissions will not be accepted from Offerors who have not submitted the Phase 1 quote by the due date and time stated in this RFQ. Additionally, an Offeror's decision not to participate in Phase 2 of the procurement precludes further consideration of an Offeror.

Questions regarding the PWS and Phase 1 shall be submitted to XX by **5:00 PM EST on August 18, 2022**. All questions must be received by 3:00 PM. Responses to all Contractor questions will be posted in the GSA eBuy web portal. The Government reserves the right not to provide a response for any Offeror question/clarification received after the date and time listed above. If, however, the Contracting Officer determines that a request cites an issue of significant importance, the Government will provide a written response to all Offerors.

The Government will be conducting the evaluation in two (2) phases. Phase 1: The Government will be evaluating Factor 1: Prior Experience Implementing, Fully Developed Electronic Records Management System (ERMS) Solution Meeting Technical Requirements. Phase 2: Factor 2: Projected Project Schedule/Proposed Plan for Fulfilling Requirements, Factor 3: Oral Presentation: Guided Walkthrough of Technical Requirements, Factor 4: Contract Price.

After the Government completes evaluation of the Phase 1 submission, Offerors will receive an advisory notification via email from the Contracting Officer. The notification will advise the Offeror of the Government's advisory recommendation to proceed or not to proceed to Phase 2. The Government anticipates only recommending three (3) of the most capable vendors to Phase 2 of the quote submission process. The intent of this advisory notice is to minimize development and other costs for those offerors with little to no chance of receiving an award. The Government's advice will be a recommendation only and those Offerors 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 notifications. The Government reserves the right to bypass down select activity based on the best interest of the USDA.

Vendors will respond to USDA requirements outlined below and produce evidence that they meet requirements. Initially, the Government will evaluate baseline system capabilities and technical requirements listed in the Performance Work Statement (PWS); National Archives and Records Administration (NARA) Universal Electronic Records Management Requirements (UERM); and the Federal Integrated Business Framework (FIBF) for Electronic Records Management (ERM) Business Standards. The latter two consist of NARA's effort to provide a government-wide, modern, cost effective, standardized, and interoperable set of records management solutions and services to Federal

agencies. NARA identified the common, core requirements all Federal agencies need to support their records management programs. All Federal agencies need to manage their records in compliance with NARA's statutes, regulations, and guidance. The evaluation will consist of review of vendor submitted evidence supporting each requirement.

SUBMISSION OF QUOTE

Quote submission will include the following two the following items:

Phase 1

• **Factor 1**: Prior Experience Implementing , Fully Developed Electronic Records Management System (ERMS) Solution Meeting Technical Requirements.

Phase 2

• **Factor 2**: Projected Project Schedule/Proposed Plan for Fulfilling Requirements •
Factor 3: Oral Presentation: Guided Walkthrough of Technical Requirements •
Factor 4: Contract Price

M.1. Phase 1:

Factor 1: Prior Experience
To ensure that the offeror has prior experience, USDA will use the following requirements to evaluate **Factor 1**, **Prior Experience**.

Submission Requirements:
The offeror shall provide a detailed description of previous years' experience in a similar scope as outlined in the Performance Work Statement.

The offeror shall:

1. Certify using the template provided (Spreadsheet is titled: _UpdateOIA ERMS_Requirements Table), that the ERMS solution being proposed meets each technical requirement outlined in the PWS in addition to the National Archives and Record Administration's Universal Electronic Records Management Requirements.
2. Provide detailed examples of prior experience implementing an ERMS solution with a Federal agency.
    a. Describe the exact role your firm played in implementing the ERMS solutions. b. Describe your key accomplishments and the value added to the ERMS solution implementation initiatives.
    c. If any, describe an ERMS solution implementation that didn't meet the federal customer's satisfaction and your response to contain and mitigate a negative impact.
    d. Describe the plans, policy, and procedures that were used to ensure the privacy and security of Government Information stored in contractor systems.
    e. Submit documentation demonstrating that the ERMS was in compliance with Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) referenced in Security Requirements Section M.1.3.

    f. Address how your firm's Cybersecurity Policy or System Security Plan and your plan for addressing any related incidents that may occur referenced in Security Requirements Section M.1.4.

3. Offerors must also include the following details for each prior experience referenced in the written response to the questions above.

a) Client organization name and client contact information to include phone and

email b) Contract or Task Order Number

c) Period of Performance

d) Objective of the prior project and team compositions/roles

It is the responsibility of the Offeror to ensure the point-of-contact for each reference is available to be reached by phone during the days immediately following the prior experience submission.

M.2. Phase 2:

Offeror's that are down selected from Phase 1 will be evaluated in Phase 2 on their submissions for the following factors:

Factor 2: Projected Project Schedule/Proposed Plan for Fulfilling Requirements

To understand the offeror's estimated project schedule/proposed plan for fulfilling the requirements in the PWS, use the template provided (Spreadsheet is titled OIA ERMS_Project Schedule Template), to estimate the duration of the smaller schedule elements, such as tasks or activities, and workstreams. Do not include government factors or other factors out of the offeror's control.

The offeror should also include a supplemental narrative that outlines the following:

- Plan for completing the software "Transition to Internet Protocol Version 6 (IPv6)," as mandated in the Office of Management and Budget (OMB) memorandum, M-21-07, "Completing the Transition to Internet Protocol Version 6 (IPv6)," dated November 19, 2020.
- Plan for document conversion services to span the Department and its locations, including all document management and support services required to ingest into the ERMS for retention and appropriate disposition.
- Address Department-wide implementation support and contractor presence subject to USDA review and approval.

- Specify back up practices and locations, including system backup frequency, for USDA review and approval.
- Specify how often the data is refreshed, and by whom.

Factor 3: Oral Presentation: Guided Walkthrough of Technical Requirements

To ensure that the offerors have a high potential to provide productive outcomes, USDA will use the following requirements to evaluate Factor 3, Oral Presentation: Guided Walkthrough of Technical Requirements. Oral Presentations are being held to allow the offeror to present their ability to meet the technical requirements set forth in the PWS. The presentation shall clearly detail how the Contractor will meet the requirements during the performance award. These exchanges are viewed as a component of the oral presentation and do not constitute discussions. The Government does not intend to ask questions about the information contained in an Offeror's Phase 1 submission during the oral presentation.

-

Details for the Oral Presentation: Guided Walkthrough of Technical Requirements

1. Will take place during Phase 2 and after the initial evaluation of written quotes.   2. Will need to take place within approximately 14 days after receipt of the written proposal. The Contracting Officer will contact the offeror to schedule the date/time of the oral presentation.
3. Microsoft Teams will be the designated platform.
4. Offeror shall send a list of attendees with a maximum of 8 persons.
5. The attendees shall be in large part, the Key Personnel.
6. Walkthroughs will be limited to 60 minutes and should demonstrate capabilities within a live solution. It is estimated that the government will have 15 minutes of questions. 7. No exchanges or discussion between evaluators and presenters will be permitted during the presentation.

8. **Oral Presentation Rules of Engagement**. The Contracting Officer may issue guidelines for the conduct of the oral presentation. The following guidelines are provided for the benefit of offerors:

  a. The offeror shall submit presentation team names, email addresses, and proposed roles in the Proposed Plan to the Contracting Officer at least 24 hours before the presentation.

  b. The offeror's presenters shall not ask questions of the Government evaluators. There will be no sidebar interactions between the offeror and Government personnel.

  c. The offeror shall not make any statement that contradicts or changes any text in its written submission.

  d. After the presentation, the offeror shall not be allowed an opportunity to revise anything that was said during the oral presentation or any part of the firm's previously submitted proposal.

Oral Presentation Submission Requirements:
During the guided walkthrough, the offeror **must demonstrate via its live ERMS solution how it intends to satisfy the technical requirements in the PWS**. The offeror's walkthrough should also

incorporate a sampling of Agency records schedules and record types across the Department to demonstrate how its solution will work with Department records and schedules.

Factor 4: Contract Price
USDA will use the following to evaluate **Factor 4**, **Contract Price**.

Contract Price Submission Requirements:
1. The offeror shall use the attached budget template (Spreadsheet is titled OIA ERMS_Project Budget Template) for pricing breakout.
2. The offeror shall submit pricing for the base period and the four (4) option periods. The pricing structure shall be submitted as follows:

  a. Base period start-up cost
  b. Base period annual cost
  c. Annual cost for each of the four (4) option periods.

3. Price submission shall be submitted as a separate attachment.
4. The offeror shall submit the pricing using a pricing schedule accompanied by any applicable supporting documents to provide a complete understanding of the basis of the estimate; any offeror assumptions shall be listed.
5. The offeror shall certify and provide evidence of compliance with Section 889 of the 2019 National Defense Authorization Act.
6. Vendor quotes will specify pricing and all charges, for example: by license, by storage, transaction, access frequency and speed, annual maintenance fees, 10 year lifecycle cost, and all other charges at time of quote submission.

SECTION C: Evaluation

N. Evaluation Process

N.1. Rating Definitions

Confidence	Definition

Rating	
High Confidence (Low Risk)	The Government has **high confidence** the vendor understands the requirement, proposes a sound approach, and will be successful in performing the contract with **little or no** Government intervention.
Some Confidence (Moderate Risk)	The Government has **some confidence** the vendor understands the requirement, proposes a sound approach, and will be successful in performing the contract with **some** Government intervention.
Low Confidence (High Risk)	The Government has **low confidence** the vendor understands the requirement, proposes a sound approach, or will be successful in performing the contract **even with** Government intervention.

N.2. Phase 1 Evaluation: Based on Information from Factors 1 and 2

1. **Initial Determination:**
The evaluation in Phase 1 will determine the offerors who will be advised to move to the Phase 2 quote process.

2. **Rating Offerors:**
Prior Experience will be evaluated and rated with high confidence (HC), Some Confidence (SC) and Low Confidence (LC)

3. **Phase 2 Advisory:**
The Government anticipates only three (3) vendors proceeding to Phase 2.

N.3. Phase 2 Evaluation: Based on Information from Factors 2, 3, and 4

A. Purpose:

The evaluation in Phase 2 will determine the offeror whose Quote will be best value to the Government.

B. Rating Offerors:

Prior Experience in fully developed ERMS that meets all technical requirement, Projected Project Schedule/Written Proposed Plan for Fulfilling Requirements, Oral Presentation: Guided

Walkthrough of Technical Requirements and Contract Price Schedule will be evaluated and rated with high confidence (HC), Some Confidence (SC) or Low Confidence (LC) using a consensus evaluation method.

The entire Price Volume will be evaluated for the reasonableness of the overall price (Including options). The pricing will not be disclosed until Phase 2. This evaluation will determine if the costs contained in the Offeror's Quote are reasonable, given the nature of the work to be performed. **While not a rated factor, price to the Government will be a factor in selecting the successful offeror that represents the Best Value to the Government.**

Evaluation of options does not obligate the Government to exercise the options. The Government reserves the right to exercise some, all, or none of the Option CLINs.

Proposals that exhibit the following characteristics may be deemed to show an inherent lack of technical competence or failure to comprehend the complexity and risk of the contract requirements:
- Unrealistically low or high total price (compared to the Government estimate and/or other competitive proposals submitted in response to this solicitation).
- Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated.
- The Government reserves the right to reject such proposals.

C. Award Selection

Evaluations will be conducted in accordance with FAR Part 8.4. The award will be established with the Offeror whose quote provides the best value. For the purposes of this RFQ, "best value" is defined as the procurement process resulting in the most advantageous acquisition decision for the Government and is performed through an integrated assessment and trade-off analysis among the five evaluation factors. The Government may elect to award to other than the lowest priced quote, based on the results of the tradeoff analysis between non-price and price factors. The Government intends to evaluate quotations and an order against a GSA contract schedule without communications with Offerors. The Offerors should therefore propose their best approach to meeting the requirements of the PWS and solicitation. However, the Government reserves the right to enter into communications if it is deemed to be in the best interests of the Government.

- All non-price factors are more important than Price.
- Factor 1, Prior Experience, is more important than Factor 2, Oral Presentation, which is more important than Factor 3, Projected Project Schedule/Proposed Plan.
- Price is an important factor and will be considered in the best value determination. The government reserves the right to make award at other than the lowest price or highest technically rated offeror.

USDA intends to award without discussions, so all offerors should submit their best Quote with the original submission.

B. **RESPONSE FORMAT**

The USDA desires all responses to be identical in format to facilitate comparison.

While the USDA's format may represent a departure from the Service Provider's preference, the USDA

requests adherence to the format.

   • Responses can be in the following authorized formats, Adobe Acrobat. • When submitting RFQ responses, the required naming convention in the subject line should be the following: **RFQ Response USDA OIA ERMS - [INSERT Business name]** • All Responses are to be in the format described below:

       A. Cover Letter **(Phase 1)**

       B. Section 1: Executive Summary **(Phase 1)**

       C. Section 2: Company Profile **(Phase 1)**

       D. Section 3: Client Profiles (Prior Experience) **(Phase 1)**

       G. Section 6: System Functionality **(Phase 2)**

       H. Section 7: Projected Project Schedule and Proposed Plan for Fulfilling Requirements **(Phase 2)** I. Section 8: Contract Price **(Phase 2)**

          1. Labor costs by labor category

          2. Estimated Licensing Cost for 125k users, assuming USDA does not currently have enterprise or user licenses (include multiple licenses as appropriate, e.g., electronic signature licensing)

          3. Software subscription or similar costs

          4. Other direct costs

          5. Narrative to address other submission requirements

      J. Other information the Offeror wishes to communicate to the USDA **(Phase 1 & Phase 2)**

APPENDIX A: ACRONYM/ABBREVIATIONS

Acronym/Abbreviation	Full Name/Title/Phrase
ATO	Authority to Operate
ATU	Authority to Use
CFR	Code of Federal Regulations
COOP	Continuity of Operations
COR	Contracting Officer's Representative
COTS	Commercial off the shelf
CUI	Controlled Unclassified Information
DCS	Document Conversion Services
DRO	Departmental Records Officer
ERM	Electronic Records Management
ERMS	Electronic Records Management System
FedRAMP	Federal Risk and Authorization Management Program
FERMI	Federal Electronic Records Modernization Initiative
FIBF	Federal Integrated Business Framework
FIPS	Federal Information Processing Standard

FOIA	Freedom of Information Act
FRA	Federal Records Act
GIS	Geographic Information System
GRS	General Records Schedule
GSA	General Services Administration
HC	High Confidence
ICT	Information and Communication Technology
IPv6	Internet Protocol Version 6
ISO	International Organization for Standardization
LC	Low Confidence
MC	Moderate Confidence
MTTR	Medium Time To Respond
NARA	National Archives and Records Administration
NIST	National Institute of Standards and Technology
OIA	Office of Information Affairs
OCIO	Office of the Chief Information Officer
OCR	Optical Character Recognition
OMB	Office of Management and Budget
OOTB	Out-of-the-box
PA	Privacy Act
PM	Project Manager
PMO	Project Management Office (USDA OIA)
POC	Point of Contact
PWP	Project Work Plan
PWS	Performance Work Statement

QA	Quality Assurance
QAP	Quality Assurance Plan
QASP	Quality Assurance Surveillance Plan
RBAC/ABAC	Role Based Access Control / Attribute Based Access Control
RCS	Agency Records Control Schedule / Agency Records Schedule
RM	Records Management

RMA	Records Management Application
SaaS	Software as a Service
SIN	Special Item Number
SC	Some Confidence
SLA	Service Level Agreement
UAT	User Acceptance Testing
UC	Unknown Confidence
UERM	Universal Electronic Records Management Requirements
USDA	United States Department of Agriculture

APPENDIX B: Quality Assurance Surveillance Plan

US Department of Agriculture (USDA)

Quality Assurance Surveillance Plan

Contents

Project Name

USDA, Office of Information Affairs (OIA): Electronic Records Management System (ERMS)

Solicitation / Contract Number

Solicitation Number: 12314422R0033

1. This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance work statement (PWS) entitled USDA, Office of Information Affairs (OIA): Electronic Records Management System (ERMS)

1.1 Purpose

The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor

is meeting the performance standards identified in the PWS. This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

1.2 QASP Relation to the Contract

1.2.1 QASP Revisions

The Contracting Officer Representative (COR) may make revisions or changes to the QASP procedures and surveillance methods or increase or decrease the degree of surveillance methods at any time during the contract performance period. Changes to the Metric must be incorporated into the PWS, Performance Requirement Summary (PRS) and QASP by a bilateral modification to contract that is issued by the Contracting Officer (CO). A copy of the QASP is provided to the contractor to enable the contractor to enhance its Quality Control (QC) program to perform in accordance with its Quality Control Plan (QCP).

1.2.2 Surveillance of Performance Progression

As the performance period progresses, the levels of surveillance may be altered for service areas where performance is either consistently excellent or unsatisfactory. If consistently good performance, then the amount of surveillance may be reduced. If observations reveal consistent deficiencies, increased surveillance may be implemented.

1.3 QASP Relation to the Quality Control Plan (QCP)

The QCP is a required element of contract and the Contractor shall adhere to its established quality control processes and procedures in managing and performing work as described in the contract. While the QCP represents the way in which the Contractor will ensure its quality and timeliness of services, as defined in the PWS, the QASP represents the way in which the Government personnel specified in *Section 3: Contractor and Government Responsibilities, Paragraph 3.2, Government Responsibilities* will evaluate the contractor's performance. The contractor's QC program and the residual organization's QASP should be complementary programs that ensure successful contractor performance.

Section 2: Performance Description

Performance of the contractor will be monitored through the surveillance methods described in Section 4: Surveillance Methods to Perform Quality Assurance to assess the Contractor's performance against PWS requirements.

2.1 Performance Standards and Acceptable Quality Levels (AQLs)

For selected activities in the PWS, the PRS provides a performance standard and an AQL. A performance standard is the expected level of contractor performance. An AQL defines the level of performance that is satisfactory. Depending on the service evaluated and the evaluation method selected, performance standards and AQLs may be stated as a number of occurrences or as a percentage. Performance standards and AQLs for random sampling and 100 percent inspection are generally stated as percentages. For periodic inspections, performance standards may be stated as either percentages or as absolute numbers.

The contract requires the Contractor to perform all work as specified. Any inaccuracies or omissions in services or products are referred to as "defects" on the part of the Contractor. The Contractor shall be responsible for all identified defects and may be required to perform the work at no cost to the government. The AQLs take into account that in some instances an allowable level of deficiencies (deviations) is possible while overall performance continues to meet the government's desired level of service.

2.1.1 Allowable Deviation

The AQLs define the level or number of performance deficiencies the Contractor is permitted to reach under this contract. AQLs take into account the difference between an occasional defect and a gross number of defects. AQLs can be expressed as a percentage of or as an absolute number (e.g., three per month). There may be instances where 100 percent compliance is required, and no deviation is acceptable (e.g., where safety is involved).

2.1.2 Substantially Complete

In some cases, service outputs are evaluated using subjective values (e.g., excellent, satisfactory, unsatisfactory). The criteria for acceptable performance and for defects must be defined for these service outputs. The concept of

"substantially complete" should be the basis for inspections based on subjective scales. Work is considered "substantially complete" where there has been no significant departure from the terms of the contract and no omission of essential work. In addition, the Contractor has performed the work required to the best of its ability and the only variance consists of minor omissions or deficiencies.

2.2 Non-Performance

Non-performance occurs when the contractor's performance does not meet the AQL for a given requirement. Requirements may contain multiple performance elements, and therefore, deficiencies may occur in one or more aspects of performance (e.g., timeliness, accuracy, completeness, etc.) or subject areas of effort.

When surveillance indicates that the contractor's service output is not in compliance with the contract requirements, the Contracting Officer's Representative (COR) must determine whether the Contractor or the Government caused the deficiency. If the cause of the defect rests with the Government, corrective action must be taken through Government channels. If the cause of the defect is due to action or inaction by the contractor, the contractor is responsible for correction of the problem at no additional expense to the Government.

2.2.1 Documentation

Documentation of work non-performed or unacceptable work is essential for tracking Contractor performance. The COR will document deficient work by compiling facts describing the inspection methods and results and to substantiate nonconformance with the contract. A sample documentation reporting form is provided in Appendix B. The documentation, with any recommendations, will be forwarded to the CO. In the case of the Contractor, the COR will decide whether to elevate the problem to the CO for corrective action.

2.2.2 Remedial Actions

The Federal Acquisition Regulation allows for penalties in the event that the Contractor fails to perform the required services. Penalties are defined as those actions taken under the direction of the CO against the contractor within the general provisions of the contract for nonconformance to the PWS and PRS.

Section 3: Contractor and Government Responsibilities

3.1 Contractor Responsibility

The Contractor is responsible for delivering products or services in accordance with the contract. Implementing its QCP, which describes the Contractor's methods for ensuring all products and services under the contract meet established performance standards and AQLs. Maintaining, and providing for audit, quality control records and reports and all

records associated with the investigation and complaint resolutions. Appointing a single quality control point-of-contact to act as a central recipient of communication from the COR or CO.

3.2 Government Responsibility

3.2.1 Contracting Officer (CO)

The CO is responsible for administering and monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by COR and the contractor's performance. The CO may delegate various day-to-day contract administration duties to a Administering ACO (ACO) and/or the COR for performance management and administrative actions such as invoice approval and issuance of Contract Discrepancy Reports may be, and normally are, delegated by the CO to the COR. The CO shall approve any revisions to the QASP processes or standards.

3.2.2 Contracting Officer Representative (COR)

The COR, is designated in writing, by the CO. The COR will ensure that the QA function is properly executed, plays a key role in contract administration and performs the contract surveillance and monitoring. Some key contract administration duties include, but are not limited to, performs surveillance as required by this QASP; make recommendations to the CO for issuance of Contract Discrepancy Reports or letters of commendation and acceptance or rejection of completed work and for administrative actions based on unsatisfactory or non-performed work, and revisions or changes to the QASP; and assists the CO in identifying necessary contract modifications and preparing reports of Contractor performance and cost.

The COR may use the form(s) included in the Appendices to perform the inspection or other forms as approved by the CO. The Contractor overall guidance is also provided by FAR clause 52.246-4 Inspection of Services – Fixed-Price, in Part C- Contract Clauses of the contract.

3.2.3 Customers

Customers or organizations/offices that the Contractor provided support may be requested to assist the COR in conducting QA to provide information relating to the Contractor's performance through Customer Feedback. Information gained from the Customer Feedback may be used in conjunction with other methods of observation to rate the performance of the Contractor.

Section 4: Surveillance Methods to Perform Quality Assurance

4.1 Surveillance Methods

The surveillance methods used in the QA process are the Government's tools to monitor the Contractor's products and services. The best means of determining whether the Contractor has met all contract requirements is to inspect the Contractor's service products and analyze the results. Further, documented inspection results are an effective tool in contract administration that can confirm the successful achievement of all performance requirements or highlight areas where defects exist and improvements are necessary.

4.1.1 Periodic Inspection

Utilizing periodic inspection of selected areas of work, the COR will ensure that all aspects of contract performance have been validated in order to ensure contract requirements are being met. Those areas found to be unsatisfactory shall be documented through the Customer Feedback Record Form. In the event that a discrepancy or issue arises, the Contracting Officer Representative will contact the Contracting Officer for actions associated with documenting issues on the Discrepancy Report (Appendix B).

4.1.1.1 Performance Standards and AQLs
The performance standards and Acceptable Quality Levels   Procedures

(AQLs) will be stated below in percentages. 4.1.1.2 Evaluation

Observed defects will be reviewed by file reviews, periodic inspections, and random, observations, customer complaints

4.2 Analysis and Results

When the inspections and customer feedback, validations have been completed, the COR will perform an analysis of the Contractor's performance. The purpose of the analysis is to ensure Government is receiving high-quality products and services from the Contractor. The COR will review the results, rate the Contractor's compliance with the performance standards and AQLs, and characterize the Contractor's overall performance. Analysis of all types of contract monitoring will result in one of the following outcomes:

4.2.1 CPARS Performance Ratings

Exceptional: Performance meets contractual requirements and exceeds many of the government's benefits. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some of the government benefits. The contractual performance element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were highly effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Outstanding Performance

Outstanding performance is the result of the Contractor substantially exceeding the performance standards with significant achievements and no significant deficiencies. The Government may reduce its level of surveillance when the COR determines that the Contractor provides sustained performance that significantly exceeds the requirements with no significant deficiencies.

PERFORMANCE REQUIREMENT SUMMARY

Required Services (Tasks)	Performance Standards	Acceptable Quality Levels	Methods of Surveillance	Incentive (Positive and/or Negative) (Impact on Contractor Payments)
Submit a weekly PM report of scheduled, completed, and outstanding tasks	100% of reports accurately depict current status	99% File reviews, periodic inspections, and random, observations, customer complaints		$500 for each documented instance when a report is submitted after the 15th of the month.
Administer quality control program (QCP) including any subcontractor management in accordance with QCP	Contractor is in compliance with QCP 97% of the time	97% File reviews, periodic inspections, and random, observations, customer complaints		$500 for each documented instance when QCP is managed ineffectively.

Performance Objective	Performance Standard	AQL / Surveillance Method	Disincentive
Submit management reports as required, on time	Contractor reports accurately and concisely depict progress towards goals, obstacles, actions taken, and forecast next steps	99% Random monitoring, customer observations and complaints	$500 for each documented instance when a report is submitted after the 15th of the month.
Data migration is accomplished efficiently for planned file shares, email, SharePoint, and other sources	Migration occurs on recurring, agreed upon basis, without loss of data and metadata	100% Periodic inspections	$500 for each documented instance of lost record/instance of metadata loss.
Contracted service to provide ERMS is implemented in base year with designated program offices	ERMS works in accordance with NARA and Federal IT specifications	100% 100% Inspection, file reviews, periodic inspections	If system does not meet requirements in base year, contract will be cancelled with no Option Years and recompeted
Infrastructure uptime must be 99.95%, and all required maintenance occurs without interruption to the user experience	System uptime is 99.95% or better	100% 100% Inspection, file reviews, periodic inspections	If system fails to meet these requirements in base year, contract will be cancelled with no Option Years and recompeted
Lifecycle records management, records ingestion and declaration using non proprietary formats, records disposition for temporary and non-records, permanent records transfer, metadata capture, vital/essential records identification, audit controls with audit log	Basic records management functions are fully functional	100% 100% Inspection, file reviews, periodic inspections	If system fails to meet any of these required functions at any time in base year, contract will be cancelled with no Option Years and recompeted

availability, report and dashboard
generation and system documentation

DISCREPANCY REPORT	1. DISCREPENCY REPORT NO.

2. TO: (Contractor / Project Manager Name)	3. FROM: (Name of COR)

CONTRACT NUMBER: DATE:

PREPARED	ORAL NOTIFICATION	RETURNED BY CONTRACTOR	ACTION COMPLETE

4. DISCREPENCY OR PROBLEM (Describe inDetail. Include PWS references. Attach Continuation Sheet if Necessary)

5. SIGNATURE OF COR

6. TO: (Name of COR) **7. FROM:** (Contractor / Project Manager)

8. CONTRACTOR RESPONSE AS TO CAUSE, EFFECT, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE (Attach Continuation Sheet if necessary. Cite applicable Contractor QC program procedures or new QC procedures)

9. SIGNATURE OF CONTRACTOR REPRESENTIVE 10. DATE

11. GOVERNMENT EVALUATION (Acceptance, partial acceptance, orrejection. Attach Coordination Sheet if necessary)

12. GOVERNMENT ACTIONS (Cure notice, show cause, other)

CLOSE OUT			
	NAME AND TITLE	**SIGNATURE**	**DATE**
COR NOTIFIED			
COR			

CUSTOMER FEEDBACK RECORD
DATE AND TIME OF COMPLAINT CONTRACT NUMBER/ OR PROJECT:
SOURCE OF COMPLAINT ORGANIZATION INDIVIDUAL
NATURE OF COMPLAINT
PWS REFERENCE
VALIDATION

DATE AND TIME CONTRACTOR INFORMED OF COMPLAINT	NAME OF CONTRACTOR REPRESENTATIVE INFORMED OF COMPLAINT

ACTION TAKEN BY CONTRACTOR (Responsible officer):
RECEIVED AND VALIDATED BY
Determination: Complaint Valid Complaint Invalid

Appendix D: Guide / Inspection List

FUNCTION:

PWS SECTION:

CONTRACT NUMBER:

_____ SERVICE

1	Method of Surveillance:
2	Lot Size:
3	Sample Size:

4	**Performance Requirement:** Performance is Excellent (E) when _____or fewer defects are discovered per month. Performance is Satisfactory (S) when _____or fewer defects are discovered per month. Performance is Unsatisfactory (U) when _____or more defects are discovered per month.
5	**Sampling Procedure:** Instructions on how to select the sample must be clear and complete
6	**Inspection Procedure:** The procedure must be detailed enough to allow a yes/no objective decision as to the acceptability of performance by anyone making the inspection. Explain when evaluation is to occur and what is acceptable/unacceptable

		Performance: Exceptional, Very Good, Satisfactory, Marginal and Unsatisfactory		
	PRS Requirements	**Timeliness**	**Quality of Work**	**Notes**
	Overall Rating Of Inspection			

COR/Inspector Comments:

_____

_ Contractor Signature: ____Date: __

COR Signature: _____Date: _____

Appendix E: Quality Assurance Monitoring

CONTRACT NUMBER:

_____ **SERVICE**

or STANDARD:

SURVEILLANCE METHOD (*Check the applicable item***):**

SURVEY PERIOD:

❏ Random Sampling ❏ 100% Inspection ❏ Periodic Inspection ❏ Customer Complaint

LEVEL OF SURVEILLANCE (*Check the applicable item***):**

❏ Monthly ❏ Quarterly ❏ As needed

PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD: _____ %

ANALYSIS OF RESULTS:

    Observed Service Provider Performance Measurement Rate: _____%

    Service Provider's Performance (*Check the applicable item***):**

    ❐ Meets Standards

    ❐ Does Not Meet Standards

    Narrative of Performance During Survey Period:

Prepared By: _____ *Date:* _____

Appendix F: Customer Complaint Investigation   **SERVICE or STANDARD:**

CONTRACT NUMBER: _____

_____

_____

– _____

SURVEY PERIOD: _____
DATE COMPLAINT RECEIVED: _____
SOURCE OF COMPLAINT: _____ (Name)
_____ (Organization)
_____ (Phone No.) _____ (Email Address)

NATURE OF COMPLAINT:
_____
–
_____
–
_____
– _____

RESULTS OF COMPLAINT INVESTIGATION:

_____
–
_____
–
_____
– _____

DATE SERVICE PROVIDER INFORMED OF COMPLAINT: _____
CORRECTIVE ACTION TAKEN BY SERVICE PROVIDER:

_____
–
_____

– _____

Received and Validated By: _____
Prepared By: _____ Date: _____

Appendix G: Surveillance Activity Checklist

Performance Requirement	Performance Standard	Method of Measurement	Performance Metrics	Method of Surveillance	Date Accomplished	Compliance (Exceed, Met, Partial Met)

APPENDIX C: Applicable Records Management Standards and Regulations*

*The following is an inexhaustive, applicable list of NARA and Federal records and information management standards and regulations, current as of today; it is the Contractor's responsibility to keep up with NARA and Federal records and information management standards, as amended.

The USDA Agency Records Schedules are available for reference, as are the General Records Schedules. These contain official disposition authorities to be used for this contract, with the proviso that both are living documents and subject to frequent change.

Records Management and Freedom of Information Act standards, regulations, and

policies: **RECORDS MANAGEMENT STANDARDS AND REGULATIONS**

RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS https://www.archives.gov/records mgmt/policy/records-mgmt-language

RECORDS LIFECYCLE AND TRANSFER REQUIREMENTS

NARA has developed a living document that details the mandatory applicable [Universal ERM Requirements](); these include records lifecycle and transfer format requirements. NARA is also in the process of finalizing [permanent electronic records transfer regulations]().

THE FEDERAL RECORDS ACT

US CODE: Title 44, Chapter 31—Records Management by Federal Agencies—and the relevant requirements of Title 36, Code of Federal Regulations (CFR), 1220 through 1239, contain the statutory and regulatory requirements for all Federal records management programs. The list of the applicable documents are as follows:

UNITED STATES CODE

U.S.C. Chapter 5, Subchapter II – § 552, § 552a, §553 (Freedom of Information Act, as amended; Privacy Act of 1974, as amended; Administrative Procedures Act)

18 U.S.C. Chapter 101 – Records and Reports, 2071. Concealment, removal, or mutilation generally

40 U.S.C. Subtitle III – Information Technology Management (Clinger-Cohen Act of 1996) 44 U.S.C.

Chapter 21 – National Archives and Records Administration as amended

44 U.S.C. Chapter 29 – Records Management by the Archivist of the United States and by the Administrator of General Services

44 U.S.C. Chapter 31 – Records Management by Federal Agencies (Federal Records Act)

44 U.S.C. Chapter 33 – Disposal of Records (Federal Records Disposal Act)

44 U.S.C. Chapter 35 – Coordination of Federal Information Policy (Paperwork Reduction Act of 1980, as amended; Paperwork Reduction Reauthorization Act of 1995; and Government Paperwork Elimination Act)

CODE OF FEDERAL REGULATIONS

5 CFR Chapter III, Subchapter B – OMB Directives Part 1320. Controlling Paperwork Burdens on the Public

36 CFR Chapter XII, Subchapter B – Records Management

Part 1220. Federal Records; General

Part 1222. Creation and Maintenance of Records

Part 1223. Managing Vital Records

Part 1224. Records Disposition Program

Part 1225. Scheduling Records

Part 1226. Implementing Disposition

Part 1227. General Records Schedule

Part 1228. Loan of Permanent and Unscheduled Records

Part 1229. Emergency Authorization to Destroy Records

Part 1230. Unlawful or Accidental Removal, Defacing, Alteration or Destruction of Records

Part 1231. Transfer of Records from the Custody of One Executive Agency to Another Part

1232. Transfer of Records to Records Storage Facilities

Part 1233.Transfer, Use, and disposition of Records in a NARA Federal Records Center

Part 1234. Facility Standards for Records Storage Facilities

Part 1235. Transfer of Records to the National Archives of the United States

Part 1236. Electronic Records Management

Part 1237. Audiovisual, Cartographic, and Related Records Management

Part 1238. Microform Records Management

Part 1239. Program Assistance and Inspections

OMB CIRCULARS

OMB Circular A-123 – Management's Responsibility for Internal Control

OMB Circular A-130 – Managing Information as a Strategic Resource updated 27 July 2016)

EXECUTIVE ORDERS

Executive Order 10346 - Preparation by Federal Agencies of Civil Defense Emergency Plans

Executive Order 12656 - Assignment of Emergency Preparedness Responsibilities

Executive Order 13231 - Assignment of Emergency Preparedness Responsibilities

PRESIDENTIAL MEMORANDUM - Transition to Electronic Records M-19-21, June 28, 2019

NARA BULLETINS AND POLICIES

2015-04: Metadata Guidance for the Transfer of Permanent Electronic Records

2015-03: Guidance on Managing Digital Identity Authentication Records

2015-02: Guidance on Managing Electronic Messages

2014-04: Format Guidance for the Transfer of Permanent Electronic Records

2014-02: Guidance on Managing Social Media Records, October 25, 2013

2013-03: Guidance for Agency Employees on the Management of Federal Records, Including Email Accounts, and the Protection of Federal Records from Unauthorized Removal, September 09, 2013

2012-02: Guidance on Managing Content on Shared Drives, December 6, 2011

2011-04: Guidance on Managing Mixed-Media Files, July 18, 2011

2010-05: Guidance on Managing Records in Cloud Computing Environments, September 30, 2010

2009-02: Guidance concerning managing records in multi-agency environments, June 18, 2009

2007-02: Guidance concerning the use of Enterprise Rights Management (ERM) and other encryption related software on Federal records, April 30, 2007

[Federal Business Lifecycle and Business Capabilities](#)

Federal Integrated Business Framework (FIBF)

[Federal Integrated Business Framework Business Capabilities - Electronic Records Management](#)

Federal Agencies Digital Guidelines Initiative

Universal Electronic Records Management (ERM) Requirements ([https://www.archives.gov/records mgmt/policy/universalermrequirements](https://www.archives.gov/records-mgmt/policy/universalermrequirements))

NARA Federal Electronic Records Modernization Initiative (FERMI), Use Cases for Electronic Messages, beginning page 9 (https://www.archives.gov/records-mgmt/policy/fermi)

Criteria for successfully managing permanent electronic records ([https://www.archives.gov/files/records-mgmt/policy/2019-perm-electronic-records-success criteria.pdf](https://www.archives.gov/files/records-mgmt/policy/2019-perm-electronic-records-success-criteria.pdf))

[Federal Records Management: Digitizing Permanent Records and Reviewing Records Schedules](#) (Proposed Rule)